

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, November 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: 860 3070 0504 #. 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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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: Sammie Neely, Mt. Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamations Recognizing Small Business Saturday
2. Proclamation Recognizing Veterans Day
3. Recognition of Old Timers Day Parade First Place Winners
4. Resolution Recognizing Mr. Luther Slack - Presented by the Office of Senator Anna Caballero

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 Consideration of the Mitigated Negative Declaration prepared for Environmental Assessment (EA) No. SCH 2025090413 for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-001

Recommendation: Adopt a Resolution of the City Council of the City of Madera adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-0001 (EA No. SCH 2025090413) (Report by Will Tackett)

A-2 Public Hearing Regarding Annexation No. 17 (Tract 25-S-01/TSM 2024-05, Tozer III Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

Recommendation:

1. Hold the Public Hearing; and
2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 17) to Community Facilities District No. 2005-1 (Public Services); and

Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.

3. Conduct the Election of the Qualified Electors of Annexation No. 17.
4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 17 to Community Facilities District No. 2005-1 (Public Services), Annexation No. 17 (Report by Will Tackett)

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 Informational Report on Register of Audited Demands

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

B-2 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-3 Proclamation Recognizing Councilmember Mejia as the 2025 recipient of the Mexicanos Distinguidos Award

Recommendation: Adopt a Minute Order approving a Proclamation Recognizing Councilmember Mejia as the 2025 recipient of the Mexicanos Distinguidos Award (Report by Alicia Gonzales)

B-4 Madera Unified School District Winter Intersession Camp for School Year 2025-2026

Recommendation: Adopt Resolutions:

1. Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Winter Camp for School Year 2025-2026, not to exceed \$27,552.50
2. Amending the Fiscal Year 2025/26 Budget, approving related revenue and expenditure line items for the execution of the Consultant Services Agreement with Madera Unified School District, for the Winter Camp (Report by Joseph Hebert)

B-5 Improvement Deferral Agreement and Authorization of Lien for Jsmak Properties, LLC

Recommendation: Adopt a resolution of the City of Madera (City) approving Improvement Deferral Agreement and Authorization of Lien for Jsmak Properties, LLC (Agreement) (Report by Keith Helmuth)

B-6 Acceptance of Energy Services Agreement with ENGIE Services U.S., Inc.

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Energy Services Agreement
2. The Recording of Notice of Completion

3. The release of retention after recording of the Notice of Completion
(Report by Arnoldo Rodriguez)

B-7 Surplus and Disposition of Nine (9) Automated External Defibrillators (AEDs)

Recommendation: Adopt a Resolution authorizing the surplus and disposition of nine (9) end-of-life AEDs to AEDSuperstore through the AED Trade-In Program for \$150 each (\$1,350 total) (Report by Wendy Silva)

B-8 Informational Report on the Community Development Block Grant (CDBG) Revolving Loan Program

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

B-9 Budget Amendment for Appliance Purchases

Recommendation: Adopt a Resolution approving a budget amendment to the Fiscal Year 2025/26 Operating Budget to appropriate Supplemental Law Enforcement Services Fund balance funds for the purchase of an ice maker and evidence refrigerator (Report by Giachino Chiamonte)

B-10 California Department of Fish and Wildlife (CDFW) Hunter Education Fee Waiver Requests

Recommendation: Adopt a Resolution waiving the rental fees of the Rotary Youth Hut on 16 dates through September 2026, related to Hunter Education Classes, hosted by the California Department of Fish and Wildlife, at an anticipated rental fee of \$3,545 (Report by Joseph Hebert)

B-11 Madera County Master Gardeners Fee Waiver Request for the Annual Tea Party

Recommendation: Adopt a Resolution waiving the rental fees of the Frank Bergon Senior Center on Saturday, January 31, 2026, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of \$465 (Report by Joseph Hebert)

B-12 Agreement with SNF Polydyne Inc. for Sludge Dewatering Polymers

Recommendation: Adopt a resolution approving a five-year agreement with SNF Polydyne Inc. to provide sludge dewatering polymers for use at the Wastewater Treatment Plant (Report by Arnoldo Rodriguez)

B-13 Appointment to the Airport Advisory Commission

Recommendation: Adopt a resolution approving the appointment of Maurice Johnson to the Airport Advisory Commission (Report by Arnoldo Rodriguez)

B-14 Certificate of Recognition Recognizing Pistoiresi Ambulance

Recommendation: Adopt a Minute Order approving a Certificate of Recognition honoring Pistoiresi Ambulance for its service to the Madera community (Report by Alicia Gonzales)

C. WORKSHOP: None

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

D-1 Purchase of Boise Mobile Equipment Type-6 Custom Fire Engine and Related Budget Amendment

Recommendation: Adopt a Resolution Approving a Purchase Agreement for a Bosie Mobile Equipment (BME) Type 6 Fire Engine from Golden State Fire Apparatus under Houston-Galveston Area Council (H-GAC) Cooperative Purchase Contract #FS12-23; authorizing execution by City Manager; and approving an amendment to the 2025/26 adopted budget appropriating \$461,480.25 for the purchase in the Measure K Fire Budget for the Purchase of Equipment (Report by Larry Pendarvis)

D-2 Amendment No. 1 to Agreement with Stantec Consulting Services, Inc. for the Wastewater Treatment Facility Improvement Project for Additional Engineering Services during Construction and Design of a new Influent Pump Station (IPS) Wet Well

Recommendation: Adopt a Resolution approving the Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for the Madera Wastewater Treatment Plant (WWTP) Improvements Project, authorizing additional construction-phase engineering support and the design of a new IPS wet well, for a total not-to-exceed amount of \$160,000 (Report by Arnoldo Rodriguez)

D-3 Airport Advisory Commission (AAC) Rules of Procedure

Recommendation: Adopt a resolution approving revised Airport Advisory Commission (AAC) Rules of Procedure (Report by Arnoldo Rodriguez)

E. ADMINISTRATIVE REPORTS: None

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: None

FUTURE MEETING DATES:

- Wednesday, December 3, 2025
- Wednesday, December 17, 2025

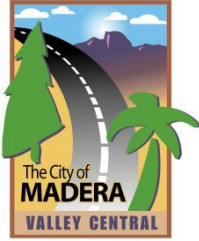
ADJOURNMENT:

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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 details 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.

- 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 November 19, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 5:15 p.m. on November 14, 2025.


Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: A-1

SUBJECT:

Consideration of the Mitigated Negative Declaration prepared for Environmental Assessment (EA) No. SCH 2025090413 for the Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project, City Project W-T-001.

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Madera adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Northeast Water Storage Tank, Booster Pump Station and Transmission Main Project, City Project W-T-0001 (EA No. SCH 2025090413).

City staff request this item be continued to the regular meeting of the Madera City Council scheduled to be held on December 3, 2025.

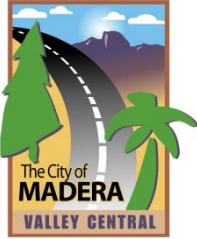
SUMMARY:

This matter involves consideration of the Environmental Assessment, including the associated initial study, analyses, mitigation measures and resultant findings of the Mitigated Negative Declaration (EA No. SCH 2025090413) prepared for the proposed Northeast Water Storage Tank, Booster Pump Station, and Transmission Main Project, City Project W-T-001 (Project), in accordance with the provisions of the California Environmental Quality Act (CEQA).

The City of Madera has received comments from the State of California Department of Fish and Wildlife (CDFW) during the agency and public review period as required by Section 21091(c)(1) of the California Public Resources Code and Section 15105 of the CEQA Guidelines. CDFW has expressed concerns about the ability of some of the proposed measures to reduce impacts to less than significant and avoid unauthorized take for certain special-status animal species. Accordingly, CDFW proposes more specific mitigation measures to reduce impacts to less than significant.

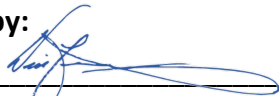
In accordance with the provisions of Public Resources Code § 21091(f), prior to carrying out or approving a project for which a negative declaration has been adopted, the lead agency shall consider the negative declaration together with comments that were received and considered within the public review period.

Staff is requesting this matter be continued in order to afford sufficient time to fully evaluate CDFW's recommendations in accordance with the requirements for recirculation contained in Section 15073.65(c)(3) of the CEQA Guidelines and for purposes of considering incorporation of the recommended measures into the proposed Mitigation Monitoring and Reporting Program prepared for the project prior to consideration by the City Council.

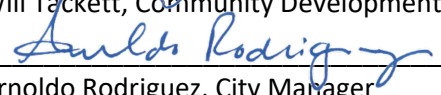


REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: A-2

SUBJECT:

Public Hearing Regarding Annexation No. 17 (Tract 25-S-01 /TSM 2024-05 Tozer III Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

RECOMMENDATION:

That Council consider the following:

1. Hold the Public Hearing.
2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 17) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.
3. Conduct the Election of the Qualified Electors of Annexation No. 17.
4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of a Special Election, and Adding the Territory Identified as Annexation No. 17 to Community Facilities District No. 2005-1 (Public Services).

SUMMARY:

At the regular meeting of the City Council held on October 15, 2025, the Council approved Resolution No. 25-196, declaring the City's intention to annex the proposed territory (as depicted on the boundary map attached thereto) into Community Facilities District No. 2005-1 (Public Services) ("CFD 2005-1"). At the regularly scheduled meeting on November 19, 2025, after the closure of the public hearing, the Council has two resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2005-1 and to levy a special tax. The first resolution identifies the need for the annexation election and refers to the annexation map showing the parcels to be annexed. The second resolution is for adoption by the Council after the results of the election are announced by the City Clerk. The second

resolution also directs the filing of the Notice of Special Tax Lien against the annexed property to provide authority for City to collect the special tax.

The conditions of approval for the development project known as Subdivision No. 25-S-01 (TSM 2024-05) (the “Project”) require annexation into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space and parks maintenance created by new development.

DISCUSSION:

On November 16, 2005, by Resolution No. 05-334, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

Joseph Crown Construction and Development Inc. is the property owner/subdivider of the Tozer III Subdivision (Tract 25-S-01 /TSM 2024-05) makes up Annexation No. 17. and is prepared to proceed with the annexation process into CFD 2005-1. The Project includes the development of approximately 168 single family residential units, a ±1.2 acre neighborhood park, and a ±4.3 acre master plan basin. The boundaries of the Project consist of the area within original Assessor’s Parcel Number’s (APN’s) 011-370-005 as depicted on Attachment 4.

Table 1: Project Overview			
<i>Project Name</i>	<i>Owner</i>	<i>Units</i>	<i>Location</i>
Tract 25-S-01/TSM 2024-05, Tozer III Subdivision	Joseph Crown Construction & Development Inc.	168	East of Tozer Street (Road 28), between Avenue 13 ½ & East Pecan Avenue (Avenue 13)

As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. The City Council took the first action in the annexation process on October 15, 2025, approving the resolution declaring the City’s intention to annex the proposed territory into CFD 2005-1, and establishing this meeting date as the public hearing date for consideration of the annexation of the property into CFD 2005-1. The attached Resolution represents the action the City Council needs to approve to annex the property into the district. See Attachment 2, Exhibit B to view a diagram of the properties proposed to be annexed. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 17th annexation into CFD 2005-01 (Attachment 4).

FINANCIAL IMPACT:

The 2026/2027 Fiscal Year 2005-1 special tax for single-family residential development is not yet available. However, the 2025/2026 Fiscal Year CFD 2005-1 special tax for single-family residential development is \$583.98 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 168 units in Annexation No. 17 will be \$98,108.64. CFD 2005-1 includes an annual Consumer Price Index (“CPI”) adjustment; therefore, this amount will escalate over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792 on December 7, 2005, authorizing the levy of a Special Tax within CFD 2005-1 commencing in fiscal year 2006/2007 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-1. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution of Annexation
 - Exhibit A - Rate and Method of Apportionment
 - Exhibit B – Ballot
2. Resolution of Results of Election
 - Exhibit A – Statement of Votes Cast
 - Exhibit B – Annexation Map
 - Exhibit C – List of Properties
3. Tract 25-S-01/ TSM 2024-05, Tozer III Subdivision Map
4. CFD 2005-1 Map

ATTACHMENT 1

Resolution of Annexation

Including:

Exhibit A – Rate and Method of Apportionment

Exhibit B - Ballot

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 17) TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES),
AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX
TO THE QUALIFIED ELECTORS**

WHEREAS, this City Council ("Council"), on October 15, 2025, adopted Resolution No. 25-196, (hereafter referred to as the "Resolution of Intention") stating its intention to annex territory to City of Madera Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the "Act"); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-1, and a description and map of the proposed boundaries of the territory to be annexed known as Tract 25-S-01/ TSM 2024-05, Tozer III Subdivision ("Annexation No. 17") to CFD No. 2005-1, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 17 will consist of 168 single family residential units located on the east side of Tozer Street (Road 28) between Avenue 13 ½ and East Pecan Avenue (Avenue 13), a ±1.2-acre pocket park, and a ±4.3-acre master plan storm drainage basin.

WHEREAS, on November 19, 2025, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-1; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-1, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-1; and

WHEREAS, a boundary map for Annexation No. 17 to CFD No. 2005-1 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. All prior proceedings taken by this Council with respect to CFD No. 2005-1 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

SECTION 3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-1, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-1, and said territory is hereby annexed to CFD No. 2005-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

SECTION 4. The services which CFD No. 2005-1 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-1 and the territory to be annexed to CFD No. 2005-1 and will not be replacing services already available. A general description of the services to be financed is as follows:

Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.

Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.

Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

SECTION 5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-1 and the territory proposed to be annexed as part of Annexation No. 17, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 17, will be levied annually within the boundaries of Annexation No. 17 from and after the annexation of such property to CFD No. 2005-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit A which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 17 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

SECTION 6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 17 shall be submitted to the voters within Annexation No. 17 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 17 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 17 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 17.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit A which election will be conducted on November 19, 2025 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-1, a ballot in the form of Exhibit B, which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the

protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

SECTION 7. This resolution is effective immediately.

EXHIBIT A

CITY OF MADERA COMMUNITY FACILITIES DISTRICT 2005-1 (PUBLIC SERVICES) RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco- Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained from the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

“Council” means the City Council of the City of Madera, acting as the legislative body of the District.
“County” means the County of Madera, California.

“Developed Multi-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Single-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

“District Administrator” means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“District” means Community Facilities District No. 2005-1 of the City of Madera.

“Entitled Property” means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

“Final Map” means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Lot” means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessors’ Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
¹ Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit ¹
3	Entitled Property	\$166 per lot
¹ Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi- Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

G. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

H. TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

EXHIBIT B

City of Madera

Community Facilities District No. 2005-1, (Public Services), Annexation No. 17

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, November 19, 2025, either by mail or in person. The City Clerk's office is located at City Hall, 205 W. Fourth Street, Madera, California 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on October 15, 2025?

YES: ☐

NO: ☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

ATTACHMENT 2

Resolution of Results of Election

Including:

Exhibit A – Statement of Votes Cast

Exhibit B – Annexation Map

Exhibit C – List of Properties

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A
SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION
NO. 15 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)**

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"); and

WHEREAS, the City Council initiated proceedings and pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory known as Tract 25-S-01/ TSM 2024-05, Tozer III Subdivision ("Annexation No. 17") to City of Madera Community Facilities District No. 2005-1, County of Madera, State of California (hereafter referred to as "CFD No. 2005-1"). Annexation No. 17 will consist of 168 single family residential units located on the east side of Tozer Street (Road 28) between Avenue 13 ½ and East Pecan Avenue (Avenue 13), a ±1.2-acre neighborhood park, and a ±4.3-acre master plan storm drainage basin; and

WHEREAS, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-1 with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-1 and duly held an election in the area of Annexation No. 17 on November 19, 2025; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 17 the annual levy of special taxes on taxable property within Annexation No. 17; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 15 the annual levy of special taxes on taxable property within Annexation No. 17; and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 17 has been received from the property owner or owners of such territory; and

WHEREAS, twelve (12) or more registered voters have not resided within the territory of Annexation No. 17 for each of the ninety (90) days preceding November 19, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 17 shall be the "landowners" of Annexation No. 17 as such term is defined in Government Code Section 53317(f), and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 17; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 17 to the qualified electors of Annexation No. 17 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 17; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 17, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 17 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council for the City of Madera Community Facilities District No. 2005-1, Annexation No. 17 as follows:

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

SECTION 2. This City Council does hereby find and determine as follows:

(a) The canvass of the votes cast in the Property to be annexed to the District at the special election held in the territory of Annexation No. 17 on November 19, 2025, as shown in the Certificate of Election Official and Statement of Votes Cast is hereby approved and confirmed.

(b) The unanimous consent to the annexation of Annexation No. 17 to CFD No. 2005-1 has been given by all of the owners within Annexation No. 17, and such consent shall be kept on file in the Office of the City Clerk.

(c) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 17 for each of the ninety (90) days preceding November 19, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 17 shall be the "landowners" of such Annexation No. 17 as such term is defined in Government Code Section 53317(f).

(d) The qualified electors of Annexation No. 17 have voted in favor of the levy of special taxes within Annexation No. 17 upon its annexation to CFD No. 2005-1.

(e) The City Council is hereby authorized to take the necessary steps to levy the special tax authorized by the Measure in the area of Annexation No. 17.

SECTION 3. The boundaries and parcels of territory within Annexation No. 17 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

SECTION 4. The City Council does hereby determine and declare that the territory in Annexation No. 17 is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within Annexation No. 17 and hereby authorizes the levy of a Special Tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution Authorizing Annexation, Authorizing levy of Special Tax, and Calling Special Election.

SECTION 5. Immediately upon adoption of this Resolution, notice shall be given as follows:

- A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder not later than fifteen (15) days after the date of adoption of this Resolution.
- B. An Amendment No. 17 to the Notice of Special Tax Lien shall be recorded in the Office of the County Recorder for Madera County not later than fifteen (15) days after the date of adoption of this Resolution.

SECTION 6. This resolution is effective immediately.

EXHIBIT B

SHEET 1 OF 1

ANNEXATION MAP NO. 17 COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS _____
DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING
PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 16 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT
A REGULAR MEETING, THEREOF, HELD ON THE
DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MADERA

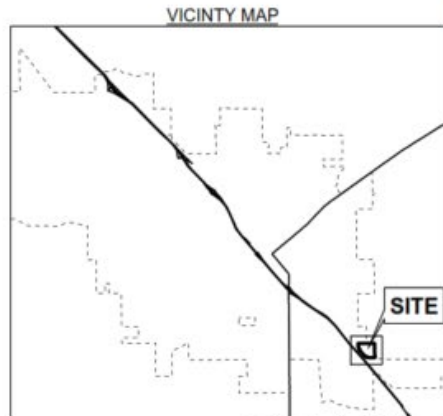
FILED THIS _____ DAY OF _____,
20__, AT THE HOUR OF _____ O'CLOCK _____ M. IN
BOOK _____ PAGE(S) _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND
INSTRUMENT NO. _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA.

COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA
RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE
ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT ON PAGES 42
THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL
SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND
DIMENSIONS AS SHOWN ON THE MADERA COUNTY
ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR
ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF
SUCH LOTS OR PARCELS.



SITE

KNOX ST

RD 28

HIGHWAY 99



1 in = 175 feet

Legend

- City Boundaries
- Annexation Parcels
- Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	011-370-005



EXHIBIT C

List of Assessor Parcel Numbers and Landowners

APN

011-370-005

Landowner

Joseph Crown Construction & Development Inc.

ATTACHMENT 3

Tract 25-S-01/TSM 2024-05
Tozer III Subdivision Map

Attachment 2

FINAL MAP OF
TRACT NO. 25-S-01

A VESTING MAP BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE &
MERIDIAN IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

NOTARY 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 _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____,
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

SIGNATURE _____

NAME _____

COUNTY OF _____

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

SOILS REPORT CERTIFICATE

RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS
SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR
DEDICATION FOR PUBLIC USE THE RIGHT-OF-WAY FOR ROAD PURPOSES AND EASEMENTS SPECIFIED ON
SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC., A CALIFORNIA CORPORATION

BY: _____ DATE _____
JOSEPH DONALD CROWN , PRESIDENT

CONSISTING OF FOUR SHEETS
SHEET ONE OF FOUR SHEETS

THIS PROPERTY IS SUBJECT TO THE FOLLOWING

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A
DOCUMENT:
GRANTED TO: SAN JOAQUIN LIGHT & POWER CORPORATION
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: JANUARY 10, 1922
RECORDING NO.: BOOK 11, PAGE 375, OF COVENANTS
THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A
DOCUMENT:
GRANTED TO: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
PURPOSE: PUBLIC UTILITIES AND INCIDENTAL PURPOSES
RECORDING DATE: OCTOBER 11, 2007
RECORDING NO.: 2007038302, OF OFFICIAL RECORDS
AFFECTS: PORTION OF SAID LAND, AS MORE FULLY DESCRIBED IN SAID DOCUMENT
DESCRIBED AS 10'X35' EASEMENT AREA, EXACT LOCATION NOT DISCLOSED OF RECORD.
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: INDEMNITY AGREEMENT
DATED: OCTOBER 6, 2010
EXECUTED BY: CITY OF MADERA, A MUNICIPAL CORPORATION AND MADERA HERITAGE L.P., MADERA
AVENUE 12 L.P., AND JOHN SESSIONS, AN INDIVIDUAL
RECORDING DATE: JANUARY 25, 2011
RECORDING NO.: 2011002008, OF OFFICIAL RECORDS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

LEGAL DESCRIPTION

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

ALL OF LOT 26 AND ALL OF FRACTIONAL LOT 25 LYING NORTH AND EAST OF THE SOUTHERN
PACIFIC RAILROAD COMPANY RIGHT OF WAY, ALL IN SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE AND MERIDIAN OF LANKERSHIM COLONY, ACCORDING TO THE MAP
THEREOF RECORDED FEBRUARY 5, 1889 IN BOOK 4 PAGE 31 OF MAPS, MADERA COUNTY RECORDS.
EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 25 AND 26 OF LANKERSHIM COLONY, AS
DESCRIBED IN THAT CERTAIN HIGHWAY EASEMENT DEED TO THE STATE OF CALIFORNIA, DATED JUNE
20, 1951 AND RECORDED AUGUST 3, 1951 IN BOOK 525 PAGE 452, OFFICIAL RECORDS OF
MADERA COUNTY.

ALSO EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN THAT CERTAIN LIS PENDENS RECORDED
ON SEPTEMBER 11, 1964 IN BOOK 913 PAGE 40, AS DOCUMENT NO. 11787, OFFICIAL RECORDS, IN
CONNECTION WITH ACTION NO. 13866 OF THE SUPERIOR COURT, MADERA COUNTY, CALIFORNIA.
AND ALSO EXCEPTING THEREFROM THE PROPERTY AS DESCRIBED IN THAT CERTAIN GRANT DEED TO
THE STATE OF CALIFORNIA, RECORDED MAY 22, 1967 IN BOOK 987 PAGE 168, MADERA COUNTY
RECORDS.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF JOSEPH CROWN ON APRIL 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE
CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS
ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED
BY THE CITY ENGINEER AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY
APPROVED TENTATIVE MAP.

RUBEN APARICIO III, LS 8026 _____ DATE _____

CITY ENGINEER'S CERTIFICATE

I, KEITH B. HELMUTH, CITY ENGINEER OF THE CITY OF MADERA, DO HEREBY CERTIFY THAT I HAVE
EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON
THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF
THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE
TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BY: _____ DATE _____
KEITH B. HELMUTH, CITY ENGINEER, R.C.E. 50192

CITY SURVEYOR'S CERTIFICATE

I, GARY D. HORN, CITY SURVEYOR OF THE CITY OF MADERA, HEREBY STATE THAT I AM SATISFIED THAT
THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

BY: _____ DATE _____
GARY D. HORN, CITY SURVEYOR, R.C.E. 30501

DEVELOPMENT REVIEW COMMITTEE CERTIFICATE

I, GARY CONTE, SECRETARY OF THE DEVELOPMENT REVIEW COMMITTEE OF THE CITY OF MADERA,
STATE OF CALIFORNIA, HEREBY CERTIFY THAT SAID PLANNING COMMISSION CONDITIONALLY APPROVED
THE TENTATIVE MAP ON THE _____ DAY OF _____, 2025.

BY: _____ DATE _____
GARY CONTE, SECRETARY,
CITY OF MADERA DEVELOPMENT REVIEW COMMITTEE

CITY CLERK'S CERTIFICATE

I, ALICIA GONZALES, CITY CLERK OF THE CITY OF MADERA, HEREBY CERTIFY THAT THE CITY COUNCIL OF
THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BY RESOLUTION NO. _____
ADOPTED AT THE MEETING OF SAID COUNCIL DULY CONVENED AND HELD ON THE _____ DAY OF _____,
2025, DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC,
SUBJECT TO CONSTRUCTION, ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN
CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION, AND APPROVED THE ABANDONMENT OF THE
EASEMENTS NOTED ON THIS MAP AS ABANDONED BY THE FILING OF THE MAP. IN WITNESS WHEREOF, I
HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____,
2025.

BY: _____ DATE _____
ALICIA GONZALES, MADERA CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE \$ _____
FILED THIS _____ DAY OF _____, 2025,
AT _____ M. IN VOLUME _____ OF PLATS, AT PAGES _____,
AND _____, M.C.R., AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY

MADERA COUNTY RECORDS
REBECCA MARTINEZ, RECORDER

BY: _____ DEPUTY _____

ATTACHMENT 3

FINAL MAP OF
TRACT 25-S-01

A VESTING MAP
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED
AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

CONSISTING OF FOUR SHEETS
SHEET TWO OF FOUR SHEETS

BASIS OF BEARINGS

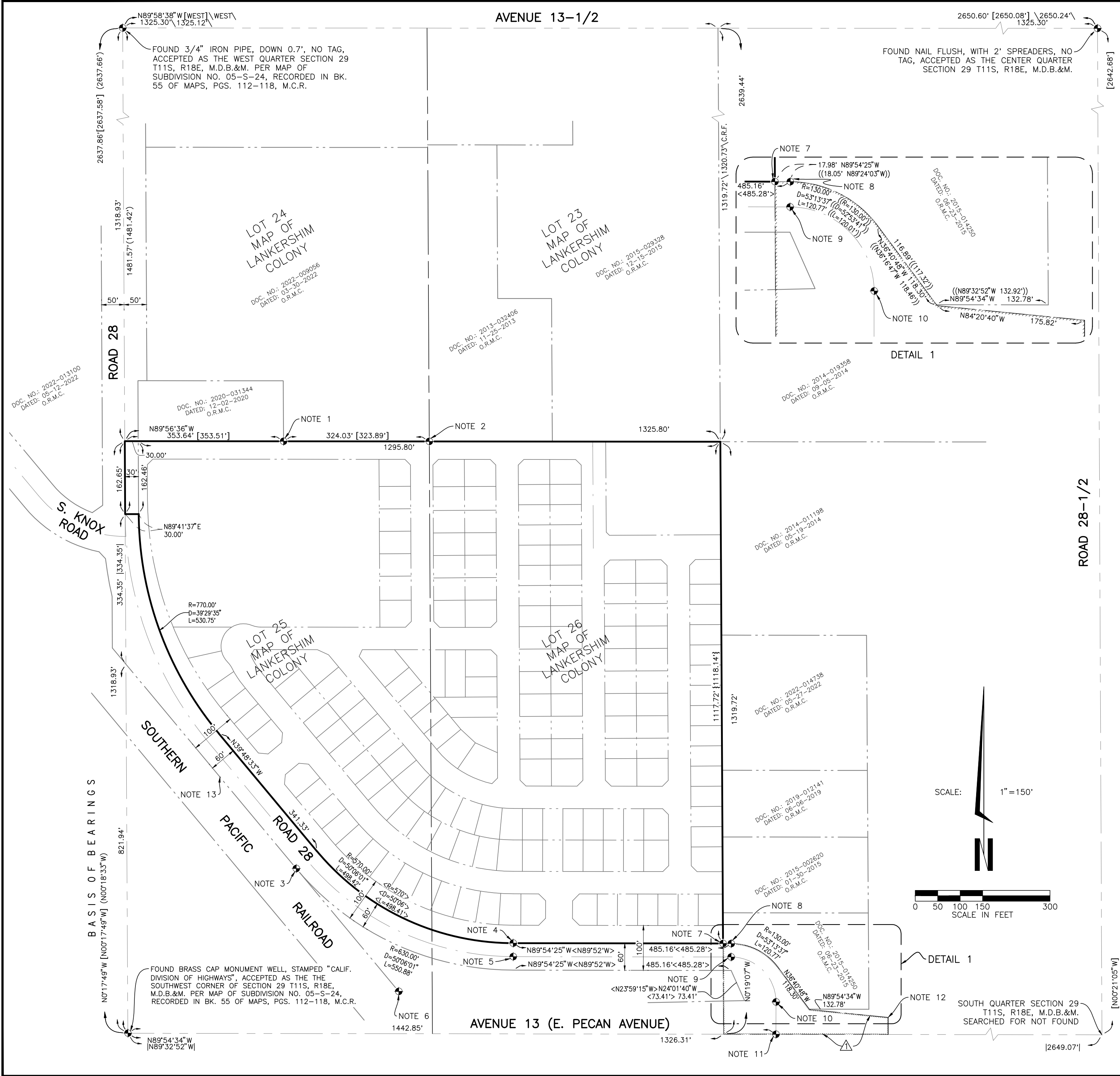
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 11
SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE
N00°17'49"W AS PER PARCEL MAP NO. 3249, RECORDED IN BOOK 38 OF MAPS,
PAGES 101 AND 102, M.C.R.

NOTES

- FOUND 3/4" IRON PIPE, DOWN 0.6", NO TAG ACCEPTED AS BEING ON THE
NORTH LINE OF LOT 25 PER PARCEL MAP NO. 3249, RECORDED IN VOL. 38,
PAGE 101-102 OF MAPS M.C.R.
- FOUND 3/4" IRON PIPE, DOWN 0.2', TAGGED RCE 18489, ACCEPTED AS
BEING ON THE NORTH LINE OF LOT 25 PER PARCEL MAP NO. 3249,
RECORDED IN VOL. 38, PAGE 101-102 OF MAPS M.C.R.
- FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST RAILROAD R/W AND
WEST R/W OF THE FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY
MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
- FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST R/W OF THE
FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR
MAD-99, POST MILE 8.9, SHEET 6 OF 7.
- FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE E.C. OF THE
FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY
MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
- FOUND CONCRETE C-MONUMENT UP 1.1' ACCEPTED AS BEING ON THE EAST
RAILROAD ROW AND WEST ROW OF STATE ROUTE 99
- FOUND 3/4" IRON PIPE, DOWN 0.9", NO TAG ACCEPTED AS BEING ON THE
SOUTHWEST CORNER OF PARCEL 4 PER PARCEL MAP NO. 3868, RECORDED
IN VOL. 49, PAGE 29 OF MAPS M.C.R. AND ALSO ACCEPTED AS BEING ON
THE EAST LINE OF LOT 26.
- FOUND 3/4" IRON PIPE, DOWN 0.3', NO TAG ACCEPTED AS BEING ON THE
SOUTHERLY LINE OF PARCEL 4 PER PARCEL MAP NO. 3868, RECORDED IN
VOL. 49, PAGE 29 OF MAPS M.C.R.
- FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE B.C. OF THE
FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY
MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
- FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE E.C. OF THE
FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY
MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
- FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE INTERSECTION OF THE
FRONTAGE ROAD CENTERLINE AND THE SOUTH LINE OF SECTION 29, T.11S.,
R.18E., M.D.B.&M. PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP
FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
- PER CALTRANS RECORD MAP PM 8.54
- THIS EAST RAILROAD ROW WAS ESTABLISHED BY PROJECTING THE LINE
BETWEEN THE FOUND MONUMENTS ALONG THIS EAST LINE

LEGEND

- MONUMENT FOUND AND ACCEPTED AS NOTED.
- [] RECORD DATA PER PARCEL MAP NO. 3249, BOOK 38 OF MAPS,
PAGES 101 AND 102, M.C.R.
- { } RECORD DATA PER PARCEL MAP NO. 1447, BOOK 25 OF MAPS,
PAGE 166, M.C.R.
- \ \ RECORD DATA PER PARCEL MAP NO. 674, BOOK 18 OF MAPS,
PAGE 120, M.C.R.
- () RECORD DATA PER SUBDIVISION NO. 05-S-24, BOOK 55 OF
MAPS, PAGES 112 TO 118, M.C.R.
- | | RECORD DATA PER HIGHWAY EASEMENT DEED, VOL. 525, PAGE
452, M.C.O.R.
- < > RECORD DATA PER STATE HIGHWAY MAP, MAD 99 POST MILE 8.9,
SHEET 6 OF 7
- (()) RECORD DATA PER PARCEL MAP 3868, BOOK 49 OF MAPS,
PAGES 28-30, M.C.R.
- △ FEE TITLE TO STATE PER GRANT DEED RECORDED IN BOOK 921,
PG. 189 M.C.O.R.
- C.F.R. CALCULATED FROM RECORDS.
- M.C.R. MADERA COUNTY RECORDS.
- M.C.O.R. MADERA COUNTY OFFICIAL RECORDS.



FINAL MAP OF
TRACT 25-S-01

A VESTING MAP
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED
AND PLATTED IN APRIL 2024, BY LANDDESIGN CONSULTING

CONSISTING OF FOUR SHEETS
SHEET THREE OF FOUR SHEETS

LEGEND

SET 3/4" IRON PIPE, 6" DOWN, TAGGED LS 8026 AT ALL LOT CORNERS
AND ANGLE POINTS.

- MONUMENT FOUND AND ACCEPTED AS NOTED.
- [] RECORD DATA PER PARCEL MAP NO. 3249, BOOK 38 OF MAPS, PAGES 101 AND 102, M.C.R.
- { } RECORD DATA PER PARCEL MAP NO. 1447, BOOK 25 OF MAPS, PAGE 166, M.C.R.
- \ \ RECORD DATA PER PARCEL MAP NO. 674, BOOK 18 OF MAPS, PAGE 120, M.C.R.
- () RECORD DATA PER SUBDIVISION NO. 05-S-24, BOOK 55 OF MAPS, PAGES 112 TO 118, M.C.R.
- | | RECORD DATA PER HIGHWAY EASEMENT DEED, VOL. 525, PAGE 452, M.C.O.R.
- < > RECORD DATA PER STATE HIGHWAY MAP, MAD 99 POST MILE 8.9, SHEET 6 OF 7
- (()) RECORD DATA PER PARCEL MAP 3868, BOOK 49 OF MAPS, PAGES 28-30, M.C.R.
- C.F.R. CALCULATED FROM RECORDS.
- M.C.R. MADERA COUNTY RECORDS.
- M.C.O.R. MADERA COUNTY OFFICIAL RECORDS.
- SET 3/4" IRON PIPE, 30" LONG, WITNESS CORNER ON SIDEYARD OF PROPERTY LINE, 3' FROM TRUE LOT CORNER, TAGGED PLS 8026.
- SET 2" BRASS CAP MONUMENT STAMPED LS 8026, PER CITY STANDARD STD - E-1.
- (R) BEARING RADIAL.
- (VAR) VARIES.
- HEAVY SHADED BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

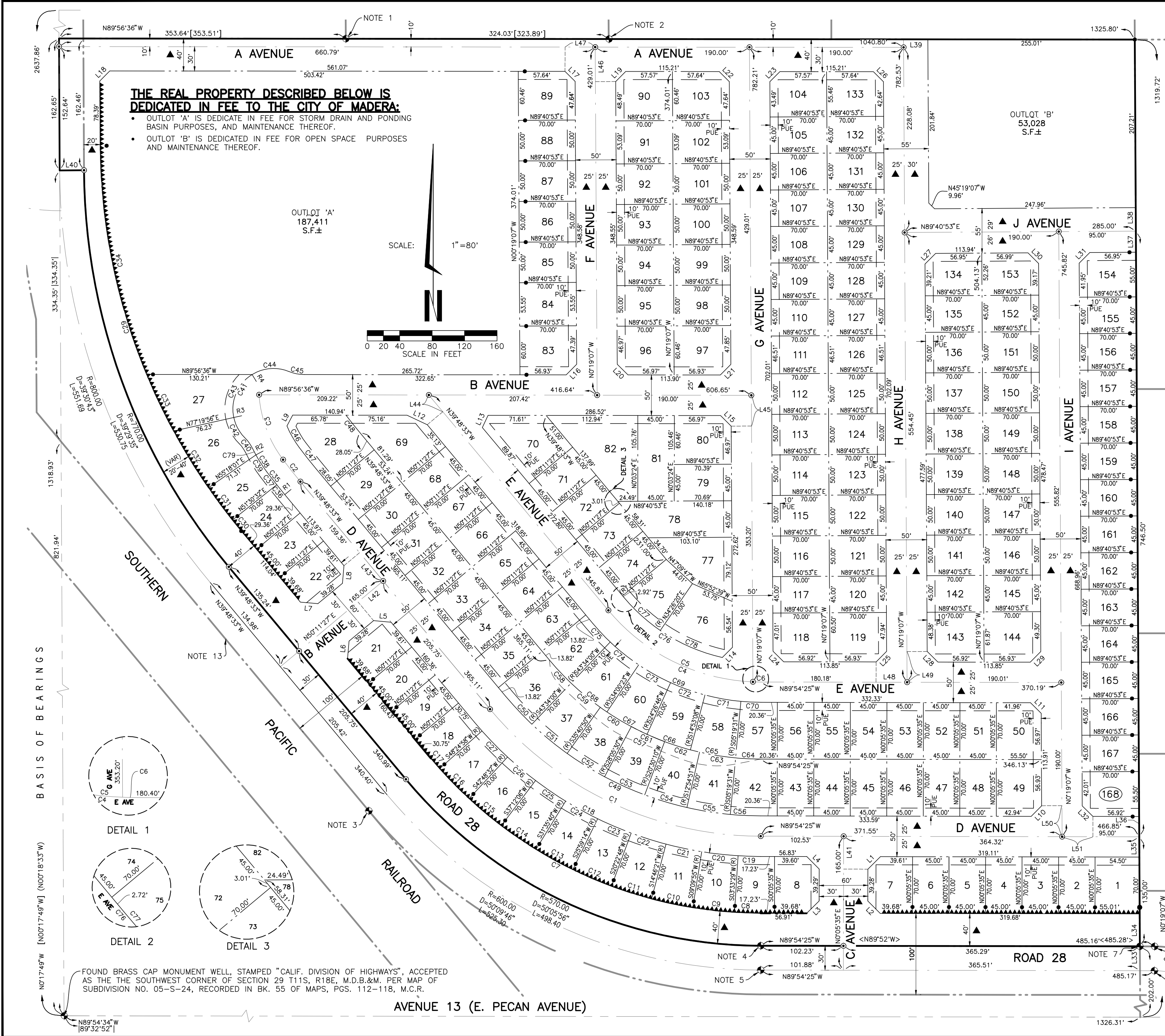
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- FOUND T-BAR FLUSH ACCEPTED AS BEING ON THE EAST RAILROAD R/W AND WEST R/W OF THE FRONTAGE ROAD PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
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- FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE E.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.
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- FOUND BRASS CAP IN WELL ACCEPTED AS BEING THE B.C. OF THE FRONTAGE ROAD CENTERLINE PER UNRECORDED STATE HIGHWAY MONUMENTATION MAP FOR MAD-99, POST MILE 8.9, SHEET 6 OF 7.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED
AS EASEMENTS FOR PUBLIC PURPOSES:

- AREA NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC STREET PURPOSES.
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF MADERA FOR PUBLIC USE AND ALL MUNICIPAL PURPOSES. INCLUDING SIDEWALK.

CALCULATED POSITION FOR THE SOUTH
QUARTER SECTION 29 T11S, R18E,
M.D.B.&M. SEARCHED FOR NOT FOUND.



ATTACHMENT 3

FINAL MAP OF
TRACT 25-S-01

A VESTING MAP
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18
EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA SURVEYED
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CONSISTING OF FOUR SHEETS
SHEET FOUR OF FOUR SHEETS

LINE TABLE		
LINE #	LENGTH	BEARING
L1	21.77'	N45° 05' 35"E
L2	21.67'	S44° 54' 25"E
L3	21.67'	N45° 05' 35"E
L4	21.77'	S44° 55' 30"E
L5	21.77'	S84° 48' 33"E
L6	21.67'	N5° 11' 27"E
L7	21.67'	N84° 48' 33"W
L8	21.77'	S5° 11' 27"W
L9	15.00'	N28° 04' 44"E
L10	18.41'	N44° 53' 14"E
L11	18.50'	S45° 07' 52"E
L12	27.52'	S64° 52' 34"E
L13	16.60'	N25° 07' 26"E
L14	17.65'	N44° 53' 14"E
L15	18.49'	S45° 07' 52"E
L16	18.42'	N44° 52' 08"E
L17	17.54'	S45° 07' 52"E
L18	17.45'	N44° 52' 48"E
L19	17.52'	N44° 52' 08"E
L20	18.49'	S45° 07' 52"E

LINE TABLE		
LINE #	LENGTH	BEARING
L21	18.42'	N44° 52' 59"E
L22	17.54'	S45° 07' 52"E
L23	17.52'	N44° 52' 08"E
L24	18.50'	N45° 19' 07"W
L25	18.41'	N44° 53' 14"E
L26	17.54'	S45° 07' 52"E
L27	18.46'	N44° 40' 53"E
L28	18.50'	S45° 19' 07"E
L29	18.41'	N44° 53' 14"E
L30	18.46'	S45° 07' 52"E
L31	18.46'	N44° 40' 53"E
L32	18.50'	S45° 19' 07"E
L33	30.00'	N0° 19' 07"W
L34	40.00'	N0° 19' 07"W
L35	25.00'	N0° 19' 07"W
L36	25.00'	N0° 19' 07"W
L37	26.00'	S0° 19' 07"E
L38	29.00'	N0° 19' 07"W
L39	29.00'	S89° 56' 36"E
L40	30.00'	N89° 41' 37"E

LINE TABLE		
LINE #	LENGTH	BEARING
L41	40.39'	N0° 05' 35"E
L42	40.39'	N50° 11' 27"E
L43	45.39'	S39° 48' 33"E
L44	26.88'	N39° 48' 33"W
L45	37.87'	N0° 19' 07"W
L46	42.59'	N0° 19' 07"W
L47	37.16'	S89° 56' 36"E
L48	38.25'	S89° 54' 25"E
L49	37.81'	S0° 19' 07"E
L50	38.25'	S0° 19' 07"E
L51	37.90'	N89° 54' 25"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	380.35'	435.00'	50°05'52"	203.30'
C2	34.48'	655.00'	3°00'57"	17.24'
C3	86.46'	150.00'	33°01'37"	44.47'
C4	214.22'	245.00'	50°05'52"	114.50'
C5	204.39'	245.00'	47°47'57"	108.57'
C6	9.83'	245.00'	2°17'55"	4.91'
C7	463.42'	530.00'	50°05'52"	247.69'
C8	32.05'	530.00'	3°27'54"	16.03'
C9	51.87'	530.00'	5°36'26"	25.95'
C10	51.87'	530.00'	5°36'26"	25.95'
C11	51.87'	530.00'	5°36'26"	25.95'
C12	51.87'	530.00'	5°36'26"	25.95'
C13	51.87'	530.00'	5°36'26"	25.95'
C14	51.87'	530.00'	5°36'26"	25.95'
C15	51.87'	530.00'	5°36'26"	25.95'
C16	51.87'	530.00'	5°36'26"	25.95'
C17	16.42'	530.00'	1°46'29"	8.21'
C18	402.21'	460.00'	50°05'52"	214.98'
C19	27.82'	460.00'	3°27'54"	13.91'
C20	45.02'	460.00'	5°36'26"	22.53'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C21	45.02'	460.00'	5°36'26"	22.53'
C22	45.02'	460.00'	5°36'26"	22.53'
C23	45.02'	460.00'	5°36'26"	22.53'
C24	45.02'	460.00'	5°36'26"	22.53'
C25	45.02'	460.00'	5°36'26"	22.53'
C26	45.02'	460.00'	5°36'26"	22.53'
C27	45.02'	460.00'	5°36'26"	22.53'
C29	517.21'	750.00'	39°30'44"	269.37'
C31	49.63'	750.00'	3°47'29"	24.82'
C32	82.20'	750.00'	6°16'47"	41.14'
C33	77.32'	750.00'	5°54'24"	38.69'
C34	290.81'	750.00'	22°12'59"	147.26'
C35	35.79'	680.00'	3°00'57"	17.90'
C37	20.15'	680.00'	1°41'52"	10.08'
C38	33.20'	175.00'	10°52'14"	16.65'
C39	24.88'	175.00'	8°08'40"	12.46'
C40	16.85'	50.00'	19°18'14"	8.50'
C41	137.54'	50.00'	157°36'53"	252.69'
C42	28.99'	50.00'	33°13'07"	14.91'
C43	61.33'	50.00'	70°16'35"	35.19'

RADIAL TABLE	
RADIAL #	DIRECTION
R1	N50° 11' 27"E
R2	S61° 21' 03"W
R3	S77° 59' 31"W
R4	N31° 43' 54"W

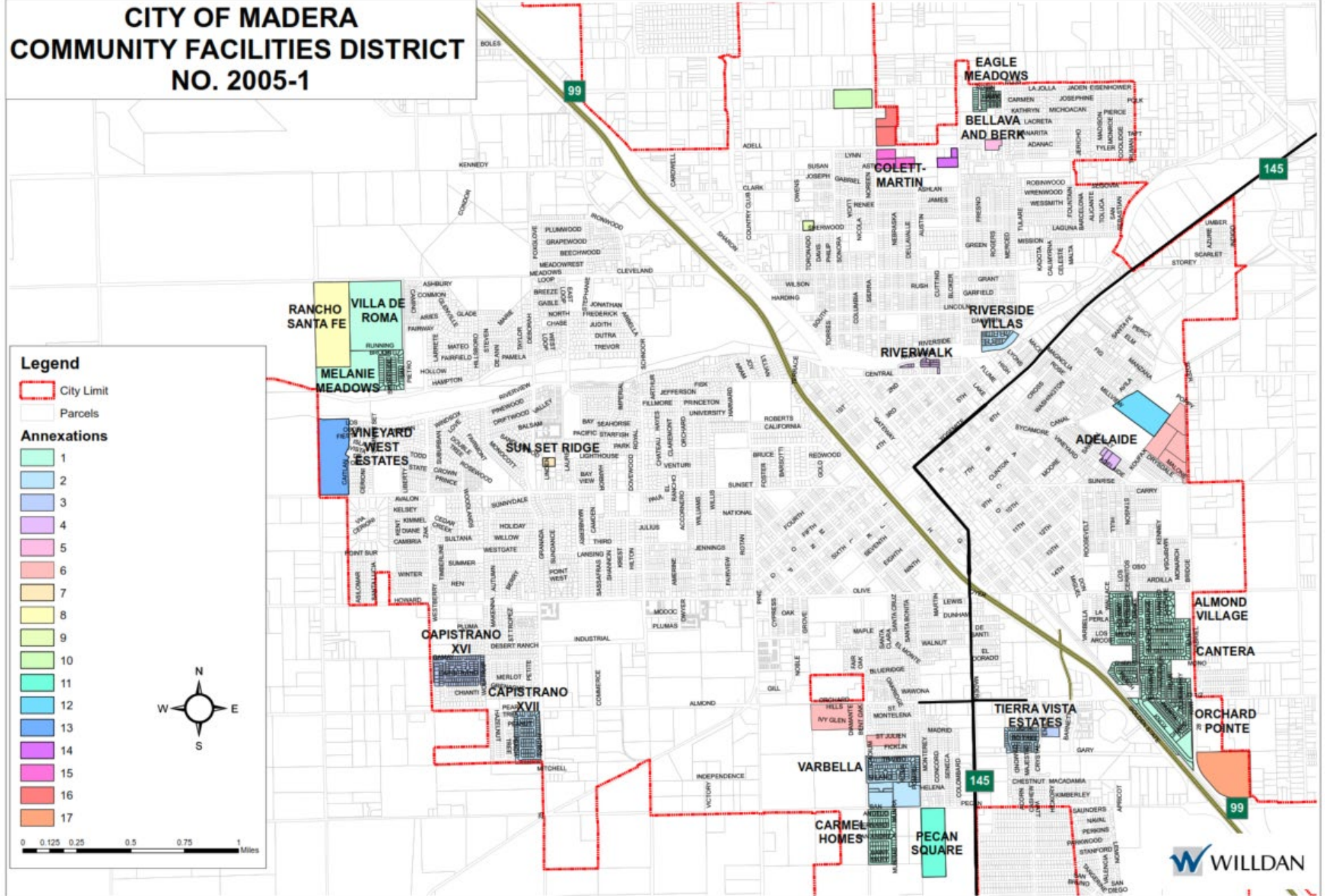
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C44	47.23'	50.00'	54°07'12"	25.54'
C45	19.49'	50.00'	22°19'54"	9.87'
C46	30.87'	125.00'	14°08'53"	15.51'
C47	33.16'	630.00'	3°00'57"	16.58'
C48	26.95'	560.00'	2°45'28"	13.48'
C49	358.49'	410.00'	50°05'52"	191.61'
C50	47.40'	410.00'	6°37'27"	23.73'
C51	56.43'	410.00'	7°53'11"	28.26'
C52	54.30'	410.00'	7°35'20"	27.19'
C53	54.30'	410.00'	7°35'20"	27.19'
C54	54.30'	410.00'	7°35'20"	27.19'
C55	54.30'	410.00'	7°35'20"	27.19'
C56	37.44'	410.00'	5°13'56"	18.73'
C57	297.29'	340.00'	50°05'52"	158.90'
C58	39.31'	340.00'	6°37'27"	19.68'
C59	46.80'	340.00'	7°53'11"	23.44'
C60	45.03'	340.00'	7°35'20"	22.55'
C61	45.03'	340.00'	7°35'20"	22.55'
C62	45.03'	340.00'	7°35'20"	22.55'
C63	45.03'	340.00'	7°35'17"	22.55'

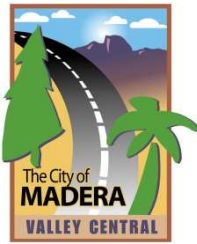
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C64	31.05'	340.00'	5°13'56"	15.53'
C65	56.73'	340.00'	9°33'37"	28.43'
C66	56.73'	340.00'	9°33'37"	28.43'
C67	56.73'	340.00'	9°33'37"	28.43'
C68	56.73'	340.00'	9°33'37"	28.43'
C69	236.08'	270.00'	50°05'52"	126.18'
C70	24.66'	270.00'	5°13'56"	12.34'
C71	45.05'	270.00'	9°33'37"	22.58'
C72	45.05'	270.00'	9°33'37"	22.58'
C73	45.05'	270.00'	9°33'37"	22.58'
C74	45.05'	270.00'	9°33'37"	22.58'
C75	31.22'	270.00'	6°37'27"	15.63'
C76	144.42'	220.00'	37°36'42"	74.92'
C77	60.48'	220.00'	15°45'07"	30.43'
C78	83.94'	220.00'	21°51'35"	42.48'
C79	8.33'	175.00'	2°43'34"	4.16'

ATTACHMENT 4

CFD 2005-1 Map

ATTACHMENT 4 – CFD 2005-1 Map





REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025**Agenda Number:** B-1**SUBJECT:**

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for October 25 to November 7, 2025

SUMMARY:

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

Table 1: Warrant Distribution Summary

Description	Check #'s	Amount
General Warrants	43877 – 44044	\$1,019,239.69

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	US Bank	\$914,784.39
SDI	EDD	\$3,193.27
CalPERS Payment	CalPERS	\$158,377.73

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 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

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 2025/2026 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
November 19, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
43877	10/28/2025	FLEET MAINTENANCE	PW Safe & Clean Initiative	THE PAPE GROUP INC	TRACK LOADER WEAR ITEMS	1,420.64
43878	10/28/2025	PARKS ADMINISTRATION	Parks	DAVE BANG ASSOCIATES, INC. OF CALIFORN	SRAN PLAYGROUND REPAIRS	2,093.42
43879	10/28/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	TINY TIKES T-SHIRTS	384.29
43880	10/28/2025	SEWER MTNC/OPS	Sewer Mtnc/Operations	ANDERSON PUMP COMPANY	FGSL PUMP 1 REPAIRS	5,839.46
43881	10/28/2025	HR/RISK MGT	HR/RISK MGT	BATTLES, ERIC	PER DIEM - CALPELRA 2025 CONFERNEI	184.00
43882	10/28/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 09/25	125,684.66
43882	10/28/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 09/25	92,488.06
43883	10/28/2025	FLEET MAINTENANCE	SB1-State of Good Repair	O'REILLY AUTOMOTIVE STORES, INC.	DIAGNOSTIC TOOLS	20,384.06
43884	10/28/2025	PD OPERATIONS	PD Operations	CV FORENSIC NURSING SPECIALISTS	EXAM - 25M-05964, 25M-06305, & 25M	3,500.00
43885	10/28/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 09/01/25-09/15/2	444.17
43885	10/28/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 09/16/25-09/30/25	383.05
43885	10/28/2025	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,518.80
43886	10/28/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES	3,750.00
43887	10/28/2025	CITY CLERK'S OFFICE	City Council	VILLEGAS, ARTEMIO	REIMBURSEMENT - AIRPORT PARKING	85.00
43888	10/28/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	2,100.00
43889	10/28/2025	FINANCE	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 25/26 - BENNET HOUSE Q1	3,750.00
43890	10/28/2025	CITY ADMIN	City Clerk's Office	GONZALES, ALICIA	PER DIEM - CITY CLERKS NEW LAW & EL	579.50
43891	10/28/2025	FACILITIES	AIRPORT OPS	MICHAEL GRAHAM	AIRPORT GATE SERVICE	779.00
43892	10/28/2025	HR/RISK MGT	PD Operations	VIDEGAIN, ALICIA	TUITION REIMBURSEMENT	459.00
43893	10/28/2025	HR/RISK MGT	PD Operations	SARAH SARQUIZ	TUITION REIMBURSEMENT	375.00
43894	10/28/2025	CITY ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	39.00
43894	10/28/2025	CITY ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	39.00
43894	10/28/2025	CITY ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	351.00
43894	10/28/2025	CITY ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	78.00
43894	10/28/2025	CITY ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	117.00
43894	10/28/2025	CITY ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	78.00
43894	10/28/2025	CITY ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	39.00
43894	10/28/2025	CITY ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	19.49
43894	10/28/2025	CITY ADMIN	WATER CONSERV	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	4.88
43894	10/28/2025	CITY ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	9.75
43894	10/28/2025	CITY ADMIN	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	4.88
43894	10/28/2025	CITY ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	39.00
43894	10/28/2025	CITY ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 10/25	39.00
43895	10/28/2025	FINANCE	Finance	FOSTER & FOSTER CONSULTING ACTUARIES	GASB 75 PREP	6,250.00
43896	10/28/2025	FINANCE	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 10/10/	99.00
43897	10/28/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	38,950.00

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43898	10/28/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	2,050.00
43899	10/28/2025	FINANCE	CDBG ADMIN	LESAR DEVELOPMENT CONSULTANTS	PLAN CONSULTANTS	20,984.75
43900	10/28/2025	PD OPERATIONS	MEAS K - PD	ALLSTEEL INC	ACUITY OFFICE CHAIRS	13,288.12
43901	10/28/2025	CITY ADMIN	WWTP	MOUNTAIN VALLEY ENVIRONMENTAL SERV.	CONSULTING SERVICES	30,320.00
43902	10/28/2025	WWTP	WWTP	BLUE TRITON BRANDS INC	WWTP - LAB & DRINKING WATER	586.31
43903	10/28/2025	PARKS ADMINISTRATION	Parks Grants	OD SPORTS ACQUISITION, INC.	LTC BATTING CAGES	22,919.78
43904	10/28/2025	GRANTS	Measure T -Transit Enhanc	FLEXLYNQS, LLC	MICRO TRANSIT FEASIBILITY STUDY	23,876.93
43905	10/28/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	1,216.00
43905	10/28/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	608.00
43905	10/28/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	REPEAT SAMPLING	128.00
43905	10/28/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	SPECIAL SAMPLES	36.00
43905	10/28/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	MONTHLY WELL SAMPLING	540.00
43905	10/28/2025	WATER QUALITY CONT.	Water Quality Control	DELLAVALLE LABORATORY, INC.	SPECIAL SAMPLES	36.00
43906	10/28/2025	FINANCE	Central Admin	AT&T	09/25 CALNET SERVICE 9391026406	29.86
43906	10/28/2025	FINANCE	City Attorney	AT&T	09/25 CALNET SERVICE 9391026388	63.34
43906	10/28/2025	FINANCE	Code Enforcement	AT&T	09/25 CALNET SERVICE 9391026413	62.49
43906	10/28/2025	FINANCE	Comm & Rec Centers	AT&T	09/25 CALNET SERVICE 9391026393	92.68
43906	10/28/2025	FINANCE	Comm & Rec Centers	AT&T	09/25 CALNET SERVICE 9391026392	62.88
43906	10/28/2025	FINANCE	Comm & Rec Centers	AT&T	09/25 CALNET SERVICE 9391026391	279.60
43906	10/28/2025	FINANCE	Facilities Maintenance	AT&T	09/25 CALNET SERVICE 9391026394	24.56
43906	10/28/2025	FINANCE	Facilities Maintenance	AT&T	09/25 CALNET SERVICE 9391031564	13.71
43906	10/28/2025	FINANCE	Finance	AT&T	09/25 CALNET SERVICE 9391026406	29.85
43906	10/28/2025	FINANCE	Fleet Maintenance	AT&T	09/25 CALNET SERVICE 9391026394	16.40
43906	10/28/2025	FINANCE	Fleet Maintenance	AT&T	09/25 CALNET SERVICE 9391031564	9.14
43906	10/28/2025	FINANCE	HR/RISK MGT	AT&T	09/25 CALNET SERVICE 9391026400	31.41
43906	10/28/2025	FINANCE	Parks	AT&T	09/25 CALNET SERVICE 9391026412	163.28
43906	10/28/2025	FINANCE	Parks Administration	AT&T	09/25 CALNET SERVICE 9391031580	288.12
43906	10/28/2025	FINANCE	STREETS	AT&T	09/25 CALNET SERVICE 9391026394	40.96
43906	10/28/2025	FINANCE	STREETS	AT&T	09/25 CALNET SERVICE 9391031564	22.86
43906	10/28/2025	FINANCE	Sewer Mtnc/Operations	AT&T	09/25 CALNET SERVICE 9391026394	28.65
43906	10/28/2025	FINANCE	Sewer Mtnc/Operations	AT&T	09/25 CALNET SERVICE 9391031564	15.99
43906	10/28/2025	FINANCE	SOLID WASTE	AT&T	09/25 CALNET SERVICE 9391026394	32.74
43906	10/28/2025	FINANCE	SOLID WASTE	AT&T	09/25 CALNET SERVICE 9391031564	18.29
43906	10/28/2025	FINANCE	Sr Citizen Community Servi	AT&T	09/25 CALNET SERVICE 9391026415	66.79
43906	10/28/2025	FINANCE	Sr Citizen Community Servi	AT&T	09/25 CALNET SERVICE 9391026389	31.41
43906	10/28/2025	FINANCE	UB - Garbage	AT&T	09/25 CALNET SERVICE 9391026394	8.19

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43906	10/28/2025	FINANCE	UB - Garbage	AT&T	09/25 CALNET SERVICE 9391031564	4.57
43906	10/28/2025	FINANCE	UB - Sewer	AT&T	09/25 CALNET SERVICE 9391026394	8.19
43906	10/28/2025	FINANCE	UB - Sewer	AT&T	09/25 CALNET SERVICE 9391031564	4.57
43906	10/28/2025	FINANCE	UB - Water	AT&T	09/25 CALNET SERVICE 9391026394	16.40
43906	10/28/2025	FINANCE	UB - Water	AT&T	09/25 CALNET SERVICE 9391031564	9.15
43906	10/28/2025	FINANCE	Water Mtn/Operations	AT&T	09/25 CALNET SERVICE 9391026394	36.84
43906	10/28/2025	FINANCE	Water Mtn/Operations	AT&T	09/25 CALNET SERVICE 9391031564	20.56
43906	10/28/2025	FINANCE	Water Quality Control	AT&T	09/25 CALNET SERVICE 9391026394	16.40
43906	10/28/2025	FINANCE	Water Quality Control	AT&T	09/25 CALNET SERVICE 9391031564	9.14
43906	10/28/2025	FINANCE	WWTP	AT&T	09/25 CALNET SERVICE 9391026405	31.41
43906	10/28/2025	FINANCE	WWTP	AT&T	09/25 CALNET SERVICE 9391026410	61.27
43906	10/28/2025	FINANCE	WWTP	AT&T	09/25 CALNET SERVICE 9391026417	40.14
43906	10/28/2025	FINANCE	WWTP	AT&T	09/25 CALNET SERVICE 9391026394	24.56
43906	10/28/2025	FINANCE	WWTP	AT&T	09/25 CALNET SERVICE 9391031564	13.71
43906	10/28/2025	FINANCE	Purchasing	AT&T	09/25 CALNET SERVICE 9391026394	24.56
43906	10/28/2025	FINANCE	Purchasing	AT&T	09/25 CALNET SERVICE 9391031564	13.71
43906	10/28/2025	FINANCE	PD Operations	AT&T	09/25 CALNET SERVICE 9391026414	379.49
43906	10/28/2025	FINANCE	PD Operations	AT&T	09/25 CALNET SERVICE 9391026411	126.35
43906	10/28/2025	FINANCE	PD Operations	AT&T	09/25 CALNET SERVICE 9391031579	283.83
43906	10/28/2025	FINANCE	PD Operations	AT&T	09/25 CALNET SERVICE 9391031561	155.40
43907	10/28/2025	FINANCE	Aquatics Programs	AT&T	09/25 CALNET SERVICE 9391026397	29.85
43907	10/28/2025	FINANCE	Building	AT&T	09/25 CALNET SERVICE 9391026407	31.41
43907	10/28/2025	FINANCE	Fire	AT&T	09/25 CALNET SERVICE 9391026402	31.41
43907	10/28/2025	FINANCE	Sr Citizen Community Serv	AT&T	09/25 CALNET SERVICE 9391026395	31.41
43908	10/28/2025	FINANCE	AIRPORT OPS	AT&T	09/25 FIRSTNET SERVICE 28730265603	134.70
43908	10/28/2025	FINANCE	Building	AT&T	09/25 FIRSTNET SERVICE 28730265603	149.85
43908	10/28/2025	FINANCE	City Clerk's Office	AT&T	09/25 FIRSTNET SERVICE 28730265603	89.80
43908	10/28/2025	FINANCE	City Council	AT&T	09/25 FIRSTNET SERVICE 28730265603	281.68
43908	10/28/2025	FINANCE	Code Enforcement	AT&T	09/25 FIRSTNET SERVICE 28730265603	44.90
43908	10/28/2025	FINANCE	Comm & Rec Centers	AT&T	09/25 FIRSTNET SERVICE 28730265603	49.95
43908	10/28/2025	FINANCE	COMPUTER MAINT	AT&T	09/25 FIRSTNET SERVICE 28730265603	575.94
43908	10/28/2025	FINANCE	Engineering	AT&T	09/25 FIRSTNET SERVICE 28730265603	284.92
43908	10/28/2025	FINANCE	Facilities Maintenance	AT&T	09/25 FIRSTNET SERVICE 28730265603	315.08
43908	10/28/2025	FINANCE	Finance	AT&T	09/25 FIRSTNET SERVICE 28730265603	194.75
43908	10/28/2025	FINANCE	Fleet Maintenance	AT&T	09/25 FIRSTNET SERVICE 28730265603	44.90
43908	10/28/2025	FINANCE	GRANT OVERSIGHT	AT&T	09/25 FIRSTNET SERVICE 28730265603	94.85

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43908	10/28/2025	FINANCE	HR/RISK MGT	AT&T	09/25 FIRSTNET SERVICE 28730265603	49.95
43908	10/28/2025	FINANCE	LMD Services	AT&T	09/25 FIRSTNET SERVICE 28730265603	49.95
43908	10/28/2025	FINANCE	Parks	AT&T	09/25 FIRSTNET SERVICE 28730265603	94.85
43908	10/28/2025	FINANCE	Parks Administration	AT&T	09/25 FIRSTNET SERVICE 28730265603	90.19
43908	10/28/2025	FINANCE	Planning	AT&T	09/25 FIRSTNET SERVICE 28730265603	94.85
43908	10/28/2025	FINANCE	STREETS	AT&T	09/25 FIRSTNET SERVICE 28730265603	165.12
43908	10/28/2025	FINANCE	Recreation	AT&T	09/25 FIRSTNET SERVICE 28730265603	44.90
43908	10/28/2025	FINANCE	Sewer Mtnc/Operations	AT&T	09/25 FIRSTNET SERVICE 28730265603	87.22
43908	10/28/2025	FINANCE	Sports Programs	AT&T	09/25 FIRSTNET SERVICE 28730265603	44.90
43908	10/28/2025	FINANCE	Sr Citizen Community Servi	AT&T	09/25 FIRSTNET SERVICE 28730265603	59.90
43908	10/28/2025	FINANCE	Water Mtnc/Operations	AT&T	09/25 FIRSTNET SERVICE 28730265603	82.16
43908	10/28/2025	FINANCE	Water Quality Control	AT&T	09/25 FIRSTNET SERVICE 28730265603	44.90
43908	10/28/2025	FINANCE	WWTP	AT&T	09/25 FIRSTNET SERVICE 28730265603	189.70
43908	10/28/2025	FINANCE	City Manager	AT&T	09/25 FIRSTNET SERVICE 28730265603	109.90
43908	10/28/2025	FINANCE	Purchasing	AT&T	09/25 FIRSTNET SERVICE 28730265603	44.90
43908	10/28/2025	FINANCE	PD Operations	AT&T	09/25 FIRSTNET SERVICE 28730296562	7,798.31
43909	10/28/2025	HR/RISK MGT	PD Operations	ANAYA, CHRIS	TUITION REIMBURSEMENT	459.00
43910	10/28/2025	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	7,191.40
43910	10/28/2025	WATER QUALITY CONT.	Water Quality Control	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	4,620.00
43911	10/28/2025	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	925.80
43912	10/28/2025	FACILITIES	Facilities Maintenance	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS	7,896.01
43913	10/28/2025	FINANCE	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 796 Q1 FY 25/26	987.20
43914	10/28/2025	PD OPERATIONS	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	1,350.00
43915	10/28/2025	FINANCE	PD Operations	COMCAST	10/25 SVS 8155500320092096	221.29
43916	10/28/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CAL.	PRE-EMPLOYMENT SERVICES	1,096.00
43916	10/28/2025	HR/RISK MGT	Water Quality Control	OCCUPATIONAL HEALTH CENTERS OF CAL.	PRE-EMPLOYMENT SERVICES	76.00
43917	10/28/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/25	87.50
43917	10/28/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/25	21.88
43917	10/28/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/25	21.88
43917	10/28/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/25	43.74
43918	10/28/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 09/25	2,918.67
43918	10/28/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 09/25	2,918.68
43918	10/28/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 09/25	5,837.36
43919	10/28/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
43919	10/28/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	81.00
43920	10/28/2025	ENGINEERING	RSTP - FED EX	FLOYD JOHNSTON CONSTRUCTION CO., INC.	EMERGENCY WATER MAIN REPAIR	9,457.24

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43921	10/28/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEE - FIELD TRAINING	122.00
43922	10/28/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 10/25	435.00
43922	10/28/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 10/25	434.00
43923	10/28/2025	PD OPERATIONS	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	1,621.13
43924	10/28/2025	PARKS ADMINISTRATION	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	1,891.34
43925	10/28/2025	PD OPERATIONS	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	101.98
43926	10/28/2025	FINANCE	General Trust Fund	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE - MCV094461/DA08	627.00
43927	10/28/2025	FINANCE	Madera Downtown BID	MADERA DOWNTOWN ASSOC.	FY 25/26 QTR #1 ASSESSMENTS	3,847.08
43928	10/28/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL #17 MAINTENANCE	13,374.97
43928	10/28/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL #34 MAINTENANCE	8,859.00
43929	10/28/2025	GRANTS	Permanent Local Housing	MADERA RESCUE MISSION, INC.	PLHA INVOICE 09/25	12,180.33
43930	10/28/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	38.00
43931	10/28/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	4,952.53
43932	10/28/2025	CITY ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	12,963.10
43932	10/28/2025	CITY ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	1,390.47
43932	10/28/2025	CITY ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	6,195.96
43933	10/28/2025	PD OPERATIONS	PD Operations	NICK'S TOWING	TOWING FEES	290.00
43934	10/28/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	8.65
43934	10/28/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	16.67
43934	10/28/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	2,193.18
43934	10/28/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	435.94
43934	10/28/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/25 SERVICE 1715785853-5	2,912.61
43934	10/28/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/25 SERVICE 5225647713-5	14.29
43934	10/28/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/25 SERVICE 1598348280-1	91.40
43934	10/28/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/25 SERVICE 5207933925-6	92.48
43934	10/28/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9787342989-4	170.69
43934	10/28/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	6,874.88
43934	10/28/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	84.20
43934	10/28/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	09/25 SERVICE 8675479583-8	66.71
43934	10/28/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	230.35
43934	10/28/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	28.67
43934	10/28/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	9.48
43934	10/28/2025	FINANCE	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	8.12
43934	10/28/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	14,482.10
43934	10/28/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	09/25 SERVICE 0443905948-8	11.56
43934	10/28/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	55.17

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43934	10/28/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	10.94
43934	10/28/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	21.57
43934	10/28/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	283.05
43934	10/28/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	09/25 SERVICE 6948316261-1	22.99
43934	10/28/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	09/25 SERVICE 9920095153-3	84.35
43935	10/28/2025	PARKS ADMINISTRATION	Special Events	PETTY CASH - PARKS DEPT.	PETTY CASH - POMEGRANATE FESTIVAL	800.00
43936	10/28/2025	CITY ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	76.09
43936	10/28/2025	CITY ADMIN	Facilities Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	38.05
43936	10/28/2025	CITY ADMIN	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	38.05
43936	10/28/2025	CITY ADMIN	Parks Administration	PITNEY BOWES, INC.	POSTAGE FEES	18.50
43936	10/28/2025	CITY ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	38.05
43936	10/28/2025	CITY ADMIN	Sewer Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	38.05
43936	10/28/2025	CITY ADMIN	Water Quality Control	PITNEY BOWES, INC.	POSTAGE FEES	38.08
43936	10/28/2025	CITY ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	38.00
43936	10/28/2025	CITY ADMIN	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	38.05
43937	10/28/2025	FACILITIES	Sewer Mtnc/Operations	SJVAPCD	AIR QUALITY PERMIT - C9643	106.00
43938	10/28/2025	FACILITIES	Central Admin	SJVCATC-SAN JOAQ VALLEY CLEAN AIR	AIR QUALITY PERMIT - C7974	106.00
43938	10/28/2025	FACILITIES	Water Mtnc/Operations	SJVCATC-SAN JOAQ VALLEY CLEAN AIR	AIR QUALITY PERMIT - C9550	624.00
43939	10/28/2025	INFORMATION SERVICES	Computer Replacement	SOUTHERN COMPUTER WAREHOUSE	CISCO DUO TOKENS	7,225.70
43940	10/28/2025	INFORMATION SERVICES	Computer Replacement	SOUTHERN COMPUTER WAREHOUSE	CISCO DUO SYSTEM	7,972.50
43941	10/28/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	17,132.74
43942	10/28/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
43943	10/28/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	367.59
43944	10/28/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA	DATABASE ACCESS 09/25	214.40
43945	10/28/2025	INFORMATION SERVICES	Computer Replacement	TYLER TECHNOLOGIES INC.	DR SOFTWARE RENEWAL	16,760.07
43946	10/28/2025	PARKS	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	37,800.00
43947	10/28/2025	PARKS ADMINISTRATION	Special Events	OTP - FINANCE	INFLATABLE RENTAL	2,400.00
43948	10/28/2025	FINANCE	Parking Dist Operation	OVERPAYMENTS	VOIDED PK REIMB - PK 43557	67.00
43949	10/28/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD 7 & 9	50.00
43949	10/28/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD 7 & 9	253.00
43950	10/28/2025	PARKS ADMINISTRATION	Comm & Rec Centers	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROC	140.00
43950	10/28/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROC	100.00
43951	10/28/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FII	20.00
43952	10/28/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROC	100.00
43953	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919714	90.41
43954	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920733	307.44

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43955	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9768002	27.57
43956	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9902341	409.88
43957	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920555	22.23
43958	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921379	312.34
43959	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925236	123.46
43960	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000470	280.64
43961	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924955	178.38
43962	10/28/2025	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND - 1109002-500027	227.32
43963	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920430	148.94
43964	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926008	104.78
43965	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904305	291.40
43966	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922419	182.40
43967	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924793	262.53
43968	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000813	85.44
43969	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924491	151.14
43970	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000195	317.32
43971	10/28/2025	FINANCE	Water Utility	OTP- UB REFUNDS	UB OVERPAYMENT - 9923046-558652	149.22
43972	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925443	52.33
43973	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920229	209.34
43974	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926447	271.94
43975	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924701	106.78
43976	10/28/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919159	250.28
43977	10/31/2025	WWTP	WWTP	STANTEC CONSULTING SERVICES INC.	MADERA WDR SUPPORT/NOTICE OF VI	14,111.00
43977	10/31/2025	WATER CAPITAL OUTLAY	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	WWTP DESIGN & ENGINEERING SVCS	27,710.00
43977	10/31/2025	WATER CAPITAL OUTLAY	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	ENGINEERING & DESIGN SVS FOR WWT	13,691.00
43978	11/05/2025	ENGINEERING	CDBG Public Improvement	MOORE TWINING ASSOCIATES, INC	JULY 2025 PROFESSIONAL SVS FOR R-9	2,904.20
43980	11/05/2025	PARKS	Parks	DAVE BANG ASSOCIATES, INC. OF CAL.	CENTENNIAL PARK ACCESSIBLE SWING R	216.53
43980	11/05/2025	COMM & REC CENTERS	Comm & Rec Centers	DAVE BANG ASSOCIATES, INC. OF CAL.	BIKE RACK FOR FBSC	608.53
43981	11/05/2025	PARKS	Sports Programs	J & D MANUFACTURING	T-BALL SHIRTS	142.89
43983	11/05/2025	INFORMATION SERVICES	Computer Replacement	AMAZON.COM	MOUSE FOR ARI	108.22
43983	11/05/2025	INFORMATION SERVICES	Computer Replacement	AMAZON.COM	VGA EXTENDER COUNCIL CHAMBERS	123.87
43983	11/05/2025	INFORMATION SERVICES	Computer Replacement	AMAZON.COM	VGA ADAPTER FOR COUNCIL CHAMBER	32.46
43983	11/05/2025	INFORMATION SERVICES	Computer Replacement	AMAZON.COM	SERVER RAM	49.30
43984	11/05/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 11/2	4,972.85
43984	11/05/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE	2,241.13
43984	11/05/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE	201.75

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43984	11/05/2025	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 11/2	11,034.30
43984	11/05/2025	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE	4,972.85
43984	11/05/2025	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE	447.67
43984	11/05/2025	PARKS ADMINISTRATION	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 11/2	447.67
43984	11/05/2025	PARKS ADMINISTRATION	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE	201.75
43984	11/05/2025	PARKS ADMINISTRATION	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE	18.16
43985	11/05/2025	INFORMATION SERVICES	Computer Replacement	ERGOTECH CONTROLS INC	CRADLEPOINT LICENSES SUBSCRIPTION	2,794.67
43986	11/05/2025	FACILITIES	Facilities Maintenance	KARA BALAGNO	PD ICE MACHINE SERVICE	415.42
43988	11/05/2025	ENGINEERING	Engineering	INSTITUTE OF TRANSPORTATION ENG.	2026 ITE MEMBERSHIP DUES	350.00
43989	11/05/2025	STREETS	STREETS	ADVANCED CAREER INSTITUTE	TRUCK DRIVER CD3 TRAINING - R PIMEI	4,005.00
43990	11/05/2025	BUILDING	Building	RAFAEL MAGALLAN	PER DIEM - CALBO EDUCATION WEEK	550.70
43992	11/05/2025	INFORMATION SERVICES	Central Admin	GHD SERVICES INC	CONSULTING SERVICES - WEBSITE SERVICES	3,212.00
43993	11/05/2025	FINANCE	Finance	NOVOGRADAC & COMPANY LLP	PROFESSIONAL ACCOUNTING SERVICES	5,500.00
43994	11/05/2025	BUILDING	Building	BPR CONSULTING GROUP	09/25 FY 24/25 On Call Plan Check/Insp	5,886.88
43995	11/05/2025	ENGINEERING	LTF - Streets	VSS INTERNATIONAL, INC.	R-94 BID 2 BIKE LANES & D ST PAVEMENT	20,222.09
43995	11/05/2025	ENGINEERING	RMRA	VSS INTERNATIONAL, INC.	R-94 BID 2 BIKE LANES & D ST PAVEMENT	4,899.83
43996	11/05/2025	PARKS	Prop 68 Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	PROP 68 - OLIVE/TAUBERT PARK	508.70
43996	11/05/2025	PARKS ADMINISTRATION	Special Legislative Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	DESIGN SVS - LTC TRAILS	1,488.16
43997	11/05/2025	PARKS ADMINISTRATION	Develop Impact Fee/Parks	WESTWOOD PROFESSIONAL SERVICES, INC.	ORLP - TOZER PARK DESIGN	10,340.24
43998	11/05/2025	FINANCE	Central Admin	AT&T	10/25 CALNET SERVICE 9391026406	29.86
43998	11/05/2025	FINANCE	Finance	AT&T	10/25 CALNET SERVICE 9391026406	29.85
43998	11/05/2025	FINANCE	PD Operations	AT&T	10/25 CALNET SERVICE 9391026406	31.41
43998	11/05/2025	FIRE	MEAS K - FIRE	AT&T	09/25 CALNET SERVICE 9391068734	61.77
43998	11/05/2025	HR/RISK MGT	HR/RISK MGT	AT&T	10/25 CALNET SERVICE 9391026400	31.41
43998	11/05/2025	PARKS	Parks	AT&T	10/25 CALNET SERVICE 9391026412	163.28
43998	11/05/2025	RECREATION	Sr Citizen Community Servi	AT&T	09/25 CALNET SERVICE 9391026398	31.41
43998	11/05/2025	RECREATION	Sr Citizen Community Servi	AT&T	09/25 CALNET SERVICE 9391026403	34.15
43998	11/05/2025	SEWER MTNC/OPERATION	Sewer Mtnc/Operations	AT&T	10/25 CALNET SERVICE 9391031570	192.11
43998	11/05/2025	WWTP	WWTP	AT&T	10/25 CALNET SERVICE 9391026410	61.27
43998	11/05/2025	WWTP	WWTP	AT&T	10/25 CALNET SERVICE 9391026405	31.41
43998	11/05/2025	COMM & REC CENTERS	Comm & Rec Centers	AT&T	09/25 CALNET SERVICE 9391026396	266.85
43998	11/05/2025	PD OPERATIONS	PD Operations	AT&T	09/25 CALNET SERVICE 9391059143	3,320.39
43998	11/05/2025	PD OPERATIONS	PD Operations	AT&T	10/25 CALNET SERVICE 9391020514	155.40
43999	11/05/2025	PD OPERATIONS	General Trust Fund	GARCIA, VICTORIA	PER DIEM - CLI SESSION \$5	236.50
44000	11/05/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	ANNUAL COPIER LEASE	1,925.00
44000	11/05/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE 09/25	160.00

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44000	11/05/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE 10/25	160.00
44000	11/05/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	FINANCE CHARGES - ENG	31.28
44001	11/05/2025	PD OPERATIONS	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - CLI SESSION #5 EXPENSE	64.50
44002	11/05/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFC	PRE-EMPLOYMENT SERVICES	803.00
44003	11/05/2025	ENGINEERING	RSTP - FED EX	DAVE CHRISTIAN CONSTRUCTION	GRANADA DRIVE PEDESTRIAN IMPROVI	22,467.38
44003	11/05/2025	ENGINEERING	HIGHWAY SAFETY	DAVE CHRISTIAN CONSTRUCTION	GRANADA DRIVE PEDESTRIAN IMPROVI	21,442.45
44004	11/05/2025	ENGINEERING	Engineering	DIAMOND COMMUNICATIONS	FIRE & BURGLARY ALARM MONITORING	180.00
44004	11/05/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING 1951 INDEPI	80.00
44005	11/05/2025	PARKS	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	1,028.38
44007	11/05/2025	FACILITIES	PD Operations	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - PD SIU	1,734.10
44007	11/05/2025	SEWER MTNC/OPS	Sewer Mtnc/Operations	INDUSTRIAL ELECTRICAL CO.	GENSET SERVICES - FAIRGROUNDS LIFT	1,683.26
44008	11/05/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 10/25	270.00
44009	11/05/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 10/25	7,795.44
44010	11/05/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	110.20
44011	11/05/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/25 SERVICE 3819620697-3	100.69
44011	11/05/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	10/25 SERVICE 8307681856-2	930.13
44011	11/05/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	10/25 SERVICE 2000655655-7	2,507.74
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 1619119913-8	144.82
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 6690755760-8	119.16
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 8178280304-3	198.72
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 7949615676-5	25.85
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 3499945233-6	114.74
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 3352588453-3	168.64
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 7928098441-4	61.06
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 4318089701-9	25.65
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 5237156686-1	44.83
44011	11/05/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/25 SERVICE 1013877191-9	72.50
44011	11/05/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	10/25 SERVICE 2173157566/1025	2,388.10
44011	11/05/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	10/25 SERVICE 8788837242-9	10.30
44011	11/05/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/25 SERVICE 9172110863-6	26,196.21
44011	11/05/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/25 SERVICE 9651992016-7	265.48
44011	11/05/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/25 SERVICE 3642526071-2	94.91
44011	11/05/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/25 SERVICE 9109225160-1	648.67
44011	11/05/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	10/25 SERVICE 1902328695-8	26.29
44012	11/05/2025	ENGINEERING	LTF - Streets	PROVOST & PRITCHARD CONSULTING	ON-CALL ENG SVS	922.60
44012	11/05/2025	ENGINEERING	Sewer Capital Outlay	PROVOST & PRITCHARD CONSULTING	SS-14 ON-CALL TASK ORDER 1025-2024	1,403.20

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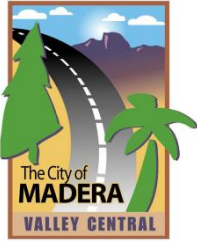
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44013	11/05/2025	FINANCE	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	11,985.00
44013	11/05/2025	WWTP	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	14,658.50
44014	11/05/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 10/2	246.56
44015	11/05/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 10/2	20.61
44016	11/05/2025	ENGINEERING	RSTP - FED EX	TECHNICON ENGINEERING SVCS., INC.	LAB TESTING - TS-34	2,765.00
44017	11/05/2025	ENGINEERING	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	172.72
44018	11/05/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES - 09/25	600.00
44019	11/05/2025	FINANCE	Finance	OTP - FINANCE	REIMBURSEMENT - FUEL	51.23
44020	11/05/2025	PD OPERATIONS	General Trust Fund	OTP - FINANCE	REIMBURSEMENT - 22M-08284/MCRO	3,329.27
44021	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC	100.00
44022	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - MILLVIEW GYM	200.00
44023	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44024	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44025	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
44026	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FII	50.00
44027	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44028	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44029	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC AMPHITHEATER	100.00
44030	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00
44031	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
44032	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
44033	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	200.00
44034	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
44035	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE PAVILION	50.00
44036	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44037	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44038	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FII	50.00
44039	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00
44040	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER	50.00
44041	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
44042	11/05/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00
44043	11/05/2025	UB - WATER	Water Utility	OTP- UB REFUNDS	UB TERM REFUND - 80943821	116.17
44044	11/06/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	415.00
44044	11/06/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	100.00
44044	11/06/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	25.00
826	10/27/2025	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 10/2	1,198.92

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November 19, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
827	10/27/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	100.26
827	10/27/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	373.58
827	10/27/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	120.49
827	10/27/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	47.16
827	10/27/2025	FINANCE	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	35.31
827	10/27/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	236.99
827	10/27/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	164.14
827	10/27/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	628.14
827	10/27/2025	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	153.80
827	10/27/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	295.04
827	10/27/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	189.63
827	10/27/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	2,711.59
827	10/27/2025	FINANCE	Parks Administration	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	19.59
827	10/27/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	2,848.48
827	10/27/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	1,098.56
827	10/27/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	1,616.59
827	10/27/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	4,015.25
827	10/27/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	3,653.29
827	10/27/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	773.47
827	10/27/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	205.07
827	10/27/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	9,146.17
827	10/27/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY - 08/01/25-08/15/25	567.63
828	10/27/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
829	10/27/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 10/24/25	2,079.54
829	10/27/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 10/24/25	16,135.92
830	10/28/2025	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	10/25 MONTHLY DUES	3,207.50
831	10/28/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 10/2	377.78

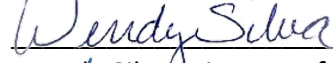
BANK #1 - US BANK GENERAL ACCOUNT TOTAL

\$ 1,019,239.69



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-2

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 October 15, 2025, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met on October 14, 2025, and certified eligible lists for the following positions.

- Accountant II
- Accountant I
- Electrician II
- Police Officer Trainee
- Public Safety Dispatcher
- Code Enforcement Officer I

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
Vince Silva	Water System Worker III	Public Works	FT	11/3/25
Rocky Protzman	Water System Worker I	Public Works	FT	11/3/25

Table 1: New Hires and Re-hires, continued

<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Steven Cuevas	Police Officer Trainee	Police	FT	11/3/25
Faith Rocha	Police Officer Trainee	Police	FT	11/3/25

*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

<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Kayla Bianchi	Police Corporal	Police Sergeant (temporary out-of-class assignment)	9/27/25
Cody Gaither	Park Aide (part time)	Parks Worker I (full time)	10/20/25
Yalixia Morena	Public Safety Dispatcher (full time)	Public Safety Dispatcher (part time)	10/22/25

The following employees separated from employment since our last report.

Table 3: Separations

<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Jason Skipper	Code Enforcement Consultant	Police	PT	10/1/25
Marcus Crouch	Police Officer II	Police	FT	10/21/25

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

FINANCIAL IMPACT:

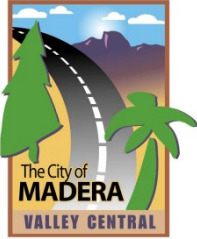
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

ALTERNATIVES:

This report is for informational purposes only.

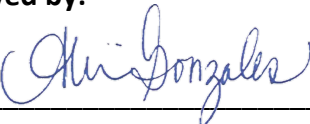
ATTACHMENTS:

None

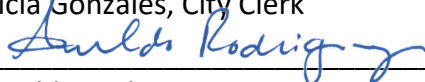


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-3

SUBJECT:

Proclamation Recognizing Councilmember Mejia as the 2025 recipient of the Mexicanos Distinguidos Award

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Recognizing Councilmember Mejia as the 2025 recipient of the Mexicanos Distinguidos Award

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.

The policy allows consideration of a request from any group or individual, as long as the request has measurable local support and promotes activities within the City and with a written request 45 days before the requested presentation date.

On November 13, 2025, the Mexican Consulate in Fresno submitted a request for a proclamation recognizing Councilmember Elsa Mejía as the 2025 recipient of the *Mexicanos Distinguidos* Award. This annual recognition honors Mexican nationals whose work supports and uplifts Mexican communities abroad. Through this award, the Government of Mexico, via the Consulate, acknowledges Councilmember Mejía's notable service and contributions to the Madera community.

The Mexicanos Distinguidos award is a recognition awarded by the Secretaría de Relaciones Exteriores (The Foreign Secretariat) of Mexico, through the Instituto de los Mexicanos en el

Exterior (IME), to Mexican nationals living abroad who have demonstrated an outstanding professional trajectory and have contributed to empowering Mexican communities internationally. It was established around 2018. The award includes a silver medal and a diploma.

The Consulate is requesting an opportunity to present a proclamation honoring Councilmember Mejía at the December 3, 2025, Madera City Council meeting. The request also includes a brief recess following the presentation to allow for light refreshments provided by the Consulate.

Per City policy, only Councilmembers who vote in the affirmative will have their signatures included on the Proclamation unless a written request is submitted to the City Clerk at least five business days before issuance.

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 December 3rd 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. Request from the Mexican Consulate for a Proclamation Recognizing Councilmember Mejia as the 2025 recipient of the Mexicanos Distinguidos Award

From: [Departamento de Comunidades Fresno](#)
To: [Alicia Gonzales](#)
Subject: Re: Request to present a proclamation at Madera City Hall
Date: Thursday, November 13, 2025 3:21:42 PM
Attachments: [image001.png](#)
[image002.png](#)
[Outlook-hz4iqai1.png](#)

Dear Alicia,

On behalf of the Consulate of Mexico in Fresno, I would like to request the opportunity to present a proclamation honoring **Councilmember Elsa Mejía** during the Madera City Council session on **December 3, 2025**.

This proclamation is presented together with the *Mexicanos Distinguidos 2025* award, a recognition that each year honors the work carried out by Mexican individuals in support of Mexican communities abroad. Through this award, the Consulate of Mexico, on behalf of the Government of Mexico, recognizes and celebrates Councilmember Mejía's outstanding service and contributions to our community in Madera.

We will gladly adjust to the schedule the Council deems appropriate for this agenda item and a brief recess, and we would be pleased to bring light refreshments to share in the celebration.

We sincerely appreciate your support and consideration.

About the *Mexicanos Distinguidos* Award:

It is a recognition awarded by the Secretaría de Relaciones Exteriores (The Foreign Secretariat) of Mexico, through the Instituto de los Mexicanos en el Exterior (IME), to Mexican nationals living abroad who have demonstrated an outstanding professional trajectory and have contributed to empowering Mexican communities internationally.

It was established around 2018. The award includes a silver medal and a diploma.

Best,



Marcela Morales Robles
Coordinadora de Asuntos Comunitarios /
Community Outreach Coordinator

7435 N. Ingram Ave, Fresno, CA. 93711
Tel: 1 (559) 233 3065 Ext. 111

Consulado de México en Fresno
Consulmex.sre.gob.mx/fresno
@consulmexfresno

De: Alicia Gonzales <agonzales@madera.gov>

Enviado: Jueves, 13 de Noviembre de 2025 3:00 PM

Para: Departamento de Comunidades Fresno <comunidadesfre@sre.gob.mx>

Asunto: RE: Request to present a proclamation at Madera City Hall

Can you please share some information on the Mexican Distinguida award. I will include this in the staff report to City Council.



Alicia Gonzales | City Clerk

City of Madera | City Clerk Department

205 West 4th Street, Madera, CA 93637

p. (559) 661.5409 | c. (559) 517.6630

agonzales@madera.gov

From: Departamento de Comunidades Fresno <comunidadesfre@sre.gob.mx>

Sent: Thursday, November 13, 2025 2:49 PM

To: Alicia Gonzales <agonzales@madera.gov>

Subject: Request to present a proclamation at Madera City Hall

Dear Alicia,

On behalf of the Consulate of Mexico in Fresno, I would like to request the opportunity to present a proclamation honoring **Councilmember Elsa Mejia** during the Madera City Council session on December 3, 2025. This proclamation will publicly recognize and celebrate her outstanding service and contributions to the Mexican community in Madera.

We will gladly adjust to the schedule the Council deems appropriate for this agenda item and a brief recess, and we would be pleased to bring light refreshments to share in the celebration.

We sincerely appreciate your support and consideration.

Best,



Marcela Morales Robles
Coordinadora de Asuntos Comunitarios /
Community Outreach Coordinator

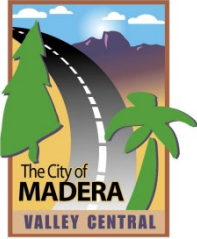
7435 N. Ingram Ave, Fresno, CA. 93711

Tel: 1 (559) 233 3065 Ext. 111

Consulado de México en Fresno

Consulmex.sre.gob.mx/fresno

@consulmexfresno



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-4

SUBJECT:

Madera Unified School District Winter Intersession Camp for School Year 2025-2026

RECOMMENDATION:

Adopt Resolutions:

1. Approving a Consultant Services Agreement between the City and Madera Unified School District for the Winter Camp for School Year 2025-2026, not to exceed \$27,552.50
2. Amending the Fiscal Year 2025/26 Budget, approving related revenue and expenditure line items for the execution of the Consultant Services Agreement with Madera Unified School District, for the Winter Camp

SUMMARY:

Beginning in 2017, the City has partnered with MUSD to provide enrichment activities through camps for students. Over the past years, the City has continued this partnership through its summer camps and winter camps. MUSD recently reached out to the City with a proposal for a one-week winter camp to be hosted at the John Wells Youth Center (JWYC) during January 2026.

The proposed program would be hosted by Parks and Community Services (PCS) Department staff. The program will focus on science, technology, engineering, art, and math (STEAM) curriculum, as well as providing recreational/sports activities for approximately 60 students.

DISCUSSION:

The City and MUSD have partnered for several years to provide meaningful programs to youth during critical out-of-school hours in the form of camps. These programs are designed to serve

MUSD's most vulnerable students by providing students and families with a network of support during extended school breaks.

MUSD would like to once again offer a winter camp to district students from first to sixth grade during January 2026, when school is out of session for the winter break. MUSD has sought out the City to collaborate on making a winter camp possible for district students.

The City would be committing to providing a STEAM-focused camp that intends to provide students with a well-rounded and enriching experience. The camp will offer hands-on learning, physical activity, and creative expression. Students will develop new skills, build confidence, and make lasting memories in a supportive and inclusive environment.

The camp would be for 5 days, from January 5 – 9, 2026. Camp would commence at 8:00 am and end at 3:30 pm. Some of the deliverables to be achieved include:

- *Physical Activities:* Participation in physical activities offers numerous benefits for youth, promoting physical, social, emotional, and cognitive development, and contributing to their overall health, well-being, and success in life.
- *STEAM Activities:* STEAM activities are important for youth as they provide a holistic and interdisciplinary approach to learning, preparing them to thrive in a complex and rapidly changing world. They cultivate essential skills, foster creativity and innovation, and empower youth to become lifelong learners and problem-solvers.
- *Arts and Crafts:* Arts and crafts activities play a vital role in youth development by nurturing creativity, promoting emotional well-being, building confidence, and fostering social connections. They provide valuable skills and experiences that contribute to the holistic growth and flourishing of young individuals.

Camp will be broken up into three grade groups:

- 1st to 2nd: anticipate serving 20 students
- 3rd to 4th : anticipate serving 20 students
- 5th to 6th: anticipate serving 20 students

Roles and responsibilities would be per the following:

MUSD will:

- Provide meals for the students, which will consist of breakfast and lunch.
- Conduct outreach and enrollment.
- Provide three staff members on site during the camp hours, to handle attendance tracking, help serve meals, disciplinary action (as may be needed)
- Ensure communication with parents.
- Transportation

The City will:

- Provide staffing and training at a ratio of 2 staff per 20 students.
- Prepare the camp activities and lessons, and the execution of these planned activities and lessons.

FINANCIAL IMPACT:

The total value of the Agreement is not to exceed \$27,552.50. MUSD will reimburse the City for staffing costs, materials, and an administrative fee. As a result, the contract will provide some General Fund relief for the activities borne from this Agreement.

A budget amendment is proposed to recognize the corresponding anticipated expenditures in staffing costs and materials, as well as the additional revenue of \$27,552.50 for FY 2025/26. These totals would be reflected in the Parks Grants Fund, #41096360.

Table 1: Cost Proposal	
Staffing Costs	\$12,042
Camp Materials	\$3,000
Coordinator Costs	\$7,000
Administrative Fee	\$5,510.50
Total	\$27,552.50

Staffing costs include the cost of staff training, shopping for materials, assistance with the daily setup/cleanup, and the execution of activities/programming during the five dates identified.

ALTERNATIVES:

As an alternative, the Council may also elect to request additional information be brought forth at the next meeting to make a more informed decision. Council may also elect not to enter into the Consultant Services Agreement with MUSD for the FY 2025/26 winter camp programming.

ATTACHMENTS:

1. Resolution approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Fiscal Year (FY) 2025/2026 Winter Camp, not to exceed \$27,552.50
 - a. Exhibit A: Consultant Services Agreement
2. Resolution approving related revenue and expenditure line items for the execution of the Consultant Services Agreement with Madera Unified School District, for the Winter Camp.
 - a. Exhibit A: Budget Amendment

ATTACHMENT 1

Resolution approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Fiscal Year (FY) 2025/2026 Winter Enrichment STEAM Camp not to exceed \$27,552.50

Exhibit A: Consultant Services Agreement

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE CONSULTANT SERVICES AGREEMENT WITH
THE MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR THE FISCAL YEAR
(FY) 2025/2026 WINTER CAMP, NOT TO EXCEED \$27,552.50**

WHEREAS, since 2017, the City has entered into several Consultant Services Agreements with Madera Unified School District (MUSD) to provide Enrichment Camp programming; and

WHEREAS, MUSD would like to enter into a Consultant Services Agreement with the City for a Fiscal Year (FY) 2025/2026 winter camp programming; and

WHEREAS, the FY 2025/2026 winter camp programming will run from January 5, 2026, through January 9, 2026; and

WHEREAS, the program will take place at the John W. Wells Youth Center; and

WHEREAS, the total value of the agreement is not to exceed \$27,552.50.

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 Consultant Services Agreement with Madera Unified School District for the FISCAL Year 2025/2026 Winter Camp, not to exceed \$27,552.50, attached hereto as Exhibit A, is hereby approved.
3. This Resolution is effective immediately upon adoption.

Exhibit A – Consultant Services Agreement



MADERA UNIFIED SCHOOL DISTRICT CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 15th day of Oct. 20²⁵, by and between Madera Unified School District ("District") and City of Madera ("Consultant").

1. Consultant agrees to provide the following specified services: (you may attach a list of services if necessary)

The City of Madera will provide a one-week STEAM camp during Winter Intersession, January 5-9, 2026 at the John Wells Youth Center. Camp will be offered for up to 70 students in grades 1st-6th. Meals and transportation will be provided by MUSD.
2. Term. The Consultant's services described in Paragraph 1 shall commence on January 5, 2026 and shall end on January 9, 2026 unless earlier terminated pursuant to Paragraph 8.
2. Payment. District agrees to pay Consultant as follows:

Total cost: \$ 27,552.50
4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.
5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.
6. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.
7. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars (\$2,000,000) General Liability and Four Million Dollars (\$4,000,000) General Aggregate. Consultant's Policy shall be Primary and non-contributory. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.
8. Termination of Agreement. District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.
9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.
10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.
12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.
13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.
14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.
16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.
17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.
18. Board Approval. **The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.**
19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.
20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.
21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.
22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District

Consultant:

Superintendent or designee:

Name:

Associate Superintendent of Educational Service

Title


(Signature)

(Signature)

Date: 10/29/25

Date: _____

Federal ID/SS# _____
(do not include SSN until after Board approval)

ATTACHMENT TO SERVICE AGREEMENT

Expanded Learning Opportunities Program (ELOP) – Health and Safety Reporting Requirement

This attachment serves as an addendum to the Service Agreement between Madera Unified School District ("LEA") and City of Madera ("Contractor") for the operation of Expanded Learning Programs. The following reporting requirements are established to ensure compliance with Education Code Section 8483.4 and to maintain the health and safety of all program participants

Health and Safety Incident Notification and Reporting

1. Immediate Notification Requirement

a. The Contractor must notify the LEA by the next working day following any occurrence of a health- or safety-related issue that affects the program's operations or participants. The Contractor shall provide such immediate notification to the LEA by telephone and/or email. The list of health and safety occurrences requiring immediate notification includes, but is not limited to:

- Criminal background clearance issues concerning any employee, volunteer, or contractor.
- Structural or environmental hazards that could impact student or staff safety.
- Incidents involving law enforcement intervention at a program site.
- Any "event" as that term is defined in EC 8483.4(c) that may impact program safety or compliance, which includes but is not limited to the following:

- Death of a child from any cause
- Any injury to a child that requires medical treatment
- Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
- Any suspected child abuse or neglect
- Epidemic outbreaks
- Poisonings
- Fires or expulsions that occur on the premises
- Exposure to toxic substances
- An arrest of an employee of the Contractor
- Any other event as specified by the LEA. If the LEA determines it to be necessary to specify any other type(s) of event(s) in addition to those set forth in this Addendum, the LEA shall provide the Contractor with written notice requesting the Contractor to sign, date, and return an acknowledgment and agreement to the change.

2. Written Incident Report Requirement

a. The Contractor must submit a detailed written report to the LEA within seven (7) calendar days of the occurrence of any health- or safety-related issue that triggers the immediate notification requirement set forth in Section 1 above. The written report must include:

- A detailed, specific description of the incident, including the date, time, and location.
- Individuals involved (excluding personally identifiable student information unless required by law).
- Actions taken in response to the incident.
- Any corrective measures implemented to prevent recurrence.
- Any additional information requested by the LEA.

3. Request for Enrollee Health Information

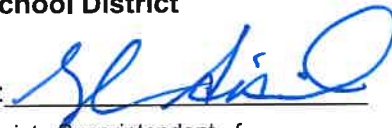
- a. In accordance with Education Code Section 8483.4(d), the Contractor shall request that parents or guardians provide information about pupil health prior to enrollment, such as whether a pupil has allergies or asthma.
- b. The Contractor specifically acknowledges and agrees that parents or guardians are **not required** to provide requested health information as a condition of enrolling their pupils in the program. The provision of pupil health information is voluntary, and it is entirely within the discretion of the parent or guardian whether or not they consent to sharing pupil health information.

4. Compliance and Accountability

- a. The LEA reserves the right to request additional information or clarification regarding any reported incident.
- b. By the signatures of their authorized representatives below, the Contractor and LEA agree that the terms contained within this Addendum are incorporated into the Service Agreement to which it is attached and that this Addendum shall therefore be a fully-binding and enforceable part thereof, subject to any applicable terms and conditions contained in that Service Agreement.
- c. Failure to comply with the immediate notification and written reporting requirements set forth in this Addendum may result in corrective actions under the applicable provisions of the Service Agreement, up to and including contract termination.

By signing below, both parties acknowledge and agree to comply with the above requirements.

**Authorized Representative – Madera
Unified School District**

Signature: 
 Title: Associate Superintendent of Educational Services
 Date: 10/29/25

Authorized Representative – Contractor

Signature: _____
 Title: _____
 Date: _____

ATTACHMENT 2

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING RELATED REVENUE AND EXPENDITURE LINE
ITEMS FOR THE EXECUTION OF THE CONSULTANT SERVICES AGREEMENT
WITH MADERA UNIFIED SCHOOL DISTRICT, FOR THE WINTER CAMP.**

WHEREAS, the City Council previously adopted a City-wide Budget for 2025/26 Fiscal Year; and

WHEREAS, Madera Unified School District has prepared a Consultant Services Agreement which will provide the City up to \$27,552.50 in reimbursable costs for the Winter Camp; and

WHEREAS, amendments to the City-wide Budget for the 2025/26 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related expenditures to cover anticipated costs; and

WHEREAS, amendments to the City-wide Budget for the 2025/26 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for the related revenue.

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

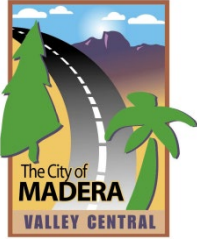
1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

Exhibit A: Budget Adjustment

EXHIBIT A
CITY OF MADERA
Budget Appropriations: Res. 25-

Budget Transfer & Amendment for Fiscal Year 2025/26

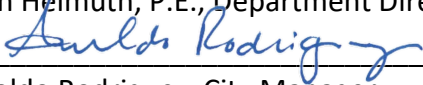
FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Parks Grant Fund					
	41096360	4683	Program Revenue		\$ 15,042
	41096360	5005	Salaries/Part Time	12,042	
	41096360	6480	Program Expense	3,000	
				\$ 15,042	\$ 15,042



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, P.E., Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-5

SUBJECT:

Improvement Deferral Agreement and Authorization of Lien for Jsmak Properties, LLC

RECOMMENDATION:

Adopt a resolution of the City of Madera (City) approving Improvement Deferral Agreement and Authorization of Lien for Jsmak Properties, LLC (Agreement)

SUMMARY:

Jsmak Properties, LLC (Owner) is constructing a Valero gas station and convenience store on the northeast corner of Gateway Drive and Almond Avenue (Assessor's Parcel Number (APN) 012-390-023). Conditional Use Permit (CUP) 2019-16 and 2019-17 along with Site Plan Review (SPR) 2019-23, approved on December 10, 2019, require the Owner construct certain public street improvements including the widening of Gateway Drive and Almond Avenue, traffic signal modifications, and the undergrounding of overhead utility lines along the project frontage. The Owner has been unable to fully complete the required undergrounding and has agreed to defer the dollar-value portion associated with the work. Approval of this deferral requires Council action.

DISCUSSION:

Project condition 35 of the CUP and SPR state that "[a]ll public utilities fronting the project shall be undergrounded, except transformers which shall be mounted on pads". For reasons that remain unclear, the plans prepared by PG&E for undergrounding work included the installation of a new power pole east of the project site, in front an adjacent property as part of removing existing poles. While removing the poles fronting the project complies with the approved conditions, the installation of new poles introduces at least two negative consequences that were neither explicitly nor implicitly authorized by the Condition:

1. At some time in the future, the cost of removing that new pole will be borne by another entity.
2. The goal of undergrounding is to improve aesthetics of the property and, in general, the City. The new pole degrades the aesthetics of another property.

Based on the consequences of the proposed design, Condition 35 cannot be determined to be met. As such, the pole either needs to be removed from undergrounding plans and not installed, or a deferral agreement must be executed with the City. The pole has since been installed.

When the issue was identified, staff discussed available options with the Owner. PG&E informed the Owner that revising the plans to avoid installing a new pole may be possible but would require additional cost and could result in a substantial delay in opening the store. As a result, the Owner agreed to enter into a deferral agreement for the value of the remaining along Almond Avenue; namely removal of the pole that is planned to be installed in front of another business.

Under the proposed agreement, the Owner will pay the estimated value of removing one pole, approximately \$65,000, within 10 years or earlier if another undergrounding project commences that would rely upon the underground of those utilities addressed in this agreement. Staff is supportive of the proposed deferral of the improvements.

FINANCIAL IMPACT:

Approval of the deferral agreement will have no immediate fiscal impact on the City. In the event that the owner defaults on the agreement and does not provide payment upon demand by the City Engineer, the City will place a lien against the property to eventually recoup those costs.

ALTERNATIVES:

Alternatives include requiring undergrounding of the pole through a decision to not approve deferral agreement. This alternative is not supported by staff, as removing the pole after the actual installation can result in devastating delays and expense.

ATTACHMENTS:

1. Location Map
2. Resolution

Exhibit A – Improvement Deferral and Reimbursement Agreement

Attachment 1

Location Map

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

VALERO GAS STATION
APN 012-390-023

DR BY:	NS
CH BY:	
DATE:	04/08/24
SCALE:	NTS
SHT	1 OF 1

Attachment 2

Resolution

RESOLUTION NO. 25-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND
AUTHORIZATION OF LIEN BETWEEN JSMAK PROPERTIES LLC AND CITY OF
MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the subject property is required to construct public improvements (Public Improvements) that include undergrounding of utilities fronting the project parcel in compliance with Conditions of Approval associated with Conditional Use Permit (CUP) 2019-16,17 and Site Plan Review (SPR) 2019-23, approved on December 10, 2019, for a proposed Valero Gas Station located on the northeast corner of Gateway Drive and Almond Avenue; and

WHEREAS, Jsmak Properties, Owner of Record (Owner) of subject property, proposed an undergrounding plan that resulted in a new pole being installed in front of another business; and

WHEREAS, installation of a new pole violates Conditions of Approval which are intended to result in all poles being removed rather than replacement poles being installed elsewhere; and

WHEREAS, Owner has agreed to a deferral of the requirement to ensure all utilities, including poles, are undergrounded.

WHEREAS, said deferral is for the cash value of removing a pole not yet installed by virtue of a future cash payment of \$65,000 in lieu of actual removal of a pole installed in front of another business.

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 Improvement Deferral and Authorization of Lien between City of Madera and Jsmak Properties LLC., a copy of which is on file in the office of the City Clerk, is approved.
3. The Mayor is authorized to execute said agreement on behalf of the City.
4. Staff is directed to record the Improvement Deferral Agreement and Authorization of Lien between City of Madera and Jsmak Properties LLC.
5. This Resolution is effective immediately upon adoption.

Exhibit A

Improvement Deferral Agreement and Authorization of Lien for Jsmak Properties

Recording Requested By:

City of Madera
When Recorded Return To:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived Per Section 27383 of the Government Code

**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR JSMAK
PROPERTIES LLC**

This Improvement Deferral Agreement and Authorization of Lien, herein after called "Agreement", is made and entered into at Madera, California, and is effective this _____ day of _____ 2025, by and between the CITY OF MADERA, a municipal corporation, hereinafter designated and called "CITY", and Jsmak Properties LLC, herein after designated and called "Owner" without regard to number or gender.

RECITALS

- A. Owner owns that property known at 1205 West Almond Avenue, Madera, California 93637 also described as Assessor's Parcel Number (APN) 012-390-023 in which a Valero Gas Station is being constructed (the "Project").
- B. Owner has obtained from the City certain entitlements and/or permits for a development project pursuant to Conditional Use Permit (CUP) 2019-16, 17 and Site Plan Review (SPR) 2019-23.
- C. As conditions of the City approval of said entitlements, Owner shall construct certain public improvements (Public Improvements) that include widening of Almond Avenue and Gateway Drive, landscaping, streetlights, storm drain facilities and undergrounding of utilities fronting the project parcel.
- D. Owner will construct the Public Improvements required by City standards and procedures as required by the Site Plan Review approval and subject to prevailing wages laws.
- E. Owner has obtained or will obtain an encroachment permit from the office of the City Engineer of the City of Madera and complied with the requirements thereof.
- F. Reference is made hereby to (a) improvement construction plans, (b) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (c) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements

generally outlined in this Agreement. Said plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

- G. Owner is requesting that City, subject to the terms and conditions of this Agreement, (a) defer a portion of the Utility Undergrounding Improvements by virtue of a future \$65,000 cash payment.
- H. City and Owner agree that a deferral agreement is an acceptable compromise to enforcement of conditions related to undergrounding of utilities in full compliance with the intent and expectation of the conditions.

AGREEMENT

For valuable consideration, which is hereby acknowledged, the Parties agree as follows:

- 1. The recitals are true and correct and are incorporated by reference.
- 2. Certain Street Improvements as listed below shall be deferred (the “deferred improvements”).
 - a. Removal, or non-construction, of a pole to the east of the project site in front of another business that should not otherwise be installed
 - b. Satisfaction of the deferral will be achieved by virtue of a \$65,000 payment to the City
 - c. The term of the deferral is a period up to ten (10) years, unless otherwise noted.
- 3. Owner agrees to make payment of \$65,000, which has been determined to be equivalent to the cost of removing a PG&E power pole, within 10 years of the execution of this agreement or prior to such time as another undergrounding project commences that would rely upon the payment to assist in the cost of undergrounding those facilities. Said future project may occur earlier than 10 years.

If Owner fails to make said payment within 30 days after the date the City Engineer mails notice of such costs, interest shall accrue on the unpaid costs at the maximum legal rate from the date of notice. The lien shall not be released until all such costs, including accrued interest and other costs associated with collection of the payment including attorney fees, are paid in full, according to the terms specified in this Agreement. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City.

- 4. This Agreement shall terminate upon payment, including other costs if accrued, being made.

5. To the furthest extent allowed by law, Owner shall indemnify, hold harmless, and defend the City, the City Engineer, its officers, and employees from any and all claims, demands, costs, loss, damage, or liability whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage incurred by City, Owner, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation, and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded in connection with City's defense of its actions in any proceeding) arising or alleged to have arisen directly or indirectly of performance or in any way connected with (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Owner and Owner's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; or (v) City's approval of this save and except the sole active negligence of City.
6. The Parties intend that this indemnity provision shall be broadly construed to the fullest extent permitted by law.
7. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity or any other provision.
8. This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the respective parties hereto, and the obligations of this Agreement shall run with and burden the subject property.
9. This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the parties hereto.
10. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.
11. Time is of the essence of this Agreement.

[Signature page follows.]

CITY OF MADERA:

By: _____
Cecelia K. Gallegos, Mayor

ATTEST:

By: _____
Alicia Gonzales, City Clerk

ACCEPTED BY:

By: _____
Keith Helmuth, P.E., City Engineer

APPROVED AS TO FORM:

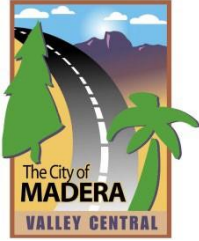
By: _____
Shannon L. Chaffin, City Attorney

OWNER:

JSMACK Properties LLC
A California Limited Liability Corporation

By: _____
Jasvir Singh, President

ATTACH NOTARY ACKNOWLEDGEMENTS
FOR OWNERS/APPLICANTS



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-6

SUBJECT:

Acceptance of Energy Services Agreement with ENGIE Services U.S., Inc.

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of Energy Services Agreement
2. The Recording of Notice of Completion
3. The release of retention after recording of the Notice of Completion

SUMMARY:

In May 2015, the City engaged ENGIE Services U.S. Inc. (ENGIE) to evaluate opportunities for energy conservation and efficiency improvements across City facilities and operations after receiving proposals from ENGIE, Johnson Controls, and Schneider Electric. Over a 16-month period, City staff and ENGIE collaboratively assessed various alternatives to reduce energy consumption and operating costs.

As a result of this analysis, staff recommended that the City Council adopt a Resolution approving an agreement with ENGIE to implement approximately \$18.8 million in energy improvement projects designed to generate long-term savings and sustainability benefits for the City.

The project has since been completed, and staff are now seeking City Council approval to formally close out the project.

BACKGROUND:

In 2015, the City engaged to perform an energy assessment and identify energy conservation measures across approximately 50 City sites. The purpose of this assessment was to provide a comprehensive plan for cost-effective energy retrofits, renewable generation, and infrastructure upgrades that would reduce operating costs and enhance facility reliability.

Staff from multiple departments worked collaboratively with ENGIE to evaluate energy use and opportunities for modernization at key City facilities, including the Wastewater Treatment Plant (WWTP), City Hall, the Police Department, the Corporation Yard, Fire Stations, and several community and recreation centers.

Following this extensive assessment, the City Council authorized ENGIE to proceed with the design and implementation of an energy services project.

The scope of the project included the following major components:

- | | | |
|---------------------------------|-----------------------------|------------------------------|
| ▪ Corporation Yard | ▪ Transit Center | ▪ Engineering Office |
| ▪ Intermodal Transit Facility | ▪ Water wells | ▪ Wells Youth Center |
| ▪ Police Department | ▪ 150 Streetlights | ▪ Bergon Senior Center |
| ▪ City Hall | ▪ Centennial Park | ▪ Municipal Airport |
| ▪ Fire Stations 56 & 57 | ▪ Lions Town & Country Park | ▪ Wastewater Treatment Plant |
| ▪ Sunrise Rotary Sports Complex | ▪ Pan-Am Community Center | |

As a result of its analysis, the team identified the following potential projects. As a point of reference for this report, kW represents kilowatts and kWh represents kilowatt hours.

The scope of the project included the following major components:

1. Solar Photovoltaic Systems
 - a. 360 kW at Lions Town and Country Park
 - b. 137 kW at the Police Department
 - c. 94 kW at the Corporation Yard
 - d. 86 kW at the Municipal Airport
 - e. 151 kW at City Hall
 - f. 123 kW at Fire Station #56, Centennial Park, and the John W. Wells Youth Center
 - g. 122 kW at Sunrise Rotary Sports Complex
 - h. 36 kW at Pan-American Community Center
 - i. 1,051 kW at the Wastewater Treatment Plant (WWTP)
 - j. 2,189 kW RES-BCT (Renewable Energy Self-Generation Bill Credit Transfer) project at WWTP for Citywide cost avoidance. This program allows public entities to generate power at one location and apply the net metering credits to multiple meters they own, thereby making the economics of solar more cost effective.

2. Interior & Exterior Lighting improvements at the following facilities:

- | | | |
|-------------------------------|-----------------------------|---------------------------------|
| ▪ Municipal Airport | ▪ City Hall | ▪ Centennial Park |
| ▪ Intermodal Transit Facility | ▪ Fire Stations 56 and 57 | ▪ Sunrise Rotary Sports Complex |
| ▪ Pan-Am Community Center | ▪ Lions Town & Country Park | ▪ Wastewater Treatment Plant |
| ▪ Engineering Office | ▪ Corporation Yard | ▪ Police Station |
| ▪ Wells Youth Center | ▪ Bergon Senior Center | |

3. HVAC and Energy Management System (EMS) upgrades at the following sites:

- | | | |
|------------------------------|-------------------------------|---------------------------|
| ▪ Wells Youth Center | ▪ Engineering Office | ▪ Fire Stations 56 and 57 |
| ▪ Police Department | ▪ Transit Center | ▪ City Hall |
| ▪ Wastewater Treatment Plant | ▪ Corp Yard Admin Building | ▪ Municipal Airport |
| ▪ Pan-Am Community Center | ▪ Intermodal Transit Facility | ▪ Bergon Senior Center |

4. Electric Vehicle (EV) Charging Stations: Installation of 10 EV charging stations

- a. 5 at the Corporation Yard
- b. 5 at City Hall

5. Electrical Switchgear Replacements to improve power reliability

- a. Lions Town & Country Park

6. Power Quality & Reliability Upgrades (Capacitor Bank & Controls)

- a. Wastewater Treatment Plant

7. Community Road & Safety Improvements

- a. Installation of 150 solar-powered streetlights throughout the City

8. Educational Student Internships – Go Green Initiative

10 local high school internships to provide training and work experiences in the areas of sustainability and renewable energy

DISCUSSION:

Construction of the solar components began in June 2021. The first solar system at the WWTP became operational in October 2023, with the 2nd solar array nearing completion shortly thereafter. Collectively, these systems are designed to produce approximately 5.9 MW of renewable electricity annually, supplying energy to the WWTP, City Hall, Police Headquarters, and other City facilities.

It should be noted that there were no change orders.

FINANCIAL IMPACT:

The total project investment of approximately \$18.8 million was financed through the issuance of \$19.4 million in bonds in December 2019. The debt is being repaid through energy savings, rebates, and avoided utility costs.

In January 2025, the City received a \$1,966,669.83 federal solar investment tax credit from the Internal Revenue Service under the Inflation Reduction Act (IRA). The City's bond counsel, Jones Hall, for a cost of \$50k, assisted staff in securing this reimbursement, which was distributed across the City funds that contributed to the solar project debt service. Staff anticipates an additional IRS payment in approximately one year.

The \$1.97 million solar credit payment received in January 2025 further offsets the project's financing costs and directly benefits the City's enterprise and special revenue funds, including the General Fund, Sewer, Water, Airport, and Facilities Funds.

ALTERNATIVES:

As an alternative, Council may elect to reject the Notice of Completion. Rejection of the notice would result in staff's inability to release retention funds and closing out the project for the Energy Services Agreement with ENGIE Services U.S., Inc.

ATTACHMENTS:

1. Notice of Completion
2. Project Photos

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Madera.
3. The full address of the undersigned is 205 W. 4th Street, Madera, CA 93637.
4. The nature of the title of the undersigned is: In fee Renewable & Energy efficiency Improvements
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name

Address

N/A

6. A work of improvement on the property hereinafter described was completed on 3/25/2025
7. The name of the original contractor, if any, for such work of improvement was:
(If no contractor for work of improvements as a whole, insert "none".)

ENGIE Services U.S. Inc. (ENGIE)

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name

Address

N/A

9. The property on which said work of improvement was completed is in the City of Madera, County of Madera, State of California, and is described as follows:

- | | | |
|---------------------------------|-----------------------------|------------------------------|
| ▪ Corporation Yard | ▪ Transit Center | ▪ Wells Youth Center |
| ▪ Intermodal Transit Facility | ▪ Water wells | ▪ Bergon Senior Center |
| ▪ Police Department | ▪ 150 Streetlights | ▪ Municipal Airport |
| ▪ City Hall | ▪ Centennial Park | ▪ Pan-Am Community Center |
| ▪ Fire Stations 56 & 57 | ▪ Lions Town & Country Park | ▪ Madera Swimming Pool |
| ▪ Sunrise Rotary Sports Complex | ▪ Engineering Office | ▪ Wastewater Treatment Plant |

10. The street address of said property is:

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 #56	317 N Lake St., Madera, CA 93638
Fire Station #57	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, CA 93637
Madera Community Center	1901 Clinton St, Madera, CA 93638
Madera Swimming Pool	221 Flume St, Madera, CA 93638
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
Engineering Office	428 E Yosemite Ave, Madera, CA 93638
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637
John Wells Youth Center	701 E 5 th St, CA 93638
150 Solar Street Lights	Various Locations within the City Limits

11.

(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

State of California
County of Madera

_____, being duly sworn says: He is the _____ of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

The 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

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2025 by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

City Hall Solar Canopy



WWTP Solar Field



Solar Streetlight



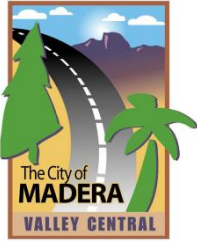


EV Charger City Hall



Electrical Upgrades Lions T & C Park

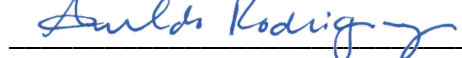




REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-7

SUBJECT:

Surplus and disposition of nine (9) Automated External Defibrillators (AEDs)

RECOMMENDATION:

Adopt a Resolution authorizing the surplus and disposition of nine (9) end-of-life AEDs to AEDSuperstore through the AED Trade-In Program for \$150 each (\$1,350 total)

SUMMARY:

In 2015, the City of Madera (City) acquired Philips AEDs to be installed in various fixed locations within City facilities. Those AEDs had a useful life of approximately 10 years, which has now passed. After having replaced the AEDs, staff now desires to declare the old AEDs as surplus as they do not retain any useful purpose for the City. The devices and certain accessories are considered medical equipment, which restricts the City from legally selling the items on the open market. AEDSuperstore, an AED retailer, accepts used AEDs for reclamation purposes so long as they meet certain requirements. AEDSuperstore will pay the City \$150 for each Philips AED that is traded-in; the City will be responsible for shipping, estimated at \$100. The remaining components will be recycled or disposed of, according to local protocol, while the AED cabinets will be stored until such time that the City holds a surplus auction.

DISCUSSION:

The City's Human Resources Department maintains an on-site AED program which includes maintenance and oversight of AEDs at various City-owned facilities so staff or the public can respond in the event of an emergency. Having AEDs in City facilities also allows the City to meet certain regulatory requirements for public buildings, pools, gyms, etc.

In October 2015, the City purchased Philips HeartStart On-Site Defibrillators (AEDs) for various City sites. After 10 years, the Philips AEDs reached the end of their recommended service life. In October 2025, all Philips AEDs were replaced with new ZOLL AED Plus devices. Once all the Philips

AEDs were taken out of service and the ZOLL AEDs were in place, staff pursued disposal options. Staff researched options and identified AEDSuperstore's trade-in program as the preferred disposal method. AEDSuperstore advised they would accept all nine (9) of the City's Philips AEDs. Once the AEDs are received by AEDSuperstore, they will be evaluated for recyclability. If approved, payment will be sent to the City in the amount of \$150 each, for a total of \$1,350. The City will be responsible for shipping the units to AEDSuperstore, estimated at \$100.

Due to the AEDs being classified as medical devices, it would be illegal for the City to list the AEDs for public surplus auction and potentially sell to an individual as the devices are regulated by the Food and Drug Administration.

FINANCIAL IMPACT:

Staff was aware the Philips AEDs would need to be replaced in the current fiscal year, so funds were budgeted for this purpose in the Risk Management Org (10901510). The proceeds from the sale of the AEDs will be deposited into the same org from which the replacement AEDs were purchased.

Table 1 below shows the estimated transaction details.

Table 1: AED Trade-In			
<i>Retailer</i>	<i>AED Count</i>	<i>Trade-in Price</i>	<i>Total</i>
AEDSuperstore	9	\$150	\$1,350
Estimated shipping			-\$100
Estimated revenue			\$1,250

ALTERNATIVES:

Staff could be directed to retain the used AEDs or dispose of them at a local hazardous waste facility without compensation.

ATTACHMENTS:

1. Resolution
Exhibit A – AEDSuperstore AED Trade-In Program Form

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE SURPLUS AND TRADE-IN OF NINE (9)
AUTOMATED EXTERNAL DEFIBRILATORS (AEDS)**

WHEREAS, the City of Madera (City) maintains an onsite AED program to support emergency response and comply with California law; and

WHEREAS, nine (9) AEDs are past their useful emergency response service life and have been replaced with new AEDs, however the used AEDs are in good physical condition; and

WHEREAS, AEDs are considered medical equipment and the City cannot legally sell the devices on the open market; and

WHEREAS, AED retailer, AEDSuperstore, has agreed to accept the trade-in of nine (9) AEDs for one-thousand three-hundred fifty dollars (\$1,350) to be recycled; and

WHEREAS, the trade-in of nine (9) AEDs to AEDSuperstore will be executed through the AED Trade-In Program.

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

1. The City Council hereby declares nine (9) Philips HeartStart On-Site Defibrillators as surplus property.
2. The City Council approves the trade-in of nine (9) AEDs (Serial Numbers A15G-03828, A15G-03806, A15G-03830, A15G-04042, A15G-03814, A15G-03832, A15G-04031, A15G-04348, A24C-04825) to AEDSuperstore in accordance with the AEDSuperstore AED Trade-In Program form, attached as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

Exhibit A: AEDSuperstore AED Trade-In Program Form



AED Trade-In Program

Max Trade Values

Cardiac Science	Value	Qty	Subtotal
Powerheart G5	\$300		\$0

Zoll	Value	Qty	Subtotal
AED Plus	\$300		\$0
AED Pro	\$400		\$0
AED 3	\$500		\$0

Physio-Control	Value	Qty	Subtotal
LIFEPAK 1000	\$300		\$0
LIFEPAK CR2	\$400		\$0

HeartSine	Value	Qty	Subtotal
Samaritan Pad 450	\$250		\$0
Samaritan Pad 350/360	\$150		\$0

Philips	Value	Qty	Subtotal
FRx <i>**MFR date must be 2014-newer</i>	\$150		\$0
Onsite <i>**MFR date must be 2014-newer</i>	\$150	9	\$1350

Trade-In Total:	\$1,350
------------------------	----------------

*Company/Name to Appear on Check:

Contact:

Company:

*Address:

*City:

*State:



*Zip:

Phone:

Email:

Choose a quantity beside eligible AED model being traded and provide serial number of trade-in unit(s) below. If more than 4 units, serial numbers will print on a separate sheet of paper. If unsure where to locate serial numbers, please click the  icon next to desired AED model to see an example.

**For trade-ins of 25+ units, please contact us to verify price eligibility for large quantity.*

***Please enter serial numbers below. They will print on a separate page.**

Please include completed form with your eligible trade-in AED(s) and mail to the address below to obtain a rebate check. Check will be sent to the name and address completed on form above within 2-4 weeks of receipt of AED(s). Customer is responsible for all shipping costs.

If check should be sent to separate location than AED source, please attach additional address info. For questions, please contact RebateCenter@sarnova.com or 888-851-8584.

Send completed form with eligible AEDs to:

AED Rebate Center
1033 Collins Road, Suite B,
Greenwood, IN 46143

Free Disposal For:

- Avive Connect AED
- Cardiac Science G3
- CardioVive
- Defibtech Lifeline
- Defibtech Lifeline View, Reviver View
- LIFEPAK 500
- LIFEPAK CR PLUS
- LIFEPAK EXPRESS
- HeartSine 300
- Philips ForeRunner or FR-2
- Philips FR-X (MFR date 2013 and older)
- Philips Onsite (MFR date 2013 and older)
- Philips FR-3
- Welch Allyn AED 10 or 20

To Qualify: Units must be U.S. units, currently supported, pass self-test and not be on any recall list. Unit condition cannot have any major cosmetic issues.

****Pricing & specific eligibility subject to change based on market conditions. Offer is valid for 30 days.**

Get \$200 Off

Trade-In Serial Numbers

Serial #1:

A15G-03828

Serial #3:

A15G-03830

Serial #5:

A15G-03814

Serial #7:

A15G-04031

Serial #9:

A24C-04825

Serial #2:

A15G-03806

Serial #4:

A15G-04042

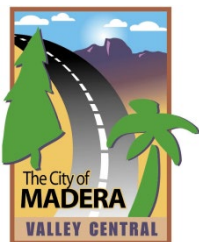
Serial #6:

A15G-03832

Serial #8:

A15G-04348

Get \$200 Off



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-8

SUBJECT:

Informational report on the Community Development Block Grant (CDBG) Revolving Loan Program

RECOMMENDATION:

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

SUMMARY:

The City is an entitlement grantee under the U.S. Department of Housing and Urban Development (HUD). The Program Year 2025/26 Annual Action Plan (AAP) was approved by Resolution No 25-150. The Program Year 2025/26 AAP describes funding for projects. This funding consists of multiple funding resources including the current CDBG allocation and the Revolving Loan Fund (RLF) program income balance.

During the August 13, 2025, City Council meeting, potentially reallocating funds was discussed. As directed by Council, staff reviewed the RLF program and consulted with the Madera County Economic Development Commission (MCEDC) to strategize the efficient use of these funds.

DISCUSSION:

The RLF is currently administered by MCEDC. RLF funds are used to provide start-up funds to low-moderate income local small business owners. The revenue from the loans that are paid back to the City are used to fund new loans. Thus, these monies are “revolving.”

The revenue generated by the RLF is considered program income. This revenue is added to the City’s CDBG line of credit with the Department of Housing and Urban Development (HUD) for purposes of determining if the City is meeting its timeliness obligation under the CDBG

assurances. Under the timeliness obligation, a CDBG recipient organization is required to maintain a credit balance no greater than one and one-half (1.5) times its annual grant 60 days prior to the end of the program year. Annually, on May 2nd, HUD performs a Timeliness check.

Currently, there are three outstanding loans. Table 1 summarizes the outstanding loans status.

Table 1: Revolving Loan Outstanding Loan Balances		
Business	Original Loan Amount	Outstanding Balances as of November 5, 2025
Jairo Sepulveda	\$48,600.17	\$2,081.70
Galaxy Dance	\$28,000	\$18,085.76
GQ Investments	\$125,000	\$50,564.20
Total:		\$70,731.66

In addition to the outstanding loan balance total of \$70,731.66, there is a total of \$387,374.04 available for disbursement.

Revolving Loan Fund Marketing:

The last RLF applications submitted to/approved by the City were in the first quarter of 2021. While the COVID pandemic suppressed demand for loans funded through this program, it has also become apparent that many potential businesses were not aware of the RLF program. As a result, MCEDC has marketed the RLF program utilizing the following strategies:

1. The RLF program description is included in MCEDC's monthly newsletter.
2. RLF program information has been added to MCEDC's website homepage.
3. MCEDC has partnered with the Chamber of Commerce. The Chamber of Commerce included information about the program in their monthly newsletter and has flyers in their office.
4. MCEDC shared the flyer with Madera County Workforce.

While any for-profit business in Madera may apply for an RLF loan, there has been minimal interest over the last few years. The existing loan requirements may be a factor. Some of those requirements are:

1. The minimum loan amount is \$20,000.
2. Applicant qualifications include technical assistance in entrepreneurship.
3. HUD guidelines require that for every \$35,000 borrowed the client must create one full time job with 51 percent of those jobs being filled by a low to moderate income individual.
4. The loan documents include a collateral requirement such as a deed of trust (lien against real property).

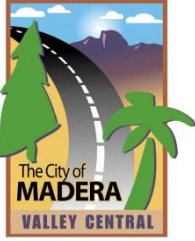
MCEDC agrees that interest in the program has declined but believes the RLF program is a critical tool for local business owners. City staff and the MCEDC continue to meet to determine an amount that is sufficient to fund the RLF program. It is likely that, as a result of those discussions, staff will seek Council approval in 2026 to repurpose a portion of these funds considering the program constraints and the impact of the RLF funds on the City's ability to meet the HUD timeliness requirement.

FINANCIAL IMPACT:

Disbursement of RLF program income funds do not have an impact on the General Fund. However, the program income balance is included in the City's line of credit with HUD. Failure on the City's behalf to expend this program income balance expeditiously may result in the City's inability to meet HUD's Timeliness requirement.

ALTERNATIVES

This is an informational item only.



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-9

SUBJECT:

Budget Amendment for Appliance Purchases

RECOMMENDATION:

Adopt a Resolution approving a budget amendment to the Fiscal Year 2025/26 Operating Budget to appropriate Supplemental Law Enforcement Services Fund balance funds for the purchase of an ice maker and evidence refrigerator

SUMMARY:

The Police Department (MPD) is requesting City Council approval of a Resolution authorizing a budget amendment to the Fiscal Year 2025/26 Operating Budget to appropriate funds from the Supplemental Law Enforcement Services Fund (SLESF) balance. The funds requested will be used to purchase a replacement ice maker for the MPD's breakroom and a new refrigerator for the evidence room. These purchases were not anticipated during the annual budget preparation process, as both existing units failed unexpectedly after the budget was adopted.

DISCUSSION:

MPD has experienced unexpected failures of two essential equipment items, the break room ice maker and the evidence refrigerator. The ice maker, located in the staff break room, has become inoperable and cannot be repaired. The ice maker is an essential appliance that promotes employee health and comfort while also serving as a valuable resource during community engagement events. Because the failure occurred after adoption of the current budget, no funds were allocated for its replacement.

Similarly, the evidence refrigerator, which is critical for the proper storage of biological and perishable evidence, has reached the end of its service life and must be replaced to maintain compliance with state and local evidence handling standards. The refrigerator's replacement was also unplanned and therefore not included in the current fiscal year budget.

MPD has made attempts to fix both the refrigerator and ice maker, but the repairs did not last and were unreliable. Service providers confirmed both units are past their typical service life, justifying a full replacement to ensure long-term serviceability.

To address these unforeseen equipment needs, MPD proposes using available funds from the SLESF balance. SLESF funds may be used to support front-line law enforcement operations and related equipment. Approval of this budget amendment will authorize the appropriation of SLESF balance funds to purchase both the ice maker and the evidence refrigerator, ensuring MPD's operational and compliance needs are met.

FINANCIAL IMPACT:

Approval of the Resolution will amend the Fiscal Year 2025/26 Operating Budget to appropriate \$13,500 from the SLESF balance for the purchase of one break room ice maker and one evidence refrigerator. These expenses were not included in the adopted budget due to the unforeseen equipment failures. Sufficient fund balance is available, and no impact on the General Fund is anticipated.

ALTERNATIVES:

Council may request staff return with additional information or request staff use an alternative source of funds to purchase the appliances.

ATTACHMENTS:

1. Resolution approving budget amendment

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF
MADERA FISCAL YEAR 2025/2026 BUDGET TO APPROPRIATE
SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE
PURCHASE OF AN ICE MAKER AND EVIDENCE REFRIGERATOR**

WHEREAS, the City of Madera has an Adopted Budget for Fiscal Year 2025/2026; and

WHEREAS, the City desires to amend the adopted Budget to reflect the purchase of an ice maker and evidence refrigerator; and

WHEREAS, the amendment to the City of Madera Fiscal Year 2025/2026 Budget, listed in Exhibit A, attached hereto, is necessary to appropriate funds for the expenditure of the appliances.

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

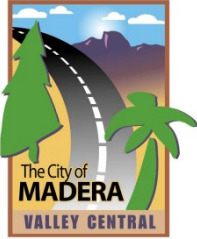
1. The above recitals are true and correct.
2. Funds shall be appropriated in the Fiscal Year 2025/26 Adopted Budget in the amount of \$13,500 from available Supplemental Law Enforcement Services Fund balance in the Supplemental Law Enforcement vehicles and equipment account to fund the purchase of 1 ice maker and 1 evidence refrigerator.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2025/26 BUDGET APPROPRIATION
FOR THE POLICE DEPARTMENT'S ICE MAKER AND EVIDENCE REFRIGERATOR

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>GENERAL FUND</u>					
4770	47700000	4900	Budgetary Carryover	13,500.00	
4770	47700000	7000	Vehicles & Equipment		13,500.00
TOTALS				<u>13,500.00</u>	<u>13,500.00</u>



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-10

SUBJECT:

California Department of Fish and Wildlife (CDFW) Hunter Education Fee Waiver Requests

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Rotary Youth Hut on 16 dates through September 2026, related to Hunter Education Classes, hosted by the California Department of Fish and Wildlife, at an anticipated rental fee of \$3,545

SUMMARY:

The City received a request from the CDFW seeking a waiver of rental fees for the use of the Rotary Youth Hut to host 16 classes, on separate dates from December 2025 through September 2026.

The classes are Hunter Education Classes, focused on safety and also teach ecology, environmental protection, and stewardship of natural resources through legal and ethical practices. These classes are intended for those wishing to learn about hunting, need refresher courses, or are in need of strict instruction on the safe handling of firearms.

DISCUSSION:

CDFW has submitted a formal request in writing to use the Rotary Youth Hut to host 16 classes on separate dates from December 2025 through September 2026. These classes are under the hunter education program.

California requires hunter education training for those who:

- Have never held a California hunting license
- Do not have a hunter education certificate, or

- Do not have a hunting license from another state or province issued within the past two years.

Students may choose between two different types of hunter education class format options: (1) Traditional Hunter Education Class and (2) an Online Follow-up Class. Hours of instruction vary depending on the type of class the instructor is offering. Classes are offered throughout CDFW by more than 1,000 certified volunteer instructors, all dedicated to keeping hunting safe, ethical, and available to Californians.

The active hunter education instructor is Brent DeNatly. Mr. DeNatly is a volunteer instructor with CDFW, retired from a career in law enforcement. Assisting him during instruction will be a uniformed warden(s) from CDFW, who will be assisting with the instruction and testing.

These classes would be open to all and comply with all State and federal non-discrimination laws and best practices. Instructors are all volunteers and are not allowed to receive any compensation for time, travel expenses, or related costs. To help keep these trainings free to the community, instructors and CDFW need venues free of charge, or with very minimal rental fees, to provide as training locations where written testing can be conducted as well.

The dates being requested are as follows:

1. December 6, 2025
2. January 10, 2026
3. January 31, 2026
4. February 14, 2026
5. February 28, 2026
6. March 07, 2026
7. March 28, 2026
8. April 11, 2026
9. May 9, 2026
10. May 23, 2026
11. June 6, 2026
12. June 27, 2026
13. July 18, 2026
14. August 1, 2026
15. August 29, 2026
16. September 19, 2026

The Rotary Youth Hut would be reserved from 9:30 am to 10 pm on these dates.

While staff supports the request, CDFW is still required to provide insurance documentation for City facility rentals that meet City requirements, through the duration of all classes.

FINANCIAL IMPACT:

The applicable costs for renting the Rotary Youth Hut, with the requested dates, are summarized in Table 1 and would apply to this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Rotary Youth Hut – All Day Rental	Fee
Administrative Fee	\$25
16 dates x \$180	\$2,880
Early Access	\$640
Total	\$3,545

ALTERNATIVES:

The Council may elect to reject the fee waiver and require CDFW to remit any associated fees if they wish to rent the Rotary Youth Hut on the listed dates and times.

ATTACHMENTS:

1. Resolution waiving rental fees of the Rotary Youth Hut on 16 separate dates through September 2026, related to Hunter Education Classes, hosted by the California Department of Fish and Wildlife, at an anticipated rental fee of \$3,545
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the Rotary Youth Hut on 16 separate dates through September 2026, related to Hunter Education Classes, hosted by the California Department of Fish and Wildlife, at an anticipated rental fee of \$3,545

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, WAIVING THE RENTAL FEES OF THE ROTARY YOUTH HUT ON
16 SEPARATE DATES THROUGH SEPTEMBER 2026, RELATED TO HUNTER
EDUCATION CLASSES, HOSTED BY THE CALIFORNIA DEPARTMENT OF FISH
AND WILDLIFE, AT AN ANTICIPATED RENTAL FEE OF \$3,545**

WHEREAS, the City has received a request for the waiver of fees for the rental of the Rotary Youth Hut; and

WHEREAS, the request is from the California Department of Fish and Wildlife (CDFW);
and

WHEREAS, CDFW is looking to host Hunter Education Classes; and

WHEREAS, the request is for rental utilization of the Rotary Youth Hut, on 16 different dates, from 9:30 am – 10 pm, including setup and cleanup time; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at \$3,545; and

WHEREAS, CDFW is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as outlined in this resolution serves a valid public purpose in that CDFW's Hunter Education Classes promote safety, teach about ecology, environmental protection, and stewardship of natural resources, which benefits residents of the City of Madera.
3. The City Council does hereby waive the City fees for Rental Fees of the Rotary Youth Hut on the date and time identified, included as Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A – Dates and Times Requested by the California Department of Fish & Wildlife for Hunter Education Classes

The dates being requested are as follows:

5. December 6, 2025
6. January 10, 2026
7. January 31, 2026
8. February 14, 2026
9. February 28, 2026
10. March 07, 2026
11. March 28, 2026
12. April 11, 2026
13. May 9, 2026
14. May 23, 2026
15. June 6, 2026
16. June 27, 2026
17. July 18, 2026
18. August 1, 2026
19. August 29, 2026
20. September 19, 2026

The Rotary Youth Hut would be reserved from 9:30 am to 10 pm on these dates.

ATTACHMENT 2
Letter of Request

Brent DeNaty, Hunters Education Instructor (HEI) #4685

[REDACTED]
Merced, CA 96348
[REDACTED]
[REDACTED]

City of Madera
205 W. 4th Street
Madera, CA 93637

October 3, 2025

Madera City Counsel,

RE: Request to waive the fees associated with renting the city's Rotary Youth Hut.

I am a volunteer instructor with the California Department of Fish and Wildlife and I teach Hunters' Education Classes. The Central Valley has some of the highest demand for this instruction along with far too few instructors and venues. After retiring from a career in law enforcement I decided to volunteer with this program to provide a needed service to our community. Completion of a hunters' education class is required for all new hunters in the State of California and for hunters wishing to hunt in other states. This is a non-profit government program ran by the state's Department of Fish and Wildlife (formally Fish and Game).

The Hunters' Education class focuses on safety and also teaches ecology, environmental protection, and stewardship of our natural resources through legal and ethical practices. Many of the students are young persons who have particular need of strict instruction on the safe handling of firearms; however, the classes always also have adults who wish to begin hunting or who otherwise need this training.

The training is open to all and complies with all state and federal non-discrimination laws and best practices. Instructors, such as myself, do it all as volunteers and we are not allowed to receive any compensation for our time, travel expenses, or related costs. In order to keep this training free to the community, we need venues to provide locations where we can conduct the training and conduct written tests of the student's knowledge and skills.

The State of California is self-insured and the Department of Fish and Wildlife has provided me a certificate of insurance (attached). In accordance with the City of Madera *Department of Parks & Community Services Reservation Policy*, Section 4; 4-1, my purposes qualify for the fee waiver as it is conducted under the auspices of a state agency. Additionally, while I'll be the primary instructor, there will be a uniformed warden(s) from the California Department of Fish

and Wildlife who will assist in the instruction and testing. If you have any questions or concerns regarding this program, you may contact the regional Hunters' Safety coordinator, Lieutenant Gregory Grinton, at (916) 719-5890 or gregory.grinton@wildlife.ca.gov

As the local demand in and around Madera far outpaces our current capacity, I'm requesting fee waivers for the following dates for the Rotary Youth Hut, but I have some flexibility and will of course work with you any way I can:

December 06, 2025

January 10, 2026

January 31, 2026

February 14, 2026

February 28, 2026

March 07, 2026

March 28, 2026

April 11, 2026

May 09, 2026

May 23, 2026

June 06, 2026

June 27, 2026

July 18, 2026

August 01, 2026

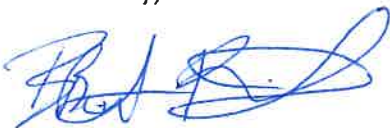
August 29, 2026

September 19, 2026

I feel strongly that this is a great educational program and a wonderful service to the community. I can assure you that we will be good stewards of the facilities and I will ensure that they are maintained appropriately. We will follow all city rules and regulations, and see that the students do so also.

Thank you for your consideration, and please feel free to contact me or request my attendance at your meeting(s) if you have any questions or concerns.

Sincerely,



Brent DeNatly

Attachment

From: [Grinton, Gregory@Wildlife](mailto:Grinton.Gregory@Wildlife)
To: [Mercedes Bravo](#)
Cc: bdenatly@gmail.com
Subject: RE: City of Madera Parks & Community Services Department
Date: Thursday, October 30, 2025 3:10:48 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Mercedes,

Thank you for reaching out to me today and following up on this. Brent D Denatly is currently an active Hunter Education instructor with the California Department of Fish and Wildlife hunter education program. Instructor Denatly is currently in the process to find a location where he can continually offer hunter education classes. California requires hunter education training for those who have never held a California hunting license, who do not have a hunter education certificate, or who do not have a hunting license from another state or province issued within the past two years. Students may choose between two different types of hunter education class format options (1) Traditional Hunter Education Class and (2) an Online Follow-up Class. Hours of instruction vary on the type of class the instructor is offering. Classes are offered throughout the State by more than 1,000 certified volunteer instructors, all dedicated to keeping hunting safe, ethical, and available to all Californians. The backbone of California's hunter education training effort is the many dedicated volunteer instructors, who give their time and energy to the program. They have been the driving force for the program since its inception. California instructors have trained well over one million hunters since the start of the program. Training in the principles of firearm safety, hunter ethics and sportsmanship, wildlife conservation and management, and hunter-landowner relations are the keys for a safe hunting future. In a continued effort to reduce firearm accidents, the State of California requires all first-time resident hunters, regardless of age, to complete hunter education training or pass a comprehensive equivalency test before purchasing a hunting license. In collaboration with volunteer instructors, CDFW provides for hunter education throughout the state. I hope this is what you were looking for, if you have any additional questions pertaining to our program, please do not hesitate to reach out to me directly.

Thanks,

Greg Grinton

Lieutenant Specialist

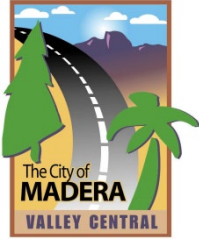
California Department of Fish & Wildlife

Hunter Education District Coordinator

Office: 925-626-3557 or Cell: 916-719-5890

1.888.334.CALTIP - 24 Hour Secret Witness Hotline

Gregory.Grinton@wildlife.ca.gov



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-11

SUBJECT:

Madera County Master Gardeners Fee Waiver Request for the Annual Tea Party

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Frank Bergon Senior Center on Saturday, January 31, 2026, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of \$465

SUMMARY:

The City received an inquiry from the Madera County Master Gardeners (MCMG) requesting waiving rental fees for using the Frank Bergon Senior Center (FBSC) to host an Annual Tea Party.

The event will take place on Saturday, January 31, 2026, from 8:00 am – 4:30 pm, including setup and cleanup time.

DISCUSSION:

The MCMG has submitted a formal request in writing to use FBSC to host an Annual Tea Party fundraising event. The request comes specifically from the past president of the Madera County Master Gardeners, Candy Talley.

The MCMG oversees a two-acre demonstration garden, known as the 3 Sisters Garden, on the campus of the Madera Community College. The garden is open and available to the public. To support the garden, a foundation has been established, Friends of 3 Sisters, which holds a non-profit status. To help fund the foundation, the MCMG hosts two fundraisers, one being the Annual Tea Party in January and a Glorious Garden Tour in April. The group is requesting a waiver

of fees, as savings would go towards the continuous maintenance and development of the 3 Sisters Garden, a benefit to the community.

While staff supports the request, MCMG is still required to provide insurance documentation for City facility rentals that meet City requirements.

FINANCIAL IMPACT:

The applicable costs for renting the FBSC, with the requested date, are summarized in Table 1 and would apply to this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Multi-Purpose Room – All Day Rental	\$400
Kitchen Access	\$40
Total	\$465

ALTERNATIVES:

The Council may elect to reject the fee waiver and require MCMG to remit any associated fees if they wish to rent the FBSC on the listed dates and times.

ATTACHMENTS:

1. Resolution waiving rental fees of the Frank Bergon Senior Center on Saturday, January 31, 2026, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of \$465
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the Frank Bergon Senior Center on Saturday, January 31, 2026, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of \$465

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, WAIVING THE RENTAL FEES OF THE FRANK BERGON SENIOR
CENTER ON SATURDAY, JANUARY 31, 2026, RELATED TO AN ANNUAL TEA
PARTY HOSTED BY THE MADERA COUNTY MASTER GARDENERS, AT AN
ANTICIPATED RENTAL FEE OF \$465**

WHEREAS, the City has received a request for the waiver of fees for the rental of the Frank Bergon Senior Center (FBSC); and

WHEREAS, the request is from the Madera County Master Gardeners (MCMG); and

WHEREAS, MCMG is looking to host their Annual Tea Party fundraiser event; and

WHEREAS, the request is for rental utilization of the Frank Bergon Senior Center, on Saturday, January 31, 2026, from 8 am – 4:30 pm, including setup and cleanup time; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at \$465; and

WHEREAS, MCMG is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as outlined in this resolution serves a valid public purpose in that the Madera County Master Gardeners Annual Tea Party promotes the 3 Sisters Garden, which is a community garden open to the public.
3. The City Council does hereby waive the City fees for Rental Fees of the Frank Bergon Senior Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2
Letter of Request



Friends of Three Sisters Garden

[REDACTED]
Madera, CA 93637

October 13, 2025

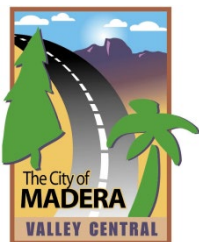
To whom it may concern,

My name is Candy Talley and I am the past president for the Madera County Master Gardeners. As Master Gardeners, our mission is to enrich our community through education and promoting the value of horticulture in our lives. As part of our community education, we have developed and maintain a two-acre demonstration garden, The 3 Sisters Garden, on the campus of the Madera Community College that is open and available to the public.

To support our garden, we established a foundation, Friends of 3 Sisters. The Friends of 3 Sisters is a 501 (c)(3)-[REDACTED] non-profit. To fund the foundation, we have two fundraisers, our Tea Party in January and Glorious Garden Tour in April. In the past, we have held our annual Tea Party at the Bergon Center, and the rental fee has been waived. We are requesting the fee be waived for our Tea Party on Sat. January, 31, 2026 from 8 to 4. We are requesting the fee be waived so that the money we would have to pay towards rental can go towards maintenance and continued development of The 3 Sisters Garden for the benefit of our community.

Thank you for your consideration,

Candy Talley



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-12

SUBJECT:

Agreement with SNF Polydyne Inc. for sludge dewatering polymers

RECOMMENDATION:

Adopt a resolution approving a five-year agreement with SNF Polydyne Inc. to provide sludge dewatering polymers for use at the Wastewater Treatment Plant.

SUMMARY:

The City of Madera (City) owns and operates a Wastewater Treatment Plant (WWTP) with a sludge dewatering facility southwest of the City. Sludge is a byproduct of wastewater treatment and is dewatered to reduce volume and lower disposal costs. The dewatering process at the WWTP employs two sludge centrifuges that require polymer to enhance water removal. Staff published a Request for Proposals (RFP) and received one (1) responsive bid. The proposed five-year agreement with SNF Polydyne Inc. provides a continued supply of polymer necessary for WWTP operations.

DISCUSSION:

The City previously maintained a contract with SNF Polydyne Inc., which expired June 21, 2025. Since that time, the City has continued purchasing the required sludge dewatering polymer from SNF Polydyne Inc. on an as-needed basis to ensure uninterrupted operations.

To establish a new agreement, the City issued RFP No. 202526-10 – Sludge Dewatering Polymers on August 25, 2025, in compliance with the City's purchasing policy. The RFP was posted on PlanetBids, the City's online procurement platform, which notified 45 registered vendors. In addition, the RFP was emailed directly to 45 additional firms to ensure broad outreach. Of the notified businesses, 15 firms downloaded the solicitation, and 13 indicated their intent to submit a proposal.

Interested vendors were required to conduct a jar test at the WWTP to evaluate polymer effectiveness under actual operating conditions and under staff supervision. Two (2) firms

completed jar tests, and one (1) proposal from SNF Polydyne Inc. was submitted by the September 22, 2025, deadline.

The proposal was reviewed in accordance with the evaluation criteria outlined in the RFP and was found to meet the City's technical and performance requirements.

The evaluation criteria as presented in the RFP are outlined in Table 1.

Table 1: Evaluation Criteria and Evaluation Score	
<i>Criteria</i>	<i>Max. Evaluation Score</i>
Completeness of Response	Pass/Fail
Product Specifications	80
References	5
Cost Proposal	15
Total	100

SNF Polydyne Inc. has provided the requested polymers at the WWTP for several years with no product or customer service issues. Based on the outcome of the jar test and submittal of a responsive bid, staff is recommending award of the agreement to SNF Polydyne Inc. A summary of the proposed agreement is as follows.

- The agreement term is five (5) years with no extensions.
- The supplier will be responsible for delivering the sludge dewatering polymer and offloading it.
- A sales representative shall provide a monthly service call to monitor the polymer's performance and ensure that the same efficiency is maintained as shown in the jar test.
- The supplier shall provide the polymer on an "on-call, as needed" basis with no minimums or maximums.
- The agreement may be terminated at any time without liability with 30 business days prior written notice by either party. In the event of such termination, the supplier will be paid for all goods provided prior to termination.

FINANCIAL IMPACT:

Under the proposed agreement, SNF Polydyne Inc. will supply the City with sludge dewatering polymer at a rate of \$1.54 per pound, plus applicable sales tax, including delivery. This is lower than the City's current rate of \$1.93 per pound, resulting in an approximate 20% cost savings on a unit-price basis.

Polymer usage fluctuates throughout the year based on operational needs, influent conditions, and seasonal flows. Because of this variability, annual expenditures are difficult to precisely quantify. However, given the reduced unit cost under the new agreement and the historical range of polymer usage at the WWTP, staff anticipates that all associated expenses will remain well within the existing operating budget. These expenditures are funded through the Wastewater

Utility Fund, supported by sewer service rates, and represent a routine operating cost necessary for the continued treatment and disposal of wastewater.

ALTERNATIVES:

Alternatively, Council may choose to:

- Decline to approve the agreement with SNF Polydyne Inc.
- Direct staff to re-release RFP for sludge dewatering polymers

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Agreement with SNF Polydyne Inc.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT WITH SNF POLYDYNE INC.
FOR THE PURCHASE OF SLUDGE DEWATERING POLYMERS FOR USE
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Madera (City) owns and operates a Wastewater Treatment Plant (WWTP) that requires the ongoing use of sludge dewatering polymers as part of its treatment process; and

WHEREAS, the City has an ongoing need to procure sludge dewatering polymers to ensure continuous and effective WWTP operations; and

WHEREAS, the City issued Request for Proposal (RFP) No. 202526-10 for sludge dewatering polymers on August 25, 2025; and

WHEREAS, the City received one responsive bid in response to the RFP, which was reviewed and evaluated in accordance with criteria established in the solicitation; and

WHEREAS, SNF Polydyne Inc. was determined to have a responsive and responsible proposal, meeting all City requirements; and

WHEREAS, the City wishes to enter into an agreement with SNF Polydyne Inc. for the purchase and delivery of sludge dewatering polymers for the WWTP; and

WHEREAS, an agreement has been prepared that is in the best interests of the City and SNF Polydyne Inc.; and

WHEREAS, all expenditures associated with the contract will be funded through the Wastewater Utility Fund, supported by sewer service rates with no impact to the General Fund, and sufficient appropriations are available in the Fiscal Year 2025-26 operating budget.

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 hereby accepts the sole proposal received for this Request for Proposals, finds SNF Polydyne Inc. has submitted a responsive and responsible proposal, and awards the Agreement for Goods and Services for RFP No. 202526-10, Sludge Dewatering Polymers for the City of Madera Wastewater Treatment Plant to SNF Polydyne Inc., which is attached hereto as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

* * * *

Exhibit A: Agreement with SNF Polydyne Inc.

**AGREEMENT FOR GOODS AND SERVICES BETWEEN
CITY OF MADERA AND SNF POLYDYNE INC.**

This Goods and Services Agreement, (hereinafter referred to as the "Agreement"), effective November 19, 2025, is entered into between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and SNF Polydyne Inc. (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, City issued a Request for Proposals for sludge dewatering polymers for the Wastewater Treatment Plant (WWTP); and

WHEREAS, Vendor submitted a proposal for providing the requested goods and is engaged in the business of furnishing such goods and related services and hereby warrants and represents that it is qualified, licensed, and professionally capable of providing the goods called for in the Request for Proposals and this Agreement; and

WHEREAS, City desires to obtain the goods from Vendor, and Vendor desires to provide the goods to City on a non-exclusive basis and in full compliance with controlling federal, state, and local laws, rules, and regulations; and

WHEREAS, Vendor provides such goods on a contract basis, as an independent contractor, possessed of and exercising the complete right to control the means of accomplishing said services; and

WHEREAS, City desires to retain Vendor, and Vendor desires to provide City with the goods and services, on the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be on an as-needed basis for a five-year period effective November 20, 2025, and ending November 19, 2030.
2. **Scope of Services.** Vendor shall provide goods described in **Exhibit A** which is attached and incorporated by reference.
 - 2.1. Vendor acknowledges and agrees that any goods he/she/they provides to City shall be on a non-exclusive basis.
 - 2.2. The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his/her/their independent judgment and shall not

take direction, directly or indirectly, in connection therewith from the City Manager, the Mayor, the City Council (or any member thereof), or any other person.

- 2.3. Vendor represents and warrants that he/she/they is qualified to provide goods described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

3. Compensation. City shall pay Consultant as follows:

- 3.1. Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.
- 3.2. Vendor shall bill City monthly and submit billing to City within five business days from the end of each month. Billings submitted to City must be itemized and facilitate an efficient review of charges. Items should be billed as described on the Fee Schedule in Exhibit B.
- 3.3. Any billing disputes brought forth by the City must be submitted within fourteen (14) calendar days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant in section 3.5 below.
- 3.4. Payment of undisputed invoiced amounts shall be made directly by the City to Vendor within thirty (30) days of receipt of billing.
- 3.5. Billing Contacts

Vendor shall direct all invoices and billing-related communications to the City's designated Billing Contact:

City of Madera
Attn: WWTP/Peter Gallegos
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5467
Email: pgallegos@madera.gov

The City shall direct all invoices, payments, and billing-related communications to the Vendor's designated Billing Contact:

SNF Polydyne Inc.
Attn: Boyd Stanley, Sr. Vice President
1 Chemical Plant Road
Riceboro, GA 31323
Phone: (912) 884-3366

Email: bids@polydyneinc.com

Either party may update their contact information, including but not limited to mailing address, email address, or phone number, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice

4. Termination. Remedies and Force Majeure.

- 4.1. This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor or by Vendor to City.
- 4.2. In the event of such termination, Vendor shall be paid for all goods provided to the City to date of termination.
- 4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement.
- 4.4. Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. Indemnification and Insurance.

- 5.1. Indemnification and Defense. Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), 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 the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, 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.

5.2. Insurance. Vendor shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Vendor shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1. Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2. Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Vendor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

6.4. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1. Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such

other address as the parties may from time to time designate by written notice.

- 11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4th) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

CITY:

VENDOR:

City of Madera
Attn: Arnoldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

SNF Polydyne Inc.
Boyd Stanley, Sr. Vice President
1 Chemical Plant Road
Riceboro, GA 31323
Phone: (912) 884-3366
Email: bids@polydyneinc.com

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Vendor shall not assign the payment of any monies due Vendor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Vendor directly to Vendor.
13. **Non-Solicitation.** Vendor represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.
14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.
16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may

be entitled.

17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
19. **General Provisions.**
 - 19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
 - 19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
 - 19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
 - 19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
 - 19.5. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between

City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Vendor and the City.

CITY OF MADERA

a municipal corporation

VENDOR

SNF Polydyne Inc.

By: _____
Cecelia K. Gallegos, Mayor

By: _____
Boyd Stanley, Sr. Vice President

Date: _____

Date: _____

ATTEST:

Alicia Gonzales, City Clerk

By: _____

APPROVED AS TO FORM

By: _____
Shannon Chaffin, City Attorney

Date: _____

Exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Compensation
- Exhibit C - Insurance Requirements
- Exhibit D - Conflict of Interest Disclosure Form

EXHIBIT A
SCOPE OF SERVICES

- Supply centrifuge polymer in bulk delivery.
- Quantity: The quantity will vary depending on the City's needs; however, as an estimate, the City currently averages approximately 600 gallons of centrifuge polymer per order, as needed.
- Delivery time: Vendor shall deliver between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, with no weekend delivery.
- Delivery location: All deliveries shall be made to the WWTP located at 13048 Road 21 ½, Madera, CA 93637.
- Offloading: Vendor shall be responsible for offloading the polymer at delivery location.
- Monthly service call: Vendor's sales representative shall provide a monthly service call to monitor polymer performance and maintain the efficiency confirmed in the trials.
- Technical support: Vendor shall provide technical assistance to the City as needed and shall conduct an initial site visit to optimize the product feed rate when the product is put into service. The City of Madera reserves the right to request Certificate of Analysis for any batch of centrifuge polymer delivered to the plant after the contract has been awarded.

EXHIBIT B
SCHEDULE OF COMPENSATION

	<i>Description</i>	<i>Rate</i>
	Cost per pound of emulsion polymer, plus applicable sales tax Insert type: Clarifloc WE-304	\$1.54/lb
	Cost for delivery	Included

EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Requirements.

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 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 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- \$2,000,000 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. 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. Consultant 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.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant 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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant 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

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

Additional Insurance

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

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

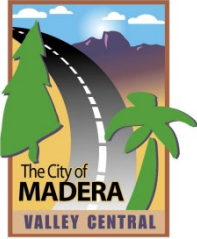
Signature

(name)

(address)

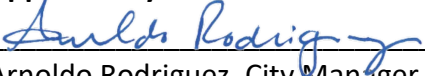
(city state zip)

☐ Additional page(s) attached.



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-13

SUBJECT:

Appointment to the Airport Advisory Commission

RECOMMENDATION:

Adopt a resolution approving the appointment of Maurice Johnson to the Airport Advisory Commission

SUMMARY:

The Rules of Procedure of the City of Madera Airport Advisory Commission (AAC) state that the Commission shall consist of 7 members who shall be appointed in accordance with Section 2-3.101 of the Madera Municipal Code. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. City Councilmember Anita Evans has appointed Maurice Johnson to the Airport Advisory Commission. The requested action is to approve the appointment of Mr. Johnson.

DISCUSSION:

The AAC is a Council-appointed body established to serve in an advisory capacity to the City Council and staff on matters involving the Madera Municipal Airport (Airport). The AAC is tasked with reviewing the annual budget, recommending capital projects, reviewing and recommending Airport policies and operation procedures, and reviewing and recommending action regarding land use surrounding the Airport. The Airport Advisory Commission is composed of representatives appointed by each Councilmember and the Mayor, with each appointee serving a four-year term concurrent with the term of their appointing official and representing that official's corresponding district.

The AAC Commissioner seat assigned to District 4 was previously held by Commissioner Stanley Mackey, however, was vacated earlier this year. Councilmember Anita Evans represents Council District 4 and is recommending the appointment of Maurice Johnson to fill this Commissioner vacancy. Mayor Gallegos has reviewed and concurs with this recommendation. As specified in

the Madera Municipal Code, Section 2-3.101, Commissioners shall serve a term of four years unless a different term is otherwise provided by law, or until the Council member who nominated such board, committee or commission member is no longer serving as a Council member, whichever period is less. In this case, Councilmember Evans's appointed term concludes in December of 2028; therefore, her appointee's term would conclude at the same time. Should the Councilmember be elected to fill her seat again, she may continue on with her appointment for an additional four-year term.

Mr. Johnson has been a resident of the City of Madera for over three years and holds an educational background from St. Mary's College and University of Phoenix. As a licensed pilot who regularly operates out of the Madera Municipal Airport, he possesses firsthand knowledge and experience in airport operations required to be an effective member of the Commission.

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

Table 1: Airport Advisory Commission Appointments		
<i>Commissioner</i>	<i>Nominating Councilmember</i>	<i>City Council District</i>
Jerry Holiday	Mayor Gallegos	At-large Mayor
Patrick Civiello	Councilmember Zacharia	District 1
Issa Zacharia	Mayor Pro Tem Rodriguez	District 2
Vacant	Councilmember Montes	District 3
Maurice Johnson	Councilwoman Evans	District 4
Vacant	Councilwoman Mejia	District 5
Ramon Lopez-Maciel	Councilmember Villegas	District 6

At this time, the Staff is seeking approval from the City Council of the appointment of Maurice Johnson. Per the Municipal Code, this appointment will be for a term matching the appointing Councilmember, or until a replacement is appointed. 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 as Commissioners serve on a volunteer basis and are not compensated for their service.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Maurice Johnson

Attachment 1: Resolution

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPOINTING MAURICE JOHNSON TO THE CITY OF MADERA
AIRPORT ADVISORY COMMISSION**

WHEREAS, the City of Madera has established an Airport Advisory Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission 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, Councilmember Anita Evans has appointed Maurice Johnson to the Commission for a term concluding December 31, 2028 or as otherwise provided in the Madera Municipal Code; and

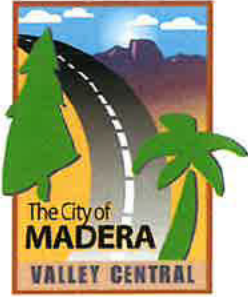
WHEREAS, Maurice Johnson desires to serve on the Commission.

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. Maurice Johnson's appointment to the Airport Advisory Commission for a term ending December 30, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

Attachment 2: Volunteer Application for Maurice Johnson

By: 32
Date: 10/23/25**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	FIRST NAME	M.I.
<u>Johnson</u>	<u>Maurice</u>	
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
<u>N/A</u>		
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera: Years <u>3</u> Months <u>4</u>	Have you ever been convicted of a felony? Yes _____ No ☒	Are you 18 years of age or older? Yes ☒ No _____
--	---	---

Educational background:

<u>MBA</u>	<u>St. Mary's College of California</u>
<u>B.S. Marketing</u>	<u>University of Phoenix</u>

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

NONE

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

NONE

I am interested in serving for the following reasons:

I am interested in the progress of Airport operation at Madera airport. I am also a private pilot and would like to contribute my aviation knowledge where needed.

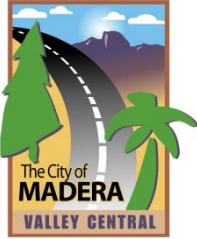
References (optional):

10/23/25
Date

Signature

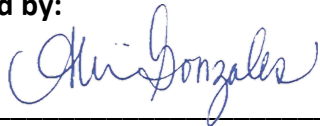
Please return completed application to:

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

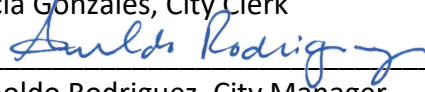


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: B-14

SUBJECT:

Certificate of Recognition Recognizing Pistoiresi Ambulance

RECOMMENDATION:

Adopt a Minute Order approving a Certificate of Recognition honoring Pistoiresi Ambulance for its service to the Madera community

SUMMARY:

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests be submitted in writing at least 45 days prior to the requested presentation date.

In this context, Mayor Pro Tem Jose Rodriguez submitted a request on November 13, 2025, for a Certificate of Recognition recognizing Pistoiresi ambulance for their decades of service to the community.

Pistoiresi Ambulance has served the Madera community for more than 80 years, providing dedicated emergency medical services with professionalism, compassion, and a steadfast commitment to public safety. Their partnership has played a vital role in supporting residents during times of need and strengthening the City's overall emergency response efforts. As Pistoiresi Ambulance officially closes on November 15, the City wishes to formally recognize and express its sincere appreciation for the company's longstanding service and enduring contributions to the health and well-being of the Madera community.

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.

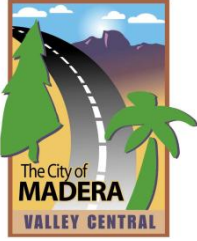
ALTERNATIVES:

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the December 3rd City 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 Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

None.



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: November 19, 2025

Agenda Number: D-1

Larry C Pendarvis

Larry Pendarvis, Assistant Chief

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Purchase of Boise Mobile Equipment Type-6 Custom Fire Engine and Related Budget Amendment

RECOMMENDATION:

Adopt a Resolution Approving a Purchase Agreement for a Boise Mobile Equipment (BME) Type 6 Fire Engine from Golden State Fire Apparatus under Houston-Galveston Area Council (H-GAC) Cooperative Purchase Contract #FS12-23; authorizing execution by City Manager; and approving an amendment to the 2025/26 adopted budget appropriating \$461,480.25 for the purchase in the Measure K Fire Budget for the Purchase of Equipment

SUMMARY:

The City owns and maintains a fleet of fire apparatus comprised of engines and trucks. Each responds as first out from one of the City's three stations, while older engines are kept on reserve to be made available when one of the primary engines is out of service or for routine maintenance. Today, the City has a single Type-6 engine and staff is proposing that it be replaced with a new, similar type engine. The existing engine, Engine 656, is a 2006 Ford F-550 Type-6 apparatus and housed at Station 56. The City primarily uses it for vegetation fires, particularly along the Fresno River.

Wait times for the construction of a new engine are in excess of two years. If approved, it is anticipated that the new engine will be delivered in approximately 30 months.

DISCUSSION:

Staff researched the types and styles of engines exhaustively. Staff has reached out to various engine manufacturers and neighboring cities to find an engine that best serves the City's needs.

While the current 2006 Type-6 engine has served the City well, it is showing signs of wear, and annual repair costs are increasing. E-656 has registered approximately 50,250 miles, and the problem is exacerbated by the fact that replacement parts are becoming increasingly difficult to locate.

While there are many engine types, their purpose differs. The National Fire Protection Association (NFPA) classifies engines by type and function. It is noted that, typically, according to NFPA Standards, the frontline service for an engine is 15 years. After 15 years, engines are often placed on reserve status for an additional 5 years, for approximately 20-year service life. E-656 is 19 years old and serves as a frontline engine for vegetation fires in the City within Station 56's response area and surrounding areas. The new engine would replace it and also serve as a frontline engine. Existing E-656 engine would be moved into reserve status.

Table 1 summarizes the various engine types, in short, a Type 1 Fire Engine (e.g. E-56 and E-57) is a full-sized structural firefighting apparatus designed primarily for urban environments. It typically carries up to 500 gallons of water and is equipped with a full complement of ladders, hoses, and tools for structure fires and rescue operations.

A Type 1 Ladder Truck (also referred to as an aerial ladder or “truck company”; e.g. Truck 58) is designed for firefighting and rescue operations involving multistory or large commercial structures. It is equipped with an aerial ladder and specialized tools such as ventilation saws, forcible entry equipment, and ground ladders. Unlike a Type 1 engine, the ladder truck generally carries less water and focuses on providing access, ventilation, and rescue support.

In contrast, a Type 6 Fire Engine is a smaller, more maneuverable wildland or quick-attack unit built on a pickup-style chassis. It generally carries 150 to 300 gallons of water and includes limited hose and equipment. Type 6 engines are well-suited for vegetation fires, medical responses, and incidents in areas with restricted access where larger apparatuses cannot easily operate.

Table 1: Engine Types	
Type	Brief Description
1	▪ Most common fire truck in use today ▪ Typically responds to structural fires ▪ Usually transports up to 4 firefighters
2	▪ More common in rural areas ▪ May be used for structural fires, but also grass fires ▪ Usually transports up to 3-4 firefighters
3	▪ Wildland engine ▪ Has the ability to drive in rough terrain ▪ Common in rural areas
4	▪ Wildland engine ▪ Similar to Type 3, but a smaller pump and less hose

5, 6, 7	- Typically pick-up truck-based with 4-wheel drive - Used heavily in vegetation fires due to its off-road abilities
---------	--

Based on the age and use of E-656, the engine has become less reliable, and annual operating costs are increasing. As such, the likelihood of potential breakdowns or start failures increases. Such issues could affect response times, which in turn could impact the City's Insurance Services Office (ISO) score. In anticipation of replacing the Type-6 engine, the Fire Department created an apparatus committee in November 2024 to research the various types of engines. The committee consisted of individuals of different firefighter ranks, knowledge, and expertise. The committee was tasked with conducting its own independent research and reporting its findings. The committee's recommendation culminates a year of research, and the result will be an apparatus tailored to the City's needs. The committee met on numerous occasions to discuss features, technology, specifications, warranty, and service. Based on this research, the committee is recommending a Boise Mobile Fire Equipment (BME) Custom Type-6 Fire Apparatus.

Equipment Overview

The following tables highlight the City's existing and proposed fleet by station. Frontline engines are identified by the station number, whereas reserves are reassigned a number in the 200s. Engine 656 is a Type 6 engine, hence the 600 number.

Table 2: Existing Equipment by Station				
<i>Station</i>	<i>Equipment</i>	<i>Type</i>	<i>Model Year</i>	<i>Status</i>
56	Engine 56	1	2016	Frontline
	Engine 656 ^a	6	2006	Frontline
	Utility Terrain Vehicle (river access)	N/A	2023	Frontline
57	Engine 57	1	2023	Frontline
	Engine 257	1	2008	Reserve
58	Ladder Truck 58	1	2018	Frontline
	Engine 58	1	2002	Reserve
^a Subject of this report. If approved, this engine would be replaced.				

Table 3: Proposed Equipment by Station				
<i>Station</i>	<i>Equipment</i>	<i>Type</i>	<i>Model Year</i>	<i>Status</i>
56	Engine 56	1	2016	Frontline
	<i>New Engine 656^a</i>	<i>6</i>	<i>2026</i>	<i>Frontline</i>
	Utility Terrain Vehicle (river access)	N/A	2023	Frontline
57	Engine 57	1	2023	Frontline
	Engine 257 (former Engine 57)	1	2008	Reserve
58	Ladder Truck 58	1	2018	Frontline
	Engine 58	1	2002	Reserve
	Engine 658 (existing E-656 would become a reserve engine)	6	2006	Reserve
^a Subject of this report. If approved, this engine would be purchased.				

In addition to City use, engines are often used to provide mutual aid throughout the State. When resources are sent on Statewide mutual aid assignments, the City is reimbursed for the costs of staff and for the use of vehicles. As the fleet ages, it becomes more challenging to dispatch engines on mutual aid assignments.

Vendor Selection Process

The purchase may be made without the City soliciting formal bids because the basic specifications and corresponding purchase price have already been formally and competitively bid under a cooperative purchasing contract through the Houston-Galveston Area Council (H-GAC), which allows local governments and non-profits nationwide to purchase goods and services through pre-negotiated contracts.

Status of Engine-656

Upon receipt, the City would place the current E-656 into reserve status at Station 58, where it would be designated Engine 658. This would allow personnel at Station 58 to cross-staff on E-658 and respond to wildland fires, as E-658 is better suited for off-road conditions and carries more water than Truck 58. This approach will also help minimize wear and tear on Truck 58, as repairs and replacement parts for the ladder truck are generally more costly.

FINANCIAL IMPACT:

In an effort to plan for vehicle replacement costs, the City established a Motor Vehicle Replacement Fund that accumulates annual contributions based on a vehicle's set replacement value and estimated useful life. At the time, fire engines were not included in the program. As a result, staff created a Fire Equipment Replacement Program (FERP) in Fiscal Year 2019/20 using Measure K revenue. In creating the FERP, the following assumptions were made:

- Frontline engines have an expected service life of 15 years

- The City has 3 fire stations; thus, the City would need to purchase a new fire engine every 5 years
- Type-6 Engines, fully equipped, cost approximately \$550K
- \$490k from Measure K would be assigned annually; up from the original allocation of \$200k

Similar to most financial assumptions, a recalibration may be necessary in the future due to changes in market conditions or increases in equipment costs. The City implemented such a recalibration in FY 2022/23 in response to rising fire engine costs, ensuring that budget projections remained aligned with actual expenditures.

Table 4: Annual budget allocations to the FERP (source: Measure K)		
<i>Fiscal Year (FY)</i>	<i>\$ allocation per FY</i>	<i>Total</i>
2018/19 ^a , 2019/20, 2020/21, 2021/22	\$200,000	\$800,000
2022/23, 2023/24, 2024/25, 2025/26	\$490,000	\$1,960,000
Total:	-	\$2,760,000
^a Funds were not originally allocated during the 2018/19 budget process. Rather, the City retroactively assigned unexpected additional revenue from Measure K in FY 2018/19		

Over the past several years, the City has invested in equipment to enhance the Fire Department's operational capacity and proactively reduce the likelihood of fires starting within the community. These funds have been used not only for direct fire department equipment, such as apparatus and protective gear, but also for heavy equipment that enables the City to reduce fire fuel loads, including the removal of dry brush and overgrown vegetation along the Fresno River.

Fortunately, the City has been able to allocate funds for eight fiscal years, including the retroactive year, which has allowed for the purchase of both new and replacement equipment. These ongoing investments have improved emergency response capabilities and significantly reduced the severity and frequency of fires, particularly along the Fresno River.

Table 5 summarizes equipment acquisitions.

Table 5: Equipment acquisitions under the FERP		
<i>Year</i>	<i>Equipment Purchased</i>	<i>Purchase total</i>
FY 2019/20	Utility Terrain Vehicle 1	\$20,545
FY 2021/22	Type 1; Engine 57	\$751,460
FY 2022/23	Equipment for Engine 57	206,544

FY 2023/24	Utility Terrain Vehicle 2	\$23,704
FY 2023/24	Tractor with boom for Safe & Clean Team	\$150,182
FY 2024/25	Skid steer with masticator for Safe & Clean	\$113,533
FY 2023/24	Flail mower for Safe & Clean Team	\$13,977
Total		\$1,279,945
^a All figures rounded to the nearest dollar.		

The City has approximately \$1.4M in the FERF, including the \$490K for the current fiscal year.

The base price of the Type-6 engine is \$461,480.25. The dealer offers a pre-payment option. If exercised, the price under the pre-payment option would be \$439,938.50. The prepayment price is \$21,541.75 lower than the base price. However, staff has calculated that the City will lose approximately \$38,500 of interest income during the 30-month construction period of the vehicle if the pre-payment is made. Given the loss of interest income, staff is recommending that the base price option be selected.

Table 5: Cost for new engine^a		
<i>Base Price</i>	<i>If pre-paid</i>	<i>Equipment^b</i>
\$461,480	\$439,938	±\$100k
^a Figures are rounded to the nearest dollar		
^b Not part of this request, rather a future item will be brought before Council for consideration.		

While costly, citizens can rest assured that the staff does not take this purchase casually. Rather, staff has taken necessary steps to obtain the most precise and accurate information to purchase the best product available. The initial Type-6 engine is one of the essential tools that the City employs for vegetation fires. With the increase of vegetation fires in recent years within the City and the Fresno River, the Type-6 engine is paramount to keeping these fires from spreading. Above all, this apparatus will ensure lasting service to serve and safeguard the citizens and properties the City is charged with protecting.

ALTERNATIVES:

As an alternative, Council may:

1. Request additional information on the cost, engine type, etc.
2. Defer making the purchase.
3. Deny the request.

ATTACHMENTS:

1. Resolution

2. Photo of the City's existing Engine 656
3. Photo of the model proposed for purchase per this report

Attachment 1: Resolution, including Purchase Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A PURCHASE AGREEMENT FOR A BOISE MOBILE
EQUIPMENT (BME) TYPE 6 FIRE ENGINE A HOUSTON-GALVESTON AREA
COUNCIL (H-GAC) PURCHASE CONTRACT #FS12-23; AUTHORIZING
EXECUTION BY CITY MANAGER; AND AMENDING THE 2025/26 ADOPTED
BUDGET APPROPRIATING \$461,480.25 FOR THE PURCHASE IN THE
MEASURE K FIRE BUDGET FOR THE PURCHASE OF EQUIPMENT**

WHEREAS, the City has determined that it is prudent to purchase a new type 6 fire engine to replace Engine 656, a 2006 Ford 550 that is 19 years old; and

WHEREAS, the purchase of a new type 6 engine will help ensure lasting service to serve and safeguard the citizens, visitors, and properties the City is charged with protecting; and

WHEREAS, staff conducted exhaustive research to ensure that the new type 6 engine meets the needs of the community and that staff have taken all necessary steps to obtain the most precise and accurate information to purchase the best product available; and

WHEREAS, staff has identified a Boise Mobile Equipment Fire Apparatus as the best option; and

WHEREAS, the purchase can be made without the City soliciting formal bids because the basic specifications and corresponding purchase price have already been formally and competitively bid under a cooperative purchasing contract through Houston-Galveston Area Council (H-GAC). The cooperative agreement allows the City to purchase the engine without independently negotiating new terms; and

WHEREAS, the City created a Fire Engine Replacement Fund using Measure K revenue in Fiscal Year 2019/20; and

WHEREAS, the City Council previously adopted a City-wide budget for the 2025/26 fiscal year; and

WHEREAS, the City has determined that it is prudent to purchase a Type 6 engine at a cost of \$461,480.25; and

WHEREAS, an adequate fund balance is available in the Fire Engine Replacement Fund to allow for said increase of appropriations.

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. A Purchase Agreement consistent with Houston-Galveston Area Council (H-GAC)

Purchase Contract #FS12-23, attached as Exhibit A, for a Boise Mobile Equipment Type 6 Fire Engine in the amount of \$461,480.25 is approved as to its material terms. The City Manager is authorized to make any non-material changes necessary to effectuate the contract, subject to approval as to legal form by the City Attorney.

3. The budget of the affected Measure K Fire Fund is hereby amended to include the appropriate changes shown in Exhibit B to this resolution which is incorporated by reference.
4. A signed copy of this resolution shall be placed on file in the Office of the Director of Finance who shall prepare entries necessary to reflect budget changes identified in the City's accounting system.
5. This resolution is effective immediately upon adoption.

* * *

Exhibit A: Purchase Agreement

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - BME Fire Trucks, LLC - Public Services - ID: 11635 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and BME Fire Trucks, LLC, hereinafter referred to as the Contractor, having its principal place of business at 4600 S. Apple Street, Boise, ID 83716.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

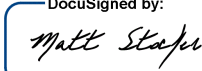
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

BME Fire Trucks, LLC

Signature  DocuSigned by:
6D5E741DE46048D...

Name Matt Stocker

Title Sales Manager

Date 12/11/2023

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - BME Fire Trucks, LLC - Public Services - ID: 11635

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
BME Fire Trucks, LLC
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	\$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	\$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	\$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	\$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	\$ 606,667.00	5%
		Category D - Pumper Tanker/Tender		
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	\$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	\$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	\$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	\$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	\$ 484,061.00	5%
		Category F - Special Service VehiclesVehicles		
BME Fire Trucks	Sequoia	10 Man Crew Carrier Vehicle	\$ 378,634.00	5%
		Category J - Service/Maintenance Plans		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Golden State Fire Apparatus, Inc. - Public Services - ID: 11602 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Golden State Fire Apparatus, Inc., hereinafter referred to as the Contractor, having its principal place of business at 7400 Reese Road, Sacramento, CA 95828.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

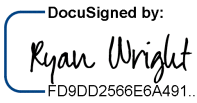
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Golden State Fire Apparatus, Inc.

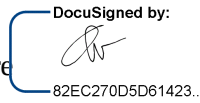
Signature FD9DD2566E6A491...

Name Ryan Wright

Title President

Date 12/11/2023

H-GAC

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Golden State Fire Apparatus, Inc. - Public Services - ID: 11602

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
Golden State Fire Apparatus, Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	\$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	\$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	\$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	\$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	\$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	\$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	\$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 899,378.00	5%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$ 982,413.00	5%

Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$ 1,109,887.00	5%
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	\$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	\$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	\$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	\$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	\$ 484,061.00	5%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	\$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	\$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 477,451.00	5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	\$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	\$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	\$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 292,975.00	5%
BME Fire Trucks	Sequoia	10 Man Crew Carrier Vehicle	\$ 378,634.00	5%
		Category J - Service/Maintenance Plans		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

CITY OF MADERA FIRE DEPARTMENT

One (1) BME Fire Trucks, LLC.
Dodge 5500 "Ponderosa" Type 6 Engine



FIRE TRUCKS

HGACBuy
THE SMART PURCHASING SOLUTION



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- 1** Product Proposal
- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)



GOLDEN STATE
FIRE APPARATUS

goldenstatefire.com

1 PRODUCT PROPOSAL

OPTION A

100% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION,
IT RESULTS IN A SAVINGS OF
(\$21,541.75) OFF
OF THE GRAND TOTAL OF OPTION B

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:**City of Madera Fire Department**2558 Condor Drive
Madera, CA 93638**Sales Consultant**Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
10/30/2025	12/13/2025	31030-25A	10042-0007	BME Fire Trucks, LLC.	HGAC Contract FS12-23, Product Code: Ponderosa

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to CITY OF MADERA ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) BME Fire Trucks, LLC. Dodge 5500 "Ponderosa" Type 6 Engine	426,300.00
B	<i>Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	<i>(19,900.00)</i>
C	SUBTOTAL	406,400.00
B	8.25% State Sales Tax	33,528.00
C	California Tire Fee	10.50
D	GRAND TOTAL PURCHASE PRICE	439,938.50

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **30 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 10/30/2025, GSFA Proposal Number 31030-25A to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date

OPTION B

PAYMENT AT TIME OF DELIVERY OR PICKUP

This will be the price of the Product(s) contingent
upon the Customer paying the Grand Total
Purchase Price to GSFA at time of delivery or pickup
pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:**City of Madera Fire Department**2558 Condor Drive
Madera, CA 93638**Sales Consultant**Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
10/30/2025	12/13/2025	31030-25B	10042-0007	BME Fire Trucks, LLC.	HGAC Contract FS12-23, Product Code: Ponderosa

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to CITY OF MADERA ("**Customer**") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) BME Fire Trucks, LLC. Dodge 5500 "Ponderosa" Type 6 Engine	426,300.00
B	8.25% State Sales Tax	35,169.75
C	California Tire Fee	10.50
D	GRAND TOTAL PURCHASE PRICE	461,480.25

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "**Grand Total Purchase Price**") to GSFA no later than the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("**Manufacturer**") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **30 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 10/30/2025, GSFA Proposal Number 31030-25B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date

2 STANDARD TERMS AND CONDITIONS

Exhibit "A"

STANDARD TERMS AND CONDITIONS

1. Definitions.

- a. **"Agreement"** has the meaning given in the Product Proposal.
- b. **"Customer"** means the customer identified in the Product Proposal.
- c. **"Dealer Preparation,"** if applicable, means additional product(s) and/or services added or provided by GSFA after Manufacturer's completion of the Product and transportation to GSFA's premises prior to delivery to Customer, in accordance with the Dealer Supplied Products/Services List and/or a valid Change Order(s).
- d. **"Dealer Supplied Products/Services List"** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- e. **"Grand Total Purchase Price"** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- f. **"GSFA"** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **"Manufacturer"** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **"Party"** or **"Parties"** means GSFA and/or Customer, as applicable.
- i. **"Prepayment Discount"** means a discount to the purchase price for the Product granted to Customer in connection with Customer's advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal), if applicable.
- j. **"Product"** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **"Product Proposal"** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **"Product Warranties"** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **"Specifications"** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **"Terms and Conditions"** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **"Contingency Reserve Fund"**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer's payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer's payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a “**Prepayment**”) within the time frame specified in the Product Proposal in order to receive such discount. Customer’s failure to timely make any Prepayment may result in: (i) GSFA’s termination of the Agreement; and/or (ii) Customer’s loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA’s sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the “**Executed Date**”), GSFA shall submit to Customer a tentative Product completion date based on the then-estimated time to complete the manufacturing of the Product(s) and for the Product(s) to be ready for inspection and final approval by Customer at the manufacturing facility (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first-served basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received; provided that if Customer is a public agency, the foregoing late fees shall not exceed the statutory limit set forth in Section 926.10 of the California Government Code. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer’s possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act or omission of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product prior to such payment, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise), by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility; Increases Imposed by Manufacturer. GSFA shall not be responsible for (i) any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump); or (ii) price increases imposed on GSFA by Manufacturer pursuant to Manufacturer's terms and conditions for sale of the Product (a "**Manufacturer**

Price Increase”), after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all associated taxes and fees thereon) or any Manufacturer Price Increases occurring after the execution of the Agreement which increase the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery. A Manufacturer Price Increase may include, but shall not be limited to, an increase in Product price resulting from an increase in the Producer Price Index of Components for Manufacturing (see www.bls.gov Series ID: WPUID6112) in excess of a compounded annual growth rate of five percent (5%), as measured between the month Manufacturer accepts the applicable Product order and the month that is fourteen (14) months prior to the then-current estimated Product completion date (the foregoing, a **“PPI-Based Price Increase”**). If, upon Customer’s receipt of a Change Order reflecting a PPI-Based Price Increase, Customer elects to terminate the applicable Product order in accordance with Section 8.b.iii rather than pay such increase, then in lieu of the cancellation fees described in Section 9.a hereof GSFA shall be entitled to recover and Customer shall pay GSFA’s actual non-reimbursable costs incurred in connection with the Product order through the date of Customer’s termination of such Product order.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer’s receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure or refusal to execute a Change Order does not alter Customer’s obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the **“Product Purchase Price”**); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer’s termination of the Product order (**“Manufacturer Termination Fees”**), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation,

as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing and Dealer Preparation process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY GSFA. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for special, consequential, incidental, indirect or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "**Event of Default**") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent such Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:

To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS



GOLDEN STATE
FIRE APPARATUS

goldenstatefire.com

3 PRODUCT SPECIFICATIONS

Exhibit "B"



FIRE TRUCKS

MADERA CITY FIRE DEPT. TYPE 6 "PONDEROSA"

LOW VOLTAGE TEST REQUIREMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the

chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

(1) Documentation of the electrical system performance tests.

(2) A written electrical load analysis, including the following:

- (a) The nameplate rating of the alternator.
- (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
- (c) Each of the component loads specified that make up the minimum continuous electrical load.
- (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
- (e) Each individual intermittent electrical load.

TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a five (5) year manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

PAINT WARRANTY

This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:

Topcoat Durability & Appearance: Gloss, Color Retention &Cracking

0-72 months 100%

73-96 months 50%

97-120 months 25%

Integrity of Coating System: Adhesion, Blistering/Bubbling

0-36 months 100%

37-84 months 50%

85-120 months 25%

Corrosion: Dissimilar Metal and Crevice

0-36 months 100%

37-48 months 50%

49-72 months 25%

73-120 months 10%

Corrosion Perforation

0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the BME Fire Trucks LLC. Basic One Year Limited Warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive.

CHASSIS SPECIFICATIONS

- Ram 5500 Tradesman trim level
- Diesel Engine
- Automatic transmission
- Four wheel drive
- 4 door crew cab
- 84" cab to axel

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions.

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

DATA PLAQUE

A data plaque shall be provided and installed on the inside of the cab. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

DATA PLAQUE

A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump make and model
- GPM capacity rating
- Truck serial and production number
- Pump performance (specific GPMs at rated pressures with engine RPM)
- Governed engine RPM
- Pump gear ratio

WARNING LABEL -- NO RIDING ON REAR

A warning label shall be provided and installed in the rear step area of the apparatus that states the following:

"WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT"

WARNING LABEL -- OCCUPANT SEATED AND BELTED

A warning label that complies with FAMA07 shall be provided and installed in a location visible to all occupants of the cab that states the following:

Label shall read "Crash hazard occupants must be seated and belted when vehicle is in motion. Use only OEM approved belts. Unbelted occupants are at greater risk of injury or death in a crash."

WARNING LABEL -- SIREN NOISE

A warning label that complies with FAMA42 shall be provided and installed inside the driver's cab door that states the following:

Label shall read, "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection. Use only for emergency response. Avoid exposure to siren sound outside of vehicle."

WARNING LABEL -- HELMET WORN IN CAB

A warning label that complies with FAMA43 shall be provided and installed in a location visible to all occupants of the cab that states the following:

The label shall read, "Crash Hazard. Do not wear helmet while seated unless necessary during suppression operations. Serious head or neck injury may result from helmet use in cab. Failure to comply may injure or kill".

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label shall be provided and installed in the apparatus cab interior that states the following:

"THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING"

FRESH AIR EMBER SEPARATOR WARNING LABEL

A warning label shall be provided and installed in the apparatus cab interior that states the following:

"THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED"

MANUFACTURER LOGO

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus.

The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

REAR TOW PLATES

Two (2) painted bolt-on tow plates constructed of 3/4" steel shall be fastened directly to the rear chassis frame rails. The tow plates shall be equipped with 3" inside diameter holes.

The tow plate shall be painted or powder coated job color.

CENTER -- FRONT BUMPER COMPARTMENT

One (1) hose storage box shall be installed on top of the center front bumper. The compartment shall be constructed of aluminum.

BUMPER COMPARTMENT DOOR

An aluminum embossed tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear. There shall be a hose box installed on top of the compartment door.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

BUMPER COMPARTMENT GRATING

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

CUSTOM CUSTOM FABRICATED BUMPER

A front custom fabricated front bumper shall be made and installed. The bumper shall have mounting provisions for one (1) LED light on each side of bumper. The bumper shall also have cutouts and mounting provisions for up to two (2) siren speakers. The front bumper shall be made of steel and shall be painted or powder coated gloss black, with the top portion coated in slip resistant durabak.

AUXILIARY OFF ROAD LIGHT

There shall be two PIAA 560 LED driving lights installed in the front bumper located in the supplied cutouts.

EXHAUST SYSTEM MODIFICATION

The chassis exhaust system shall be modified to exit on the passenger side aft of the wheels, the exhaust tip shall terminate even with the body edge.

REAR MUD FLAPS

The apparatus shall have black mud flaps installed behind the rear wheels that will meet the current D.O.T. requirements.

CAB LENGTH RUNNING BOARDS

There shall be cab length aftermarket running boards installed under the driver side and passenger side cab doors. They shall be powered running boards.

CAB DOOR REFLECTIVE PANELS

The cab doors shall include reflective trim installed inside each door.

Specified part shall include Black reflective striping.

AIR HOSE OUTLET

There shall be one (1) female quick connect air outlet provided and installed. The quick connect fitting shall provide connection to a utility air hose and shall be located on the pump panel. There shall be a shut off located at the tank.

UNDERHOOD LIGHTS

There shall be one (1) LED light(s) installed under the hood of the chassis. Lights shall have local switching located under the hood.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

EMBER SEPARATOR

The final stage manufacturer shall install a stainless steel ember separator within the auxiliary fire pump engine air intake system.

OEM TINTED CAB WINDOWS

The cab windows shall remain as tinted by the OEM chassis manufacturer for UV resistance only, no aftermarket tinting shall be done.

TIRE PRESSURE INDICATOR SYSTEM

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

VIAIR ULTRA-DUTY ONBOARD AIR SYSTEM

The cab shall have a Viair Ultra-Duty Onboard Air System installed. The system shall include a 12V DC, 20 Amp, 200 PSI air compressor, 2-1/2" gallon tank and pressure sensor. The exact location shall be determined at the pre-construction meeting.

SUSPENSION LIFT AND LEVEL

The truck shall get the following suspension modifications:

Front 2" level with new front shocks

Rear 3" lift w new rear shocks.

No aftermarket chassis skid plates shall be supplied.

TIRE REPLACEMENT

The factory tires shall be replaced with six (6) Toyo M608Z 265/70r19.5 tires. The tires shall be mounted and balanced.

PORTABLE PUMP

A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

20 gpm @ 310 psi
140 gpm @ 145 psi
180 gpm @ 80 psi

Diesel Engine

Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply

The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

Fuel Prime

A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

Lubrication

Pressure feed with spin-on filter.

Starter

12-volt electric wired into the chassis battery system

Exhaust

A spark arrestor shall be provided on the engine exhaust system.

Air Intake

An air cleaner shall be provided with easy access to remove the element.

An ember screen shall be provided on the inlet to the air cleaner.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

DUAL VANGUARD PANELS

The auxiliary pump shall be controlled by a dual Vanguard panel set up, with one IO module. One panel shall be located on the pump panel and one panel shall be located in the cab center console; the IO module shall be located in the pump area. The panels shall be warrantied for a period of five (5) years.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

PRIMER CONTROL

The pump primer shall be activated by a push button located on the Darley pump control panels, one on the pump panel and one on the cab center console.

FIRE PUMP TEST

The fire pump shall undergo factory fire pump tests for a minimum of 30 minutes of continuous pump at rated capacity at rated net pump pressure prior to delivery of the completed apparatus. The complete pump test shall include a pressure control test, a priming system test, a vacuum test and a water tank to pump flow test. The factory pump testing results shall be furnished on delivery.

AUXILIARY PUMP PLUMBING

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

PUMP COOLER

The fire pump shall be equipped with 1/4" cooling line from the discharge side of the main pump to the water tank.

This line will be designed to circulate water when the engine cooler valve is open and to maintain the pump/engine water temperature at a safe level. A check valve will be installed in the return line to ensure the ability to pull a vacuum during pumping operations.

This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "pump cooler".

MASTER PUMP DRAIN

One (1) Trident, multiple-port drain valve, fabricated from bronze, shall be provided and controlled at the pump operator's control panel. The valve shall be opened by turning a rotary hand wheel. The valve shall be plumbed to drain both the discharge and intake sides of the pump, the relief valve and other plumbing components as required.

The valve shall be placed as low as possible to provide proper drainage of the components plumbed to it. The valve shall be rated to 600 PSI minimum and suitable for daily valve actuation.

2-1/2" GATED INTAKE -- REAR LEFT

One (1) 2-1/2" gated suction intake shall be installed on rear left area of apparatus to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve and shall have 2-1/2" NH female thread with removable screen. The plumbing to the intake shall be with full flow flexible hose or piping with Victaulic couplings.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

WATER TANK SUPPLY LINE TO FIRE PUMP

A 2.5" water tank to pump line shall be installed with a 2.5" full flow quarter turn ball valve and 2.5" piping. The line shall be equipped with a hump hose with stainless steel hose clamps and check valve to tank.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

PUMP TO TANK

One (1) 1.5" pump to tank line shall be installed with a 1.5" full flow quarter turn controlled ball valve and 1.5" piping.

One (1) Akron 8815 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

2" DISCHARGE -- REAR

One (1) 2" discharge shall be installed on the rear of apparatus, controlled by a direct control quarter turn ball valve. The discharge shall terminate to a 1.5" chucksan swivel in the upper left hand pre-connect storage.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

A 63 millimeter IC discharge pressure gauges (0-600 PSI) shall be provided.. The gauges will be located on the pump instrument panel.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

2" DISCHARGE -- REAR LEFT

One (1) 2" discharge shall be installed on the rear panel, controlled by a quarter turn ball valve. The discharge shall have 2" NPT x 1-1/2" NH male hose threads and nameplate label adjacent the valve control.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

A 63 millimeter IC discharge pressure gauges (0-600 PSI) shall be provided.. The gauges will be located on the pump instrument panel.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

1-1/2" BUMPER AREA DISCHARGE (LEFT SIDE)

One (1) 2" discharge shall be provided at the driver's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

2" ISOLATION VALVE

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

HOSE REEL

One (1) Hannay aluminum hose reels shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 1/3 HP 12 volt electric motor for rewinding the hose back on to the reel.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

A 63 millimeter IC discharge pressure gauges (0-600 PSI) shall be provided.. The gauges will be located on the pump instrument panel.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

One (1) push button, hose reel rewind control shall be installed adjacent the hose reel area.

The hose reel(s) and hose shall be equipped with 1" NPSH hose threads.

HOSE REEL ROLLERS

The hose reel(s) shall be provided with a Hannay captive type four sided stainless steel roller assembly.

REEL MOUNTED HOSE

One (1) 100' foot length(s) of 1" coupler water hose shall be installed on the hose reel. The hose shall be a rubber material and have an 800 PSI working pressure. The hose shall be 3/4" in diameter.

REAR MOUNT PUMP ENCLOSURE

The rear mounted fire pump and plumbing enclosure shall be located aft of the water tank and between the side compartments. The pump module shall allow independent flexing of the pump area from the body, chassis, tank, and shall permit quick removal.

PUMP ENCLOSURE SERVICE ACCESS DOOR

An aluminum diamond plate top access door shall be installed above the rear pump module. The top shall be vented for proper cooling air flow for the pump motor.

DOOR LATCH

The specified hinged door(s) shall be equipped with (2), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

PUMP PANEL MATERIAL

The rear mount pump panel shall be constructed of 14 gauge #304 brushed stainless steel bolted to the pump enclosure with stainless steel fasteners. The pump panel design shall be modular and feature individually bolted panels for ease of removal.

MASTER PRESSURE CENTER - GAUGE SET

One (1) master pressure gauge set (discharge pressure and intake gauge), with labels shall be provided on the pump instrument panel. The set shall be an Innovative Controls Master Pressure Center and shall incorporate one (1) 4" master intake pressure gauge, one (1) 4" master discharge pressure gauge, an audible alarm, and one (1) set of vacuum/pressure test taps into an integrated, beveled platform.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

TEST TAPS

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

CAB MOUNTED -- WATER TANK GAUGE

One (1) Fire Research brand, Model WLA205-A00 tank level gauge, shall be provided on the cab center console, within view of the driver's seating position, to monitor the water tank liquid level. The gauge shall indicate the water tank liquid level on an LED bar graph display, and shall be wired in common with the sensor circuit for the pump operator's panel-mounted gauge.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

The specified level gauge shall be activated by an on-off switch, the switch shall be labeled and back lit.

TEST DATA AND SAFETY PLACARDS

The pump panel shall be provided with labels required by applicable sections of the appropriate NFPA standard. The labels shall be installed at the operator's area that provides rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included. The labels shall be provided with all information at the factory and be attached to the apparatus prior to delivery.

PUMP PANEL LIGHT SHIELD

There shall be one (1) stainless steel light shield assembly provided and installed above the rear pump panel area.

three (3) Tecniq E10 LED lights shall be installed in the specified area.

REAR PUMP PANEL – CONTROL SWITCHES

There shall be provisions for (1) rocker switches located on the pump operators panel.

PUMP ENCLOSURE WORK LIGHTS

Two (2) LED work lights shall be installed in the pump enclosure. The work lights shall have clear lenses and shall have a control switch.

two (2) Tecniq E10 LED lights shall be installed in the specified area.

DESIGN AND SCOPE-ALUMINUM WILDLAND BODY

The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in, or mounted to, the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring durability, functionality, and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated from aluminum tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength and longevity and providing the skeleton of the body module.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring-loaded body mounting assemblies. Each two-piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward or aft movement. Mounting assemblies shall be placed forward and rearward of the rear axle as necessary to provide a strong and stable mounting of the body module. Each mounting assembly shall consist of a “male” upper mounting bracket and a “female” lower mounting bracket.

COMPARTMENT FLOOR-SWEEP OUT STYLE

Each compartment shall feature a raised floor sufficient enough so the lip of the compartment shall clear the frame rail of the body module to allow debris to be removed easily from the compartment.

COMPARTMENTATION

All compartments shall be constructed of aluminum, welded for strength and be sealed from the elements. The compartments shall be attached to the aluminum superstructure only, in order to maintain a truly modular design. Each compartment shall feature smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

DRIVER'S SIDE BODY COMPARTMENTS

COMPARTMENT D1

One full height compartment shall be provided on the driver's side of the apparatus body, forward of the rear wheels. The compartments approximate "clear door opening" is 26" wide by 44" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

500# ROLL OUT TRAY

There shall be one (1) 500# capacity roll out tray(s) provided and installed in the specified compartments. The tray(s) shall be constructed of .188" smooth aluminum with a 2" lip on all four sides. The tray(s) shall roll fully out of the compartment, and shall be equipped with a locking device to hold the tray in both the in and out positions.

The roll out slide tray and or trays shall have reflective striping applied horizontally on the front and side edges of the tray. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

12 VOLT FUSE BLOCK

One (1) dedicated circuit; 12 volt, power and ground shall be ran to the specified compartment to a Blue sea #5025 water resistant fuse block. The fuse block shall be rated up to 100A per block and 30A per circuit.

The specified power source shall be wired battery hot.

120 VOLT STRAIGHT BLADE RECEPTACLE

One (1) 120-volt 20 amp straight blade duplex receptacle shall be wired to the circuit breaker panel.

LINE VOLTAGE WIRING

Type SO cable shall be used for line voltage wiring in the apparatus. It shall be flexible electrical cable with minimum 600-volt insulation. Junction boxes conforming to the National Electric Code shall be accessible for service and not hidden in walls or ceiling. Electrical cable shall be supported at a minimum of every 24 inches of run and within 6 inches of any junction box. Supports shall be made of corrosion protected metal, mechanically fastened to the vehicle and shall not cut or abrade the conduit or cable.

All wiring shall be separated a minimum of 12 inches from exhaust piping or properly shielded and separated from fuel lines by a minimum of 6 inches distance. Wiring shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and. Connectors shall be installed in accordance with the manufacturer's instructions. Wiring connections and terminations shall provide a positive mechanical and electrical connection. Wire nuts, insulation displacement and insulation piercing connectors shall not be used.

COMPARTMENT D2

One horizontal compartment shall be provided above the rear wheel well and D3 compartment on the driver's side of the apparatus body. The compartments approximate "clear door opening" is 72" wide by 22" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) 1/4-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment on the back wall, there shall three (3) installed vertically.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT D3

One compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels and below the D2 compartment. The compartments approximate "clear door opening" is 23" wide by 17" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

PASSENGER SIDE BODY COMPARTMENTS

COMPARTMENT P1

One full height compartment shall be provided on the passenger's side of the apparatus body forward of the rear wheels. The compartments approximate "clear door opening" is 26" wide by 44" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (2) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

12 VOLT FUSE BLOCK

One (1) dedicated circuit; 12 volt, power and ground shall be ran to the specified compartment to a Blue sea #5025 water resistant fuse block. The fuse block shall be rated up to 100A per block and 30A per curcuit.

The specified power source shall be wired battery hot.

120 VOLT STRAIGHT BLADE RECEPTACLE

One (1) 120-volt 20 amp straight blade duplex receptacle shall be wired to the circuit breaker panel.

LINE VOLTAGE WIRING

Type SO cable shall be used for line voltage wiring in the apparatus. It shall be flexible electrical cable with minimum 600-volt insulation. Junction boxes conforming to the National Electric Code shall be accessible for service and not hidden in walls or ceiling. Electrical cable shall be supported at a minimum of every 24 inches of run and within 6 inches of any junction box. Supports shall be made of corrosion protected metal, mechanically fastened to the vehicle and shall not cut or abrade the conduit or cable.

All wiring shall be separated a minimum of 12 inches from exhaust piping or properly shielded and separated from fuel lines by a minimum of 6 inches distance. Wiring shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and. Connectors shall be installed in accordance with the manufacturer's instructions. Wiring connections and terminations shall provide a positive mechanical and electrical connection. Wire nuts, insulation displacement and insulation piercing connectors shall not be used.

COMPARTMENT P2

One horizontal compartment shall be provided above the rear wheel well quarter panel on the passenger's side of the apparatus body. The compartments approximate "clear door opening" is 44" wide by 22" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single “Weber” style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT P3

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. The compartments approximate "clear door opening" is 23" wide by 44" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (2) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

TOP COMPARTMENTS

UPPER STORAGE / PRE-CONNECT DRIVERS SIDE

The upper drivers side top compartment shall span above the drivers side compartments from the front of the body to the rear. This compartment shall be split into two sections and using one door for top access. There shall be a small door at the rear for access.

The front portion of the compartment shall be for storage, while the rear portion shall be for pre-connect hose storage.

The front storage portion shall measure approximately 40"L x 16"W x 8.5"D.

The pre-connected hose storage shall have a plastic storage tray bolted into the compartment. *Approximate* dimensions of the pre-connected hose storage area is 64"L x 16"W x 8.5"D.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be equipped with a lock cylinder fitted for a 1250 style key.

REAR DROP DOWN DOOR

This compartment shall feature a rear facing drop down door. The door shall have a full length stainless steel piano hinge, and a rubber bumper to prevent it from being damaged in the down position. The door shall be made from smooth aluminum and painted black durabak.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

UPPER STORAGE-PASSENGER SIDE

The upper passenger side top compartment shall span above the passenger side compartments from the front of the body to the rear.

There shall be one full length door provided on the top and there shall be a small door at the rear for access.

The compartment shall double as suction storage, and have a three section plastic divider.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be equipped with a lock cylinder fitted for a 1250 style key.

REAR DROP DOWN DOOR

This compartment shall feature a rear facing drop down door. The door shall have a full length stainless steel piano hinge, and a rubber bumper to prevent it from being damaged in the down position. The door shall be made from smooth aluminum and painted black durabak.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

OVER TANK STORAGE

There shall be storage located over the tank from the front of the body to the pump skid. The water and foam fill towers shall be located inside the compartment and shall be walled off to prevent damage.

ROOF COMPARTMENT DOORS

There shall be two (2) door(s) to access the compartment. The door(s) shall be made from aluminum diamond tread plate, and feature a stainless steel piano hinge. The door shall lift up to 90 degrees with a gas charged shock to assist opening and keep the door in the open position. To be painted black durabak.

The specified door shall have an access door for the fill tower so the fill tower can be accessed without opening the compartment door.

The specified hinged door(s) shall be equipped with (4), black lever latch(es). Latch(es) shall be locking style.

COMPARTMENT LIGHTING

The specified compartment shall have four (4) Tecnique E10 lights installed within it.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

BACK COMPARTMENTS

LONG HANDLE TOOL STORAGE

There shall be long handle tool storage under the deck of the skid area. The compartments approx "clear door opening" is 30" wide, 5" high with a depth of 72".

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

A drop down painted aluminum door with stainless steel horizontal hinge shall be installed for the specified compartment.

The specified hinged door(s) shall be equipped with (2), black lever latch(es). Latch(es) shall be non-locking style.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with threaded fasteners.

REAR WHEEL FENDERETTES

Black radius rubber fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with threaded fasteners.

FUEL FILL ACCESS

There shall be a stainless steel hinged door covering the fuel fill cap. The door shall vertically hinged and painted or powder coated job color. The door shall use a 1/4 turn style latch to secure it.

DIESEL EXHAUST FLUID FILL ACCESS

The factory DEF fill access shall be located inbetween the cab and the body, the fill shall be held in place by either an OEM or BME made bracket.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be made from stainless steel and painted job color.

The SCBA door shall have a non-locking lever latch.

The SCBA cylinder storage tube shall be made from aluminum. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be made from stainless steel and painted job color.

The SCBA door shall have a non-locking lever latch.

The SCBA cylinder storage tube shall be made from aluminum. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be made from stainless steel and painted job color.

The SCBA door shall have a non-locking lever latch.

The SCBA cylinder storage tube shall be made from aluminum. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

SCUFF GUARDS

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" X .125" aluminum tread plate material.

FRONT OF BODY -- PROTECTIVE SURFACE

The front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material, which shall cover the outboard portion of each side of the body. The panel(s) shall be painted black durabak.

REAR BODY PANELS

The rear tail panels of the apparatus body shall be unpainted, to accommodate chevron striping.

OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material.

TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of aluminum diamond plate and coated in black Dura-Bak coating for slip resistance.

ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors on the body shall be provided with an aluminum drip rail above the doors.

ALUMININUM – COMPARTMENT DOOR, HINGED OVERLAP

Three (3) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be aluminum for durability. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the lip on both the compartment and the door to provide a double seal against water and dust.

The door shall be mounted using a stainless steel piano style hinge and a .25" diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

The specified door(s) shall have a black stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the CH751 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

ALUMININUM – COMPARTMENT DOOR, LIFT UP HINGED OVERLAP

There shall be two (2), horizontally hinged lift up door shall be fabricated of aluminum. The door shall feature an exterior surface which overlaps the opening of the compartment. The exterior surface shall be aluminum for durability and damage resistance. The interior surface shall be aluminum for structural support and overall appealing appearance of the compartment. The frame of the door shall be constructed of aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The door shall be mounted with a stainless steel hinge with .25" diameter hinge pin for stability. The horizontal hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

The specified door(s) shall have a black stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the CH751 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

ALUMINUM – COMPARTMENT DOOR, DROP DOWN HINGED OVERLAP

There shall be one (1) horizontally hinged drop down doors shall be fabricated of aluminum. The doors shall feature exterior surfaces which overlap the opening of the compartment. The exterior surface shall be aluminum for durability and damage resistance. The interior surface shall be aluminum for structural support and overall appealing appearance of the compartment. The frame of the door shall be constructed of aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the door for an added third layer of water protection.

The door shall be mounted with a stainless steel hinge with a .250" diameter hinge pin for stability. The horizontal hinge shall be mounted to the body frame with threaded inserts and stainless steel screws.

Stainless steel cables shall be utilized to hold the door in the open position. The cables shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The cables shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

The specified door(s) shall have a black stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the CH751 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

REAR STEP

There shall be a stepping surface provided and installed at the rear of the apparatus. The rear step shall have a frame work constructed of structural aluminum angles. There shall be channels on the exterior perimeter with center supports forming an independent assembly, and shall be bolted to the rear body structural framing to provide body protection and a solid rear stepping platform.

The walking surface of the rear step shall be aggressive DIAMOND BACK aluminum extrusions that complies to applicable NFPA standards.

To be coated in Duraback Black.

FOLDING STEP -- PASSENGER SIDE REAR

There shall be three (3) Innovative Controls chrome plated zinc steps installed. The steps shall be a spring loaded design with an approx 8" by 6" stepping surface and feature a BME logo and an LED light to light up the stepping surface. The step shall be installed on the rear passenger side of the body.

VERTICAL HAND RAIL

Two (2) knurled type non-slip handrail(s), approximately 24" in length, shall be vertically installed.

WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 300 gallons of water with 12 gallon foam provisions.

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

BACK PACK FILL SYSTEM

There shall be one (1) back pack fill system provided and installed on the left lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance with SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets

Wiring between the cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every

six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.

Low voltage protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and shall meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink and or a sealed connector.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall utilize a weatherproof strain relief.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A service loop shall be provided behind all electrical appliances to allow them to be pulled away from their mounting area for inspection and service work

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per the requirements of NFPA.

ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harnesses shall be connected with Deutsch type quick connectors.

CUSTOM FABRICATED CONSOLE

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The console shall feature a single row of havis style plates on a bolted down lid.

CONSOLE MAP BOX

There shall be a map box attached to the rear of the console. The map box shall be painted to match the console.

The specified compartment(s) shall be coated with Black/Black colored Multi-Spec paint.

12 VOLT POWER SOURCE

There shall be one (1) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

The specified power source shall be wired to the switched battery circuit.

USB CHARGING PORT

Three (3) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and one USB-C connection.

The specified power source shall be wired to the switched battery circuit.

CUP HOLDER

The console shall have two (2) cup holders installed. Exact location to be determined at the preconstruction meeting.

EMERGENCY MASTER SWITCH

An emergency master switch shall be located conveniently near the driver.

BATTERY CHARGER/ INVERTER

A Xantrex Freedom XC Pro 2000, model #818-2010, automatic battery charger and 2000 watt inverter with remote display model# 0808-0817-01 shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance.

120 VOLT SHORE POWER RECEPTACLE

A Kussmaul model 091-55-20-120-BW amp "Super Auto-Eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from road dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt equipment requiring shore power.

The specified auto eject cover shall be red.

GFCI OUTLET

There shall be one (1) GFCI outlet Kussmaul model# 808-9817 provided and remote mounted for the inverter.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING AND LIGHT

A predrilled backing plate and LED light shall be installed on the rear for mounting of the license plate.

STOP AND TAIL LIGHT

Two (2) Tomar Model # R46L-STT 4" x 6" LED stop and tail lights with clear lenses shall be provided and installed on the apparatus. The light can be used in combination with a separated turn signal, or alone as a Brake, tail, and turn light.

TURN SIGNALS

Two (2) Tomar model# R46L-TURN 4" x 6" LED turn signal lights with clear lenses shall be provided and installed on the apparatus.

TAILLIGHT BEZELS

Two (2) Tomar Chrome plastic housings Model #R46-BZ3 shall be installed at the rear of the apparatus for Three (3) Tomar 4" x 6" stop-tail-turn-backup and warning lights.

ZONE C -- LOWER REAR BODY WARNING LIGHTS

Two (2) Tomar Revolution series 4" x 6" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

NO--Cab Interior Lighting

MAP LIGHT

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm an on-off switch located on the base of the light shall be installed.

FRONT BUMPER -- GROUND LIGHTS

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

CAB GROUND LIGHTS

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

GROUND LIGHTS - UNDER REAR SIDE COMPARTMENT

There shall be one (1) Tecniq E10, LED ground lights installed under the rear side body compartment(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

GROUND LIGHTS - UNDER REAR STEP

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

The ground lights shall be activated when the Ground Lights button on the cab center console is pressed.

REAR BUMPER LIGHTING

There shall be two (2) Whelen 0S series part# 0AC0EDCR 45 degree angled light(s) installed to adequately illuminate the rear bumper step area.

The specified lights shall activate any time the body ground lights are activated.

TOMAR 30" SCENE LIGHT

One (1) Tomar TRX thirty inch (30") model TRX-30W-AC light(s) shall be installed as specified on the apparatus. The light shall be capable of emitting amber and white light.

Location of TRX light to be determined during pre-construction meeting.

SCENE LIGHTING

There shall be a total of 4 (four) scene lights provided and installed on the apparatus, they shall be located at the following locations.

Located at the front of the body one on the drivers side and one on the passenger side above the side compartments.

On the back of the truck, one on each tail panel below the suction storage.

SCENE LIGHT

There shall be four (4) Whelen M62SLC lights shall be installed. The light shall feature updated optics and three low power levels in addition to full brightness. The light shall feature a chrome flange.

The scene lights shall be activated by individual buttons or switches on the cab center console. Left, right, and/or rear scene light controls.

DOOR OPEN WARNING LIGHT

A door open warning light shall be installed on cab dash. The light shall be a flashing LED light with a red lens. The light shall include a label, "Do Not Move Apparatus When Light is ON".

"DOOR OPEN" AND EQUIPMENT OPERATION ALARM

A buzzer or alarm shall be installed in cab to indicate "doors open" or equipment operation on the apparatus. The buzzer shall operate when parking brake is released.

RADIO PRE-WIRE

There shall be a radio pre-wire provided in the cab center console. The prewire shall consist of a battery hot, battery switched, and a ground source.

RADIO ANTENNA INSTALLATION

There shall be one (1) radio antenna installed on the apparatus and routed to the cab center console.

INSTALLATION - MDT ANTENNA(S)

There shall be one (1) MDT antenna(s) supplied by the purchaser and installed on the apparatus at a location to be determined by engineering and approved by purchaser prior to installation.

BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

CHASSIS SUPPLIED BACK UP CAMERA INSTALLATION

The chassis shall be ordered with a back up camera. The camera shall be installed by the apparatus manufacturer. The exact location shall be determined at the pre-construction conference.

HEADLIGHT FLASHER

The headlights shall be set to alternate flash (Wig-Wag).

The wig wag shall be triggered by the siren controller slide switch position 3.

ELECTRONIC SIREN

A Whelen CenCom Core C399 electric siren and lighting control module shall be installed.

WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL6 control head supplied with the Cencom Core system. It features a 3 section control head, with 8 push buttons, 4- position slide switch with a 7 position rotary knob. A manual siren and air horn button, and 3 traffic advisor control buttons.

WHELEN CORE WECANX TRAFFIC ADVISOR MODULE

There shall be a Whelen model CTA Traffic Advisor module interfaced with the Cencom Core system.

SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

ZONE A -- UPPER FRONT -- LIGHTBAR

One (1) Tomar Scorpion 53" lightbar Model# 970L-53DTP-RR Shall be installed. The lightbar shall contain Full dual color front and sides (red/wht). Lightbar shall include CA flash rates and CA steady red. The front of the lightbar shall be fully populated with six (6) 12-LED modules, High-power off-road TRX take downs, and four (4) 24-LED corner modules with alley lights. The light bar shall be aluminum in color, and feature a built in traffic pre-emption emitter located in the forward center section of the light bar.

ZONE A -- LOWER FRONT BUMPER WARNING LIGHTS

Two (2) Tomar iLED dual color Model# RSDH-RW-series lights shall be provided and installed on the apparatus. The lights shall be equipped with a clear lens, and red and white LEDs. The light shall be mounted horizontally.

The specified lights shall include a chrome bezel.

ZONE B AND D -- FRONT INTERSECTION WARNING LIGHTS

Two (2) Tomar Revolution series 4" x 6" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

The specified Tomar 4" x 6" light(s) shall be equipped with a Tomar bezel Chrome in color. Model# R46-BZ

ZONE B AND D -- LOWER MID BODY WARNING LIGHTS

Two (2) Tomar Revolution series 4" x 6" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

The specified Tomar 4" x 6" light(s) shall be equipped with a Tomar bezel Chrome in color. Model# R46-BZ

ZONE B AND D- UPPER SIDE FRONT WARNING LIGHTS

Two (2) Tomar Revolution series 4" x 6" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

The specified Tomar 4" x 6" light(s) shall be equipped with a Tomar bezel Chrome in color. Model# R46-BZ

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Tomar Revolution series 4" x 6" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

The specified Tomar 4" x 6" light(s) shall be equipped with a Tomar bezel Chrome in color. Model# R46-BZ

ZONE C -- UPPER REAR BODY WARNING LIGHTS

Two (2) Tomar Revolution series 7" x 9" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

The specified Tomar 7" x 9" light(s) shall be equipped with a Tomar bezel Chrome in color. Model # R79-BZ

REAR TRAFFIC ADVISOR, SIX (6) LAMPS

A Tomar L stick traffic advisor model # LSTICK-14TD6-B LED shall be provided and mounted at the rear of the body. The traffic advisor shall include a 40' cable.

FRONT MOUNTED ELECTRIC WINCH

A Warn Winch Company 16,500 pound capacity, 12-volt electric winch system shall be installed on the front of the apparatus. It shall have forward and reverse gears, a three stage planetary gearing and a sliding ring gear clutch that will permit free-spooling for quick unwinding of cable.

The winch shall be controlled with a push button device attached to a twelve foot (12') control cable and weatherproof receptacle.

The winch shall include 80' of Spydura pro synthetic rope.

REAR RECEIVER HITCH

One (1) Class 5 type trailer hitch, rated at approximately 10,000 lbs. shall be installed on the rear of the apparatus attached to the frame assembly.

WARNING LABEL -- ROPE TIE DOWNS

A warning label for rope tie downs shall be located visible near each rope anchor. The label shall comply with FAMA28 standards.

The label shall read, "Anchor failure hazard.

- Straight pull only
- Do not exceed **** lbs
- Do no lift on anchor

Flying parts and shipping ropes may injure or kill"

TRAILER HITCH POWER PLUG

Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12 volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

PAINT CODES/COLORS

The apparatus shall be painted the following color(s).

PAINTING EXTERIOR CAB

The exterior of the cab shall be completely repainted a single customer specified color.

WHEEL FINISH

The apparatus wheels shall be powder coated satin black.

BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be corrected with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected..

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint.

The specified compartment(s) shall be coated with Gray Stone colored Multi-Spec paint.

TOUCH-UP PAINT

Touch-up paint shall be furnished with the completed truck at final delivery.

VALVE PAINTING

All exposed valves shall be painted to match the color of the exterior body.

BRONZE STRIPING PACKAGE

Examples of graphics that can be covered under this package:

- Rear chevron

2.5" Suction Options Package

SUCTION HOSE

Two (2) 2.5" x 7 foot lengths of Kochek PVC flexible suction hose shall be provided and equipped with lightweight couplings.

SUCTION HOSE

One (1) 2.5" x 8 foot length of Kochek PVC flexible suction hose shall be provided and equipped with lightweight couplings.

STRAINER

One (1) barrel strainer shall be provided on the apparatus. . The strainer shall be equipped with a 2.5" female rocker lug coupling.

WHEEL CHOCKS

Two (2) Zico Model AC-1, aluminum wheel chocks shall be provided on the apparatus.

5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

HYDRAULIC JACK

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

LUG WRENCH

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.

REFLECTOR

A set of three (3) triangular reflectors shall be provided.



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4 PRODUCT WARRANTIES

Exhibit "C"



GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience, or other incidental expenses.
- Any apparatus which has been repaired or altered outside of the apparatus manufacturer's factory in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

No warranties are given beyond those described herein. This warranty is in lieu of all other warranties, expressed or implied. The company specifically disclaims warranties of merchantability and fitness for a particular purpose, all other representations to the user/purchaser and all other obligations or liabilities. Further, the company excludes liability for consequential and incidental damages, on the part of the company or seller. No person is



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authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.



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PLUMBING WARRANTY

The stainless-steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a pro-rated limited paint warranty which shall cover peeling and/or de-lamination of the topcoat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

Topcoat Durability & Appearance: Gloss, Color Retention & Cracking

0-72 months 100%

73-96 months 50%

97-120 months 25%

Corrosion: Dissimilar Metal and Crevice

0-36 months 100%

37-48 months 50%

49-72 months 25%

73-120 months 10%

Integrity of Coating System: Adhesion, Blistering/Bubbling

0-36 months 100%

37-84 months 50%

85-120 months 25%

Corrosion Perforation

0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the BME Fire Trucks LLC Basic One Year Limited Warranty.

LETTERING AND STRIPING WARRANTY

The manufacturer shall provide a three (3) year lettering and striping warranty. The provisions of this warranty shall be detailed in the completed apparatus documentation.



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WARRANTY REGISTRATION

This form has been provided for you to register your new fire apparatus in the BME Fire Trucks Warranty Program. (This does not constitute acceptance of your Fire Apparatus per Specifications or Contract requirements.) Please complete the information below and mail this form back to BME. The warranty period begins thirty (30) calendar days after delivery unless otherwise noted.

Department Name: _____

Address: _____

Dept. Contact Name: _____

Title: _____ Phone Number: _____

Apparatus Description:

Serial #: _____ Delivery Date: _____

Chassis Mfg: _____

Chassis Serial #: _____

Pump Mfg: _____ Pump Serial #: _____

Engine Mfg: _____ Engine Serial #: _____

Tank Mfg: _____ Tank Serial #: _____

Foam System Mfg: _____ Foam System Serial #: _____

Name & Model: _____ Mfg & Serial #: _____

Other Components (list each):

Date: _____



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5 DEALER SUPPLIED PRODUCTS AND /OR SERVICES

Exhibit "D"

PROPOSAL INTRODUCTION

With over three decades of industry expertise, Golden State Fire Apparatus, Inc. (GSFA) proudly stands as the premier authorized dealership for top-tier fire apparatus in Central and Northern California. Our steadfast commitment to detail and customer satisfaction has earned us a trusted reputation among first responders.

We sincerely appreciate the opportunity to present this comprehensive proposal for a BME FIRE TRUCKS, LLC. DODGE 5500 "PONDEROSA" TYPE 6 ENGINE. Your consideration of this proposal is greatly valued, and we are eager for the opportunity to support your department with the highest level of excellence and professionalism.

DEALER-SUPPLIED PRODUCTS AND SERVICES

Golden State Fire Apparatus Inc. (GSFA) will furnish the following items and/or services before final delivery so that all necessary components and support are in place, contributing to an efficient final delivery process. Please refer to the detailed list below for a comprehensive overview of the products and/or services included:

AUTHORIZED MANUFACTURER

In accordance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." The manufacturer, as of the proposal submission, holds a valid license in compliance with this requirement and is prepared to furnish a copy upon request. This adherence to regulatory standards ensures that the manufacturer maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED DEALERSHIP

In compliance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "a dealer in vehicles of a type subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." Golden State Fire Apparatus, Inc. possesses a valid license at the time of the bid, as detailed above, and can promptly provide a copy upon request. This adherence to regulatory standards ensures that the dealership maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED SALES REPRESENTATIVE

In accordance with the State of California Vehicle Code, specifically Section 11800, it is expressly prohibited for any individual to function as a vehicle salesperson without obtaining a license issued by the Department of Motor Vehicles (DMV). The representative, at the time of

proposal, holds a valid vehicle salesperson's license and is ready to furnish a copy upon request. This adherence to regulatory standards ensures that the sales representative maintains a current and official status, promoting transparency and compliance with legal requirements throughout the bidding process and subsequent phases.

VEHICLE REGISTRATION

In adherence to the State of California Vehicle Code Section 11739, it is mandated that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Being a factory-authorized dealer of the vehicle being sold, Golden State Fire Apparatus, Inc. is duly authorized to register the vehicle with the State of California as a new vehicle manufacturer.

GSFA is committed to facilitating an excellent vehicle ownership experience for the customer. As such, we will manage all necessary applications and complete all transfer papers, including the application for California Exempt "E" license plates. This approach ensures compliance with regulatory requirements and a hassle-free registration process for our valued customers.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA is committed to ensuring transparency and comprehensive reporting throughout the construction process of the apparatus. To achieve this, GSFA will provide weekly photographs capturing various stages of the apparatus or major components under construction.

Commencing from the initiation of the manufacturing process, the photographic documentation will extend throughout the entire production phase by the manufacturer. These weekly reports will offer a visual representation of the ongoing progress of the apparatus, highlighting key milestones and showcasing unique features and aspects as construction unfolds.

Our focus is to provide customers with a clear and detailed insight into the evolution of the apparatus, fostering a deeper understanding of the craftsmanship and distinct elements incorporated during the construction process. This commitment to regular, visual updates aims to enhance communication and transparency regarding the progress of the apparatus.

CONTINGENCY RESERVE FUND

A Contingency Reserve Fund amounting to \$15,000 per unit is incorporated into the quotation to address potential change orders, unforeseen items, or necessary work that may arise during the contract. The utilization of this reserve fund is at the sole discretion of the Customer. It is essential to note that this reserve fund is not an estimate for the aforementioned contingencies, and the actual costs associated with change orders, unforeseen items, or required work may surpass the reserved amount depending on their nature.

Any unused portion of the Contingency Reserve Fund will be credited back on the final invoice. Alternatively, if not credited, the remaining funds will be promptly returned to the Customer in the form of a check following the completion of the final invoicing process. This approach guarantees financial transparency and effective management throughout the project.

PRE-CONSTRUCTION, FACTORY VISIT

A pre-construction trip to the manufacturing facility is included for three (3) Customer representatives. The primary objective of review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip is anticipated to span three (3) days and two (2) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Fresno, Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the pre-construction trip.

FINAL INSPECTION, FACTORY VISIT

A final inspection trip to the manufacturing facility is included for three (3) Customer representatives. The primary objective of this visit is to ensure the adherence of the apparatus to specifications and promptly identify any potential deficiencies. The final inspection trip is anticipated to span three (3) days and two (2) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Fresno, Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or

cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the final inspection trip.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will deliver the apparatus to our Northern California facility located in Sacramento for a comprehensive dealer preparation inspection. This service, conducted at the expense of GSFA, aims to have the apparatus in optimal condition at the time of final delivery.

To ensure the proper break-in of all components while still under warranty, the apparatus will be delivered under its own power. The use of rail or truck freight for transportation is deemed unacceptable in order to uphold the highest standards of quality assurance during the delivery process. This approach not only aligns with warranty considerations but also emphasizes the commitment to delivering a fully operational apparatus to our valued customers.

PRE-DELIVERY SERVICE

Before reaching its final destination, the apparatus undergoes a pre-delivery service conducted by Golden State Emergency Vehicle Service, Inc. This service is designed to tap into the expertise of an external source, providing an experienced perspective that enhances the thoroughness of your final inspection. Our pre-delivery service covers the following areas:

1. Engine Compartment and Undercarriage:
 - Inspect for broken mounting brackets.
 - Inspect and identify locations of any fluid leaks.
 - General inspection of hoses, wiring, and linkage, focusing on potential wear points.
 - Verify correct fluid capacities for engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear-end fluid, pump transmission oil, and primer oil if applicable.
 - Re-torque U-bolts to OEM specifications if equipped with leaf spring suspension (Pierce Custom chassis only).
2. Interior:
 - Confirm proper operation of doors, windows, and locks, ensuring accurate adjustment.
 - Confirm proper operation of seatbelt alarms.
 - Confirm proper operation of all compartment door alarms, as well as hose bed cover, ladder rack, light tower, and deck gun alarms.
 - Ensure functionality of auxiliary power points, interior lighting, mirror, and seat controls, and if applicable - headsets and radios.
 - Inspect upholstery for quality and condition.

3. Exterior:
 - Address reasonable paint scratches or chips.
 - Tighten any loose hardware.
 - Inspect tires and wheels, ensure proper pressure.
 - Check compartment doors for proper operation and latch fit.
 - Lubricate compartment door locks if applicable.
4. Road Test:
 - Conduct a road test with a full water tank (if applicable), covering approximately twenty miles on both city and highway roads.
 - Perform a DOT compliant brake test to verify the system is holding air.
 - Inspect brake condition, wheel seals, and ensure drive train components reach optimal operating temperatures.
 - Conduct an Allison Transmission self-diagnostic to verify fluid level, fluid and filter life, and check for fault codes.
5. Electrical:
 - Verify the operation of all lights, sirens, and other electrical accessories.
6. Pump:
 - Operate the Pressure Governor or Relief Valve, transfer valve, and check pump shift.
 - Inspect water tank, pump and plumbing for leaks and calibrate the water level gauge.
 - Ensure smooth operation of all discharge, suction, and drain valves.
7. Pierce Husky™ Foam System:
 - If applicable, draft and inject clean water to ensure proper operation of the foam pump.
8. Fuel and DEF Tanks:
 - Fill the fuel tank and DEF tank prior to final delivery.
9. Wash:
 - Thoroughly wash the apparatus prior to final delivery.

This pre-delivery service assists the apparatus to meet our high standards of quality and operational efficiency before reaching its final destination.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will deliver the completed Product, inclusive of any relevant equipment, spare parts, and supplies, to the Customer's specified address at GSFA's expense.

In preparation for the Product's delivery, the Customer is required to furnish GSFA with proof of liability and physical damage insurance. GSFA will withhold the release of the Product until such proof of insurance is provided.

To ensure a timely delivery process, it is incumbent upon the Customer to settle any outstanding balance owed to GSFA before or at the time the Product is completed and ready for delivery. In the event of delayed payment or delivery, GSFA reserves the right to impose a late fee and daily storage charge as outlined in the Standard Terms and Conditions until payment is received.

For compliance with insurance liability considerations, the Product will only be delivered upon full acceptance and full payment, or through a prior written agreement mutually reached between the Customer and GSFA. This ensures a secure and efficient finalization of the delivery process, aligning with both parties' obligations and safeguarding against potential liabilities.

COMPREHENSIVE SALES AND SERVICE SUPPORT

At GSFA, we understand that immediate response is essential - and the service and support of your apparatus should be no different. Since our founding in 1989, our mission has been to provide first responders with the highest quality, most reliable fire and emergency apparatus from top-tier manufacturers. We specialize in guiding our customers through the entire process - from apparatus evaluation and customization to final inspection - and ensuring years of reliable service through our Golden State Emergency Vehicle Service (GSEVS) division.

Golden State Emergency Vehicle Service (GSEVS)

Established in 2014, GSEVS is committed to building long-term, collaborative relationships by providing exceptional warranty and technical support. Our services cover a wide range of needs, including chassis, electrical systems, pump, aerial, routine maintenance, equipment mounting, and pump testing - with priority given to new units sold by GSFA. Our goal is to deliver prompt, professional service and unwavering support for your apparatus.

Sacramento Facility

Our Sacramento location features a 33,814-square-foot facility with 14 working bays and a 4,500-square-foot, two-story parts distribution department. Conveniently located near Highway 99 with easy access to Interstates 80 and 50, we are positioned to serve you efficiently.

Tracy Facility (Opening Fall 2025)

Our second location in Tracy will expand our service capacity with a 49,634-square-foot facility featuring 21 working bays and a parts department equal in size to our Sacramento facility. Strategically located

within the "Tracy Triangle" - bordered by I-580, I-205, and I-5 - this facility will enhance our ability to serve customers in the Bay Area and beyond.

Certified and Experienced Technicians

Our service team includes factory-trained professionals certified by Pierce, ASE, and EVT. They undergo regular training to stay current on chassis, electrical systems, and aerial devices, ensuring expert handling of any challenge. Whether it's routine maintenance or complex diagnostics, you can count on expert care and precision with every visit.

Parts

At Golden State, we're dedicated to keeping your apparatus fully operational and mission-ready. That's why we maintain a robust inventory of both Pierce and non-Pierce parts—ready for immediate deployment when you need them most. If a part isn't in stock, we expedite orders directly from the manufacturer to minimize downtime and get your unit back in service without delay.

To make the process even more efficient, our digital Parts Request Portal offers a streamlined, user-friendly experience. It provides 24/7 access to submit requests, monitor order status, and communicate directly with our team—ensuring transparent updates and quicker turnaround times every step of the way.

Mobile Service

To minimize emergency apparatus downtime, we offer a robust mobile service program for on-site repairs and maintenance.

Pre-Delivery Inspection (PDI) Process

We employ a dedicated team of Pre-Delivery Inspection (PDI) technicians solely focused on ensuring your apparatus arrives in peak condition. Before your new custom unit is delivered, it undergoes a thorough, multi-point inspection to verify quality, performance, and compliance with all specifications. Our team handles every detail of the acceptance and delivery process—so you can take ownership with complete confidence and peace of mind.

Your Single Source for Sales and Service

With Golden State Fire, you have a single point of contact for sales, service, and support - all under one roof, with two strategically located facilities to serve you better. We are confident that our combination of expertise, customer service, and product support is unmatched by any other fire and emergency apparatus dealership in California.

END OF EXHIBIT "D"

Exhibit B: Budget Amendment

**EXHIBIT B
CITY OF MADERA**

Budget Appropriations: Res. 25-

Budget Transfer & Amendment for Fiscal Year 2025/26

FUND	ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
Measure K - Fire						
	10262500	4900		Budgetary Carryover	\$	461,481
	10262500	7000		Vehicles and Equipment	461,481	
					\$ 461,481	\$ 461,481

Attachment 2: Photo of the City's existing Engine 656



Attachment 2. Photo of the City's existing Engine 656



Attachment 3: Photo of the model proposed for purchase per
this report

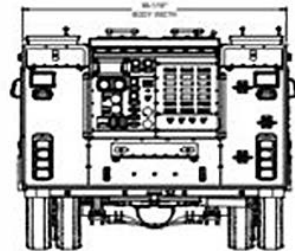
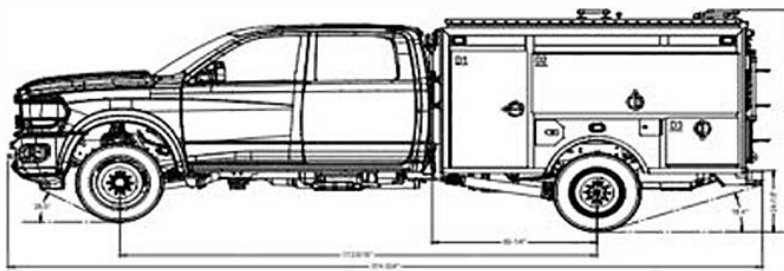
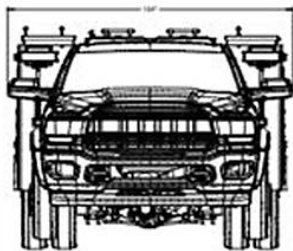
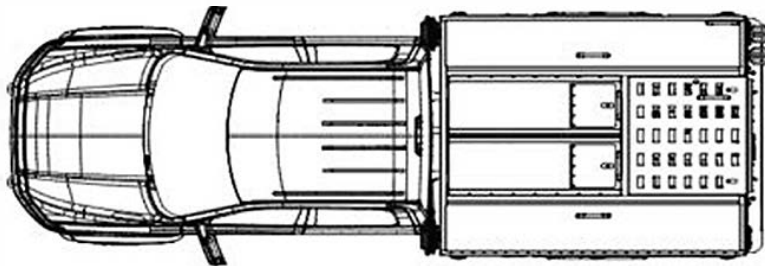
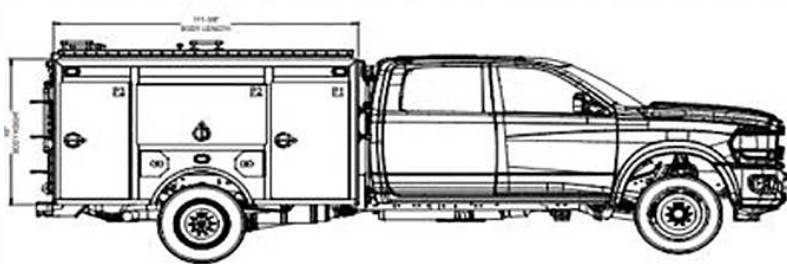
Attachment 3. Photo & diagram of the model proposed for purchase

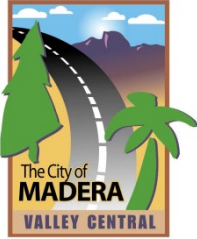
Model of the City of Merced Type 6 Engine

Similar engine that is proposed as part of this item, except the color pattern will be similar to Engine 57.



DIMENSIONS (mm) - STANDARD EQUIPMENT				
OPTION	STANDARD	OPTIONAL	OPTIONAL	OPTIONAL
21	20.00	20.00	20.00	20.00
22	20.00	20.00	20.00	20.00
23	20.00	20.00	20.00	20.00
24	20.00	20.00	20.00	20.00
25	20.00	20.00	20.00	20.00
26	20.00	20.00	20.00	20.00
27	20.00	20.00	20.00	20.00
28	20.00	20.00	20.00	20.00
29	20.00	20.00	20.00	20.00
30	20.00	20.00	20.00	20.00
31	20.00	20.00	20.00	20.00
32	20.00	20.00	20.00	20.00
33	20.00	20.00	20.00	20.00
34	20.00	20.00	20.00	20.00
35	20.00	20.00	20.00	20.00
36	20.00	20.00	20.00	20.00
37	20.00	20.00	20.00	20.00
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44	20.00	20.00	20.00	20.00
45	20.00	20.00	20.00	20.00
46	20.00	20.00	20.00	20.00
47	20.00	20.00	20.00	20.00
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63	20.00	20.00	20.00	20.00
64	20.00	20.00	20.00	20.00
65	20.00	20.00	20.00	20.00
66	20.00	20.00	20.00	20.00
67	20.00	20.00	20.00	20.00
68	20.00	20.00	20.00	20.00
69	20.00	20.00	20.00	20.00
70	20.00	20.00	20.00	20.00
71	20.00	20.00	20.00	20.00
72	20.00	20.00	20.00	20.00
73	20.00	20.00	20.00	20.00
74	20.00	20.00	20.00	20.00
75	20.00	20.00	20.00	20.00
76	20.00	20.00	20.00	20.00
77	20.00	20.00	20.00	20.00
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84	20.00	20.00	20.00	20.00
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86	20.00	20.00	20.00	20.00
87	20.00	20.00	20.00	20.00
88	20.00	20.00	20.00	20.00
89	20.00	20.00	20.00	20.00
90	20.00	20.00	20.00	20.00
91	20.00	20.00	20.00	20.00
92	20.00	20.00	20.00	20.00
93	20.00	20.00	20.00	20.00
94	20.00	20.00	20.00	20.00
95	20.00	20.00	20.00	20.00
96	20.00	20.00	20.00	20.00
97	20.00	20.00	20.00	20.00
98	20.00	20.00	20.00	20.00
99	20.00	20.00	20.00	20.00
100	20.00	20.00	20.00	20.00





REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: D-2

SUBJECT:

Amendment No. 1 to Agreement with Stantec Consulting Services, Inc. for the Wastewater Treatment Facility Improvement Project for Additional Engineering Services during Construction and Design of a new Influent Pump Station (IPS) wet well

RECOMMENDATION:

Adopt a Resolution approving the Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for the Madera Wastewater Treatment Plant (WWTP) Improvements Project, authorizing additional construction-phase engineering support and the design of a new IPS wet well, for a total not-to-exceed amount of \$160,000

SUMMARY:

The City is in the midst of constructing a new headworks project at the WWTP as initially approved by Council at its December 4, 2024, meeting. Throughout the first eight months of construction, Stantec Consulting Services (Stantec) has provided significantly more engineering support than initially anticipated in the February 2024 Agreement, including reviewing nearly triple the number of submittals, responding to additional Requests for Information (RFIs), and attending more progress meetings than included in the prior scope of work.

In addition, a structural evaluation of the existing IPS wet well, conducted in June 2025, identified severe deterioration due to hydrogen sulfide gas, including concrete loss and corroded or missing rebar. The IPS wet well is a below-grade concrete chamber that receives raw wastewater (sewage) as it first enters the treatment plant. All incoming flows collect in this basin before being pumped into the next stage of the treatment process. It provides a steady, controlled flow to the WWTP, especially during peak periods (morning/evening, storms, etc.).

Following coordination with City staff, the latter determined that the existing IPS wet well requires removal and replacement due to its poor condition. Given Stantec's extensive knowledge of the project, City staff requested that the firm submit a proposal (Contract

Amendment No. 1) to perform additional design work, including engineering services through September 2026 and completion of the design for a replacement IPS wet well.

If approved, this amendment will allow construction to proceed without delay, ensure continued engineering support, and provide the necessary design documents for the new IPS wet well.

DISCUSSION:

The WWTP Improvements Project (Project 202324-19) has been in construction since February 2025. Under the existing Engineering Services Agreement, Stantec was responsible for a defined level of submittal review, RFI responses, meeting participation, and support during construction. Due to the complexity of the project and the contractor's increased volume of technical submittals, Stantec has already exceeded the originally authorized level of service:

- 76 submittals reviewed (original scope: 25)
- 33 RFIs reviewed (original scope: 20)
- 28 progress meetings attended (original scope: 10)

To maintain adequate support through the remaining ten months of construction, additional engineering services are required.

Condition of the IPS Wet Well:

It should be noted that in the report to the Council on December 4, 2024, staff indicated that additional work might be necessary because the condition of the IPS wet well had not yet been fully assessed. At that time, staff explained that the existing wet well was several decades old, had limited documentation regarding its condition, and could only be fully evaluated once excavation and exploratory work were performed. As a result, the scope of rehabilitation or replacement could not be confirmed during the initial phase of the project. In that report, staff stated:

“Early in the construction phase, the contractor is tasked to investigate the existing condition of the IPS wet well by providing bypass pumping of the headworks so the wet well can be drained and fully examined. This information will be used to identify the scope of necessary repairs and rehabilitation to be performed either as part of this project or as separate capital improvement project.”

In June 2025, Stantec completed a structural observation of the existing IPS wet well and influent junction box. Findings included:

- Missing or severely deteriorated concrete
- Corroded and missing reinforcement steel
- Structural instability in the upper 10 feet of the wet well
- Existing concrete foundation already at the end of its service life

Following months of coordination with City staff, two alternatives were evaluated:

A. Alternative 1: Repair in Kind

- a. Remove deteriorated concrete/rebar and replace with new concrete
- b. Does not address deteriorating foundation
- c. Does not meet the long-term needs of a 10.1 MGD facility
- d. Cost less than Alternative 2

B. Alternative 2: Full Removal and Replacement (Recommended)

- a. Construct a new wet well to contemporary building standards
- b. Designed for 10.1 MGD future capacity
- c. Includes new level sensors, odor control integration, new coating system, safety features, and structural improvements
- d. Provides a new 50-year design life
- e. Cost more than Alternative 1

City staff support proceeding with Alternative No. 2, complete Removal and Replacement.

Proposed Scope of Work (Amendment No. 1)

1. Task 5.08 – Additional Construction Services

- a. Stantec will:
 - i. Review 30 additional submittals
 - ii. Respond to 30 additional RFIs
 - iii. Participate in 40 additional progress meetings
 - iv. Provide general engineering support through September 2026

2. Task 5.09 – New IPS Wet Well Design

- a. Stantec will prepare stamped drawings and specifications for:
 - i. Demolition of the existing wet well
 - ii. Construction of a new reinforced concrete wet well
 - iii. Remediation of the common wall between the wet well and the dry well
 - iv. New level instrumentation
 - v. Corrosion-resistant lining
 - vi. Raised operating water level
 - vii. Integration with existing pumps and odor control

This agreement also includes one onsite inspection during demolition by Stantec.

FINANCIAL IMPACT:

The total cost for the additional services is \$160,000, funded through the Sewer Enterprise Fund, which has sufficient budget capacity to proceed with the work. The amendment will modify the Engineering Services Agreement No. 202324-19.

It is noted that the design of the IPS wet well, this item, is only one component of the overall project, as Stantec has been tasked with preparing the complete design for a new wet well. Once Stantec completes that design work, the City would return to the contract with Gateway Pacific Constructors, Inc. for potential construction of the improvements. As part of the Council's action on December 4, 2024, a contingency of \$1,310,729, or 15 percent, was approved to account for several unknown conditions, including the condition of the IPS wet well. Upon completion of Stantec's design, the City will have a clearer understanding of the anticipated construction cost and whether the previously approved contingency is sufficient. If it is not, staff would return to the City Council for further consideration and possible action.

ALTERNATIVES:

Council may choose not to approve this amendment or request additional information on the matter.

ATTACHMENTS:

1. Resolution
2. Amendment No. 1 to Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services for Wastewater Treatment Plant Improvements
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Fee Estimate
3. Agreement with Stantec Consulting Services for the Madera Wastewater Treatment Facility Improvement Project

Attachment 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH STANTEC
CONSULTING SERVICES, INC. FOR THE MADERA WASTEWATER
TREATMENT FACILITY (WWTF) IMPROVEMENTS PROJECT, AUTHORIZING
ADDITIONAL CONSTRUCTION-PHASE ENGINEERING SUPPORT AND THE
DESIGN OF A NEW INFLUENT PUMP STATION (IPS) WET WELL, FOR A
TOTAL NOT-TO-EXCEED AMOUNT OF \$160,000.**

WHEREAS, the City of Madera entered into an agreement on February 7, 2024 with Stantec Consulting Services (Consultant) for professional engineering design services for Wastewater treatment Plant Improvements (Agreement); and

WHEREAS, the City requested additional services to be provided by the Consultant related to the design of a new wet well and additional construction management services; and

WHEREAS, it is necessary to extend the term of the Agreement to complete the scope of work as defined in the Agreement.

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

1. The recitals listed above are true and correct.
2. The City approves Amendment No. 1 to the Agreement with Stantec for Professional Engineering Design Services Agreement, a copy of which is attached hereto and incorporated by reference.
3. The Resolution is effective immediately upon adoption.

* * * * *

Attachment 2

Amendment No. 1

AMENDMENT NO. 1 TO AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE MADERA WASTEWATER TREATMENT FACILITY (WWTF) IMPROVEMENTS PROJECT, AUTHORIZING ADDITIONAL CONSTRUCTION-PHASE ENGINEERING SUPPORT AND THE DESIGN OF A NEW INFLUENT PUMP STATION (IPS) WET WELL FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$160,000

This Amendment No. 1 to the Professional Engineering Services Agreement ("Amendment No. 1") is entered between the City of Madera, a Municipal Corporation ("City"), and STANTEC CONSULTING SERVICES, INC., located in Roseville CA, ("Consultant").

RECITALS

WHEREAS, on February 7, 2024, City and the Consultant entered into an Agreement for professional engineering services for design of the Madera Wastewater Treatment Facility (WWTF) Improvements Project ("Agreement"); and

WHEREAS, CITY and Consultant wish to modify the Scope of Work required to complete this project; and

WHEREAS, CITY and Consultant wish to amend the Agreement to add consultant participation during the construction phase of the work which will include submittal review, attending construction progress meetings and review of contractor change orders, site visits, and preparation of record drawings and additional consulting services for the design of a new IPS Wet Well.

AGREEMENT

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

- A. SECTION 2. SCOPE OF WORK. The parties agree that CITY has requested additional services outlined in Exhibit A, dated November 13, 2025, attached hereto and incorporated by reference.

- B. SECTION 5. COMPENSATION. The Parties agree that the Agreement is amended to provide that the compensation to be paid for the additional service as provided in Section 2 shall not exceed \$160,000 in accordance with the Fee and Billing Rates in Exhibit A and Exhibit B "Rate Table".
- C. SECTION 11. TIME OF COMPLETION. Subsection D is amended as follows: The Expiration Date of the Agreement is extended to March 1, 2027.
- D. Except as amended by this Amendment No. 1, all other terms, and conditions of the Agreement, as amended, remain in full force and effect.
- E. This Amendment No. 1 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

CITY OF MADERA

A municipal corporation of
the State of California

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

STANTEC CONSULTING SERVICES, INC.

By: _____

By: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Exhibits:

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

Exhibit A - Scope of Work

Consultant shall perform the additional work:

Task 5.08: Additional Construction Services

Consultant shall review an additional 30 equipment/material submittals, respond to an additional 30 contractor RFIs, and attend an additional 40 progress meetings.

Task 5.09: Design New IPS Wet well

Consultant will prepare stamped and signed drawings and specifications associated with the demolition of the existing IPS wet well, construction of a new wet well, and remediation of the exiting influent junction box. This includes one site in inspection when the wet well is demolished for the purposes of a final inspection on the remaining conjoined wall and to verify integrity prior to final mitigation.

Submittals and RFIs related to the IPS will be reviewed under Task 5.08.

The new IPS wet well design shall include:

- the same footprint as the existing wet well (but shall not have the fillets at the bottom of the tank- to increase the working volume of the tank) and shall serve the future design capacity of 10.1MGD average daily flow (based on design standards ANSI.HI-9.8-2018, section 9.8.3.14)
- remediation measures for the common wall (shared between the new wet well and the existing IPS dry well)
- the water level shall be raised to 213.0 (Currently, 212) to increase the working volume of the wet well and to decrease the excess H₂S release from cascading waterfall
- the wet well shall remain connected to the existing odor control system and existing IPS pumps
- concrete shall be lined or coated to protect from corrosion
- top slab shall be near grade with two SST access hatches and safety grates
- the wet well shall have new level floats and level sensors
- shall be designed in accordance with 2022 CBC

PROJECT BUDGET AND TASK SUMMARY REPORT

The following table provides a breakdown of budgetary costs needed to complete the engineering services during construction of the wet well identified above.

Task Description	Fee
Task 5.08: Additional Construction Services	\$101,000
Task 5.09: Design New IPS Wetwell	\$59,000
Change Order 1 Total Fee	\$160,000

Exhibit B



Fee Schedule - For Additional Scope of Work

				Principal-in-Charge	PM & Process Engineer	Lead E& Engineer	Process Engineer EIT	Senior Designer	ODCs	Capstone						
Name				Beck, Steven	Cohen, Beth	Hoang, Long	Padilla, Mitchell	Bartos, Andy			Project Summary					
Project Billing Rate (T&M)				\$302.00	\$301.00	\$292.00	\$219.00	\$231.00	\$1.00	\$1.10	Hours		Labour		Expense	
Total Units (T&M)				27.00	80.00	60.00	194.00	40.00	331.80	50,000.00	Fixed Fee		\$0.00		\$0.00	
Fee (T&M)				\$8,154.00	\$24,080.00	\$17,520.00	\$42,486.00	\$9,240.00	\$331.80	\$55,000.00	Time & Material		\$104,668.20		\$331.80	
Escalation (T&M)				\$256.17	\$756.52	\$550.43	\$1,334.78	\$290.30	\$0.00	\$0.00	Total		\$104,668.20		\$331.80	
Total Fee (T&M)				\$8,410.17	\$24,836.52	\$18,070.43	\$43,820.78	\$9,530.30	\$331.80	\$55,000.00						
Task Code	Task Name	Start Date	End Date	Units							Task Type	Hours	Labour	Expense	Subs	Total
5	Engineering Services During Construction	2025-10-20	2026-09-29								Time & Material	401.00	\$104,668.20	\$331.80	\$55,000.00	\$160,000.00
5.08	Additional Meetings, Submittals, RFIs	2025-10-20	2026-09-29	20.00	60.00	60.00	174.00		69.25	17,000.00	Time & Material	314.00	\$82,230.75	\$69.25	\$18,700.00	\$101,000.00
5.09	Design New IPS Wetwell	2025-10-20	2026-09-29	7.00	20.00		20.00	40.00	262.55	33,000.00	Time & Material	87.00	\$22,437.45	\$262.55	\$36,300.00	\$59,000.00

Attachment 3

RESOLUTION NO. 24-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AWARDED A CONTRACT FOR ENGINEERING SERVICES AT
THE WASTEWATER TREATMENT FACILITY IN RESPONSE TO REQUEST FOR
PROPOSAL (RFP) NO. 202324-19 TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, In November 2023, the City published a Request for Proposal (RFP) No. 202324-19 for Design and Engineering Services for Wastewater Treatment Facility (WWTF) Improvements; and

WHEREAS, the City desires to improve the daily capacity of the WWTF to meet the demands of future growth while conforming to State guidelines; and

WHEREAS, two bids were received and Stantec Consulting Services, Inc., is the City's selection to perform the services; and

WHEREAS, the federal stimulus funds provided via The American Rescue Plan Act of 2021 (ARPA) are available for water and sewer infrastructure investments; and

WHEREAS, the City desires to use ARPA funds to finance the capital improvement project.

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 awarding a contract for engineering services to Stantec Consulting Services, Inc.
3. The Mayor of the City of Madera is authorized to execute the contract and all documents necessary to effectuate the contract in behalf of the City.
4. The resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 7th day of February 2024 by the following vote:

AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Mejia and Villegas.

NOES: None.

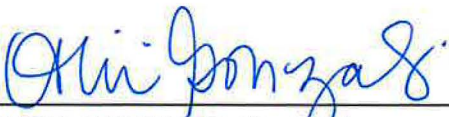
ABSTENTIONS: None.

ABSENT: Councilmember Evans.

APPROVED:


SANTOS GARCIA, Mayor

ATTEST:


ALICIA GONZALES, City Clerk



**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
CITY OF MADERA
AND
STANTEC CONSULTING SERVICES, INC.**

This Agreement for Design and Engineering Services for the City of Madera Wastewater Treatment Facility (WWTF) Improvements, Request for Proposal (RFP) No. 202324-19 ("Agreement") is made and entered into this 2nd day of February 2024, between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and Stantec Consulting Services, Inc. hereinafter called "**CONSULTANT**."

RECITALS

WHEREAS, CITY plans to make improvements to the WWTF, ('Project'); and

WHEREAS, CITY needs the services of a professional engineering firm to provide design and engineering services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional design and engineering services and is knowledgeable of the principals and practices of the industry associated with design and engineering; and

WHEREAS, CITY desires to enter this Agreement with CONSULTANT for such professional design and engineering services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, CITY and CONSULTANT agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT:

CONSULTANT will provide professional design and engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional architectural and engineering management services as set forth in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work which is attached and incorporated by reference as **EXHIBIT A.**

4. CITY'S OBLIGATIONS:

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits.

5. COMPENSATION:

The total compensation for the work tasks itemized in **EXHIBIT B, "Fee and Hourly Rate Schedule,"** attached hereto and incorporated herein by reference is \$582,00.00.

CITY and CONSULTANT agree on the rates shown in **EXHIBIT B,** and agree that they will remain in effect until the date of expiration of Agreement indicated in Section 11. It is understood

and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT B**.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the Project Manager authority is limited to expenditures not to exceed the amount of \$ 58,200.00 .

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records, and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C, "Insurance Requirements,"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

The provision will survive expiration or termination of this Agreement.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings, and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed, and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT D, "Work Schedule,"** which is attached and incorporated herein by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement on or before September 30, 2024 ('Expiration Date'). The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed one 1 additional one-year extension. Any extension requiring increased compensation will require approval by the City Council.

12. TERMINATION OF AGREEMENT:

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY 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 Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against

any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel'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 Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. CONFLICT OF INTEREST:

Prior to City's execution of this Agreement, Consultant shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as Exhibit E and incorporated herein by reference. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant on **Exhibit E, "Disclosure of Conflict of Interest,"** attached hereto and incorporated herein by reference.

Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

Consultant shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.).

Consultant represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

This Section 16 shall survive expiration or termination of this Agreement.

PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers

of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract, or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of

California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

City of Madera
Attn: Arnaldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

CONSULTANT

Stantec Consulting Services Inc.
2250 Douglas Boulevard, Suite 260
Roseville CA 95661-4207
Phone: *(916) 826-3665*
Email: *steven.beck@stantec.com*

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

///

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

* * * * *

CITY OF MADERA

a municipal corporation

By: Cece Gallegos
Cece Gallegos, Mayor Pro Tem, for &obo
Santos Garcia, Mayor

STANTEC CONSULTING SERVICES, INC.

By: Sw 1 B2.
11-2167170
Taxpayer I.D. Number

Date: 03/06/24

Date: 2/14/2024

ATTEST:

By: Alicia Gonzales
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: Shannon L. Chaffin
Shannon L. Chaffin, City Attorney

Date: 2/20/24

Exhibits:

- Exhibit A - Scope of Services
- Exhibit B - Fee and Hourly Rate Schedule
- Exhibit C - Insurance Requirements for Consultants
- Exhibit D - Work Schedule
- Exhibit E - Disclosure of Conflict of Interest



B. GENERAL REQUIREMENTS

1. Understanding and Approach

The City owns and operates the Madera Wastewater Treatment Plant (WWTP) and is regulated by Waste Discharge Requirements (WDR) Order No. R5-2022-0074. The plant treats an existing flow rate of 5.15 Mgal/d and has a design capacity of 10.1 Mgal/d, to accommodate future growth. However, the updated WDR limits the permitted flow rate to 7.0 Mgal/d. The sanitary sewer collection system delivers wastewater to the plant, where it is comingled with septage receiving station effluent, processed by two mechanical screens, and pumped to grit chambers and primary clarifiers. Primary effluent is pumped to oxidation ditches and secondary clarifiers, before being discharged into percolation disposal ponds. Scum and waste sludge is sent to anaerobic digesters and centrifuges, which produce biosolids that are hauled off site for further treatment and disposal.

Much of the treatment plant infrastructure was built in the 1970s. Although some equipment was replaced during the 2006 expansion project and the 2019 Rehabilitation Project, there are still many assets that were installed nearly 50 years ago and have reached their life expectancy.

Recent improvements to the plant include the:

- 2008 WWTF Upgrade and Expansion Project (secondary treatment upgrades, including biological nutrient removal with oxidation ditches and clarifiers),
- 2019 Phase I Rehabilitation Project (equipment replacement in the primary clarifiers, digesters, oxidation ditches, and construction of new plant water supply wells, and primary effluent pump station- **DESIGNED BY STANTEC**),
- 2021 Groundwater Monitoring Well Project (including removal of inoperable wells and installation of new/deeper wells - **DESIGNED BY STANTEC**),
- Several WWTF Master Plans **PREPARED BY STANTEC** (including the critical operations report, WWTF staffing plan, WWTF capacity assessment, 2015 condition assessment & 2019 equipment assessment, 2020 report of waste discharge, and current [2023/2024] quarterly/annual groundwater monitoring reports and antidegradation analysis- Stantec is currently under contract for permitting assistance and ongoing groundwater analysis.)

We understand the main purpose of this project is to replace and repair aging infrastructure and to develop a project that will provide the most cost-effective solution for long term operation of the WWTF.

Stantec's management approach to the Madera WWTF Improvements Project will be based on our proven track record of delivering wastewater treatment design projects for small to medium sized local communities. Our project manager, Beth Cohen's approach relies on a detailed scope of services where every member of the design team is assigned a specific role and responsibility and the team is focused on the success of the project as a whole. The proposed team for this project has worked together for 20 years. We encourage the City staff to visit any of the WWTF designed by Stantec, especially the ones designed by the team selected for this project.

Success of the project is defined not only by delivering the design documents on budget and on schedule, but more importantly by an operator friendly WWTF that reduces the risk of failure, minimizes the costs borne by rate payers, and provides robust performance, with final costs at or below the City's budget.

2. Scope of Services

The detailed scope of services presented below outlines the step- by-step approach Stantec will use to deliver the project.

TASK 1: PROJECT MANAGEMENT AND SCHEMATIC DESIGN

Task 1.01 Project Management: Stantec will provide project management and administrative services including staff assignments, monitoring and control of progress of each major item of work, monitoring and control of time and expenses on each major task, and coordination regarding contractual, billing, and project funding and permitting issues. The project manager will be responsible for coordinating QA/QC. Stantec will complete quality control reviews and constructability reviews of the drawings, specifications, and other bidding documents between the schematic design and 60 percent submittals and between 60 and 90 percent submittals. Documents will be reviewed for correctness, completeness, and coordination with other documents and between disciplines. The QA/QC process will involve senior engineers.

Deliverables: Workplan, schedule, monthly invoices, meeting agenda and minutes, QA/QC plan.

Task 1.02 Meetings and Information Gathering: During design, Stantec will participate in kick-off and progress meetings with the City. This subtask includes meeting preparation, virtual attendance, and preparation of meeting minutes for up to five virtual meetings. During the kickoff meeting, Stantec will confirm project goals and strategies, request data and documentation desired for project implementation. Stantec will review record drawings for utility and topographic data.

Deliverables: Meeting agenda and minutes, archive files collected and prepared during project.

Task 1.03 Basis of Design Report: Stantec will prepare a Basis of Design Report (BDR) that describes the investigation and evaluation of the improvements project and will provide the basis of design and criteria for the Recommended Project. The following sections will be included in the PDR:

- Influent Lift Station Improvements
- Headworks Screening Upgrades
- Septage Receiving Station Replacement
- Primary Clarifier Influent Mixing
- Secondary Clarifier Scum Pump
- Digester Cover Coating
- Preliminary Cost Estimate and Schedule
- Draft specification list

In addition to the items noted in the RFP, we will investigate the need to recoat the digester tank covers, to prevent further rusting and hazardous gas leaking (see City Council meeting minutes from 11/20/2019 and Phase 1 Rehab Project documents).

This task includes preliminary design drawings (~30 percent complete). At a minimum, these will include equipment layouts and process and instrumentation diagrams.

Deliverables: Draft and Final Basis of Design Report, and preliminary (30% complete) design drawings.

TASK 2: DESIGN DEVELOPMENT

Task 2.01 60% Design: Comments from the previous submittal (from Task 1.03) will be incorporated and the design will be advanced to the approximate 60 percent completion point. The 60 percent submittal will have more developed structural, mechanical, civil, electrical, and controls/ instrumentation details. The submittal will include electrical one-line diagrams, a construction sequencing and process bypass plan, and a full set of draft specifications. It is anticipated that the City will provide comments at a progress meeting, occurring within two weeks after receiving the submittal. The

comments will be returned to the City once they have been incorporated into the design documents with a brief explanation indicating how comments are addressed.

Deliverables: Electronic files (PDF) of the design plans and technical specifications for 60% milestone submittal.

TASK 3: CONSTRUCTION DOCUMENT

Task 3.01 90% and Final Design: Stantec will provide City staff with a design submittal package of the drawings and specifications at 90 percent complete including an estimate of the probable construction costs. After receiving City review comments on the 90 percent submittal package, Stantec will incorporate these comments and prepare a 100 percent complete submittal package for City approval.

Deliverables: Electronic files (PDF) of the design plans and technical specifications for 90% and 100% milestone submittals (final design will be stamped and signed by Professional Engineers licensed in the state of California).

TASK 4: BIDDING SERVICES

Task 4.01 Pre-Bid Conference: Stantec will conduct a pre-bid conference with the general contractors, subcontractors, and other interested parties to explain the requirements for bidding the WWTF Improvements Project and the construction constraints and schedule milestones. Stantec will participate in mandatory site visit and walk-through at the WWTF for all pre-bid conference attendees.

Task 4.02 Respond to RFIs and Prepare Addenda: We will receive and respond to questions from the general contractors, subcontractors and suppliers during the bid period. We will keep a written log of questions and distribute responses to all plan holders and the City during the bid period. Stantec will prepare and distribute up to two addenda to address RFIs that require clarification of the Bid Documents.

Task 4.03 Bid Evaluation: Stantec will assist the City in reviewing the bids, qualification statements, and associated forms. We will prepare a letter summarizing the bid review and providing a General Contractor selection recommendation.

Deliverables: Electronic files (PDF) of the RFI responses, addenda, and bid evaluation.

TASK 5: CONSTRUCTION SERVICES

Task 5.01 Conformed Drawings: Stantec will prepare and distribute conformed drawings and specifications to incorporate changes made to the documents through addenda issued during bidding. The conformed documents are intended to provide clear consolidation of the project requirements for use by the construction management (CM) team and the general contractor

Deliverables: Provide a PDF file of the conformed set for City or Contractor reproduction.

Task 5.02 Attend Pre-Construction Meeting and Site Visits: The Stantec Design Engineer will attend the pre-construction meeting and the Contractor selected for the project.

During construction, Stantec design engineering staff will attend on-site meetings held periodically with the City staff, Construction Manager, and the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. We have assumed attendance at five onsite meetings, for site observations, and the remaining progress meetings (ten meetings) will be attended virtually. During the final stages of construction, the Design Engineers will help the City in preparation of punch list items.

Task 5.03 Review Contractor Submittals: Upon receipt from the CM Team, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the Construction Manager for processing and distribution. Submittals will be reviewed and returned to the Construction Manager within 30 calendar days, unless an earlier reply is requested on selected submittals.

Deliverables: Review and provide written electronic responses (PDF) for up to 20 submittals and 5 resubmittals.

Task 5.04 Respond to Contractor RFIs and Clarifications Stantec design staff will respond in writing and in a timely manner to requests for information (RFI's) from the Contractor. RFI's will be reviewed and returned to the Construction Manager. Stantec shall respond to RFI's in writing within 14 calendar days, unless an earlier reply is requested on selected RFI's.

Deliverables: Respond in writing electronically to an up to 20 RFIs.

Task 5.05 Assist in Review of Change Orders: Stantec will assist with the technical review, drawings and specifications for change orders prepared by the Construction Manager. It is assumed the Construction Manager will be responsible for preparing the change order document and negotiating the change order cost with the Contractor.

Deliverables: Respond in writing electronically to an estimated three (3) change orders.

Task 5.06 Prepare Record Drawings Stantec will prepare as-built record drawings based on the markups from the Contractor and Construction Manager. It is expected that the City's Construction Manager will verify that the as-built markups prepared by the Contractor are accurate and correct.

Deliverables: PDF and AutoCAD files of as-built record drawings will be delivered to the City.

3. Proposed Work Schedule

The proposed project schedule includes time dedicated to meetings, internal and City QA/QC, progress submittals, bidding and construction support. The following schedule presents the WWTF Improvements Project milestones, based on an assumed Notice to Proceed in January 2024:

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- Bidding Services: September to November 2024
- Construction Services: 18-months (12/24 to 7/26)
- Punch List: July 2026
- Record Drawings: September 2026

4. Responsible Engineer

Beth Cohen will be responsible for the project and is duly licensed in the State of California (license number C-70184, as evident by the following information provided by the BPELSG website).



COHEN, BETH

LICENSE NUMBER: 70184 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR EXPIRATION DATE: SEPTEMBER 30, 2024

SECONDARY STATUS: N/A

CITY: LOOMIS STATE: CALIFORNIA COUNTY: PLACER ZIP: 95650

5. Key Personnel Resumes

Key personnel resumes are included in Part D of this proposal.



PROPOSAL FOR MADERA WWTF IMPROVEMENTS DESIGN ENGINEERING

PROJECT 202324-19 | DECEMBER 12, 2023



Stantec Consulting Services Inc.
2250 Douglas Blvd, Roseville, CA 95661

December 12, 2023

Attention: Jennifer Stickman
Procurement Services Manager
City of Madera Finance Department
205 W. 4th Street
Madera, CA 93637

Reference: Madera WWTF Improvements Design Engineering Proposal

Dear Ms. Stickman,

Our fee estimate includes an estimate of labor hours to conduct and complete each task in the scope of services of our Proposal in conformance with the RFP. The fee estimate is broken out for each team member and subconsultant in a matrix format (work breakdown structure) showing hours and charge rates per team member. Also included is our Standard Billing Rates for 2024 showing hourly rates by skill classification.

Should you have any questions, please call me at (916) 826-3665. I am authorized to negotiate and approve any requested changes to or scope and fee estimate.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read 'Beth Cohen', written over a horizontal line.

Beth Cohen PE
Principal Engineer
Phone: 916-541-2384
beth.cohen@stantec.com

A handwritten signature in blue ink, appearing to read 'Steven T. Beck', written over a horizontal line.

Steven Beck PE
Sr. Principal Engineer
Phone: 916-826-3665
steven.beck@stantec.com

Precedence-Change	Precedence & Precedence Change	OLC	Low EOL Precedence	EOL Precedence	EOL Precedence	Precedence-Change	Precedence-Change
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Project Overview									
Task Code		Task Name		Start Date		End Date		Name	
1		Project Management and Technical Design		2024-01-01		2024-03-31		Project Manager (PM) & Technical Lead (TL)	
1.01	PM & TL	2024-01-01	2024-01-31	8:00	40:00	2024-01-31	2024-01-31	8:00	40:00
1.02	Marketing and Sales Strategy	2024-01-01	2024-01-31	10:00	50:00	2024-01-31	2024-01-31	10:00	50:00
1.03	Marketing and Sales Strategy	2024-01-01	2024-01-31	10:00	50:00	2024-01-31	2024-01-31	10:00	50:00
2		Design Development		2024-04-01		2024-06-30		Design Lead (DL) & Design Team (DT)	
2.01	60% Design	2024-04-01	2024-05-31	8:00	40:00	2024-05-31	2024-05-31	8:00	40:00
3		Construction Management		2024-07-01		2024-09-30		Construction Manager (CM) & Construction Team (CT)	
3.01	80% and Final Design	2024-07-01	2024-07-31	8:00	40:00	2024-07-31	2024-07-31	8:00	40:00
4		Bidding Services		2024-10-01		2024-11-30		Bidding Manager (BM) & Bidding Team (BT)	
4.01	Bidding Services	2024-10-01	2024-10-31	8:00	40:00	2024-10-31	2024-10-31	8:00	40:00
4.02	Bidding Services	2024-10-01	2024-10-31	8:00	40:00	2024-10-31	2024-10-31	8:00	40:00
4.03	Bidding Services	2024-10-01	2024-10-31	8:00	40:00	2024-10-31	2024-10-31	8:00	40:00
5		Construction Services		2024-12-01		2024-03-31		Construction Manager (CM) & Construction Team (CT)	
5.01	Construction Services	2024-12-01	2024-12-31	8:00	40:00	2024-12-31	2024-12-31	8:00	40:00
5.02	Construction Services	2024-12-01	2024-12-31	8:00	40:00	2024-12-31	2024-12-31	8:00	40:00
5.03	Construction Services	2024-12-01	2024-12-31	8:00	40:00	2024-12-31	2024-12-31	8:00	40:00
5.04	Construction Services	2024-12-01	2024-12-31	8:00	40:00	2024-12-31	2024-12-31	8:00	40:00
5.05	Construction Services	2024-12-01	2024-12-31	8:00	40:00	2024-12-31	2024-12-31	8:00	40:00
Project Summary									
Task Code		Task Name		Start Date		End Date		Name	
1		Project Management and Technical Design		2024-01-01		2024-03-31		Project Manager (PM) & Technical Lead (TL)	
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Total		Total		Total		Total		Total	
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5		Construction Services		2024-12-01		2024-03-31		Construction Manager (CM) & Construction Team (CT)	
Total		Total		Total		Total		Total	

SCHEDULE OF BILLING RATES – 2024 (USD)

Billing Level	Hourly Rate	Description
3	\$128	Junior Level position ☐ Independently carries out assignments of limited scope using standard procedures, methods and techniques ☐ Assists senior staff in carrying out more advanced procedures ☐ Completed work is reviewed for feasibility and soundness of judgment ☐ Graduate from an appropriate post-secondary program or equivalent ☐ Generally, one to three years' experience
4	\$135	
5	\$152	
6	\$158	Fully Qualified Professional Position ☐ Carries out assignments requiring general familiarity within a broad field of the respective profession ☐ Makes decisions by using a combination of standard methods and techniques ☐ Actively participates in planning to ensure the achievement of objectives ☐ Works independently to interpret information and resolve difficulties ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, three to six years' experience
7	\$172	
8	\$179	
9	\$187	First Level Supervisor or first complete Level of Specialization ☐ Provides applied professional knowledge and initiative in planning and coordinating work programs ☐ Adapts established guidelines as necessary to address unusual issues ☐ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, five to nine years' experience
10	\$196	
11	\$210	
12	\$222	Highly Specialized Technical Professional or Supervisor of groups of professionals ☐ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ☐ Participates in short and long range planning to ensure the achievement of objectives ☐ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ☐ Reviews and evaluates technical work ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, ten to fifteen years' experience with extensive, broad experience
13	\$231	
14	\$250	
15	\$263	Senior Level Consultant or Management ☐ Recognized as an authority in a specific field with qualifications of significant value ☐ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ☐ Independently conceives programs and problems for investigation ☐ Participates in discussions to ensure the achievement of program and/or project objectives ☐ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, more than twelve years' experience with extensive experience
16	\$280	
17	\$289	
18	\$290	Senior Level Management under review by Vice President or higher ☐ Recognized as an authority in a specific field with qualifications of significant value ☐ Responsible for long range planning within a specific area of practice or region ☐ Makes decisions which are far reaching and limited only by objectives and policies of the organization ☐ Plans/approves projects requiring significant human resources or capital investment ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, fifteen years' experience with extensive professional and management experience
19	\$300	
20	\$311	
21	\$330	

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors 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

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 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 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. 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. Consultant 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.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant 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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Firms.

Notice of Cancellation

Consultant 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

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

Additional Insurance

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

Task 5.02 Attend Pre-Construction Meeting and Site Visits: The Stantec Design Engineer will attend the pre-construction meeting and the Contractor selected for the project.

During construction, Stantec design engineering staff will attend on-site meetings held periodically with the City staff, Construction Manager, and the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. We have assumed attendance at five onsite meetings, for site observations, and the remaining progress meetings (ten meetings) will be attended virtually. During the final stages of construction, the Design Engineers will help the City in preparation of punch list items.

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COHEN, BETH

LICENSE NUMBER: 70184 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR ⓘ EXPIRATION DATE: SEPTEMBER 30, 2024
SECONDARY STATUS: N/A
CITY: LOOMIS STATE: CALIFORNIA COUNTY: PLACER ZIP: 95650

5. Key Personnel Resumes

Key personnel resumes are included in Part D of this proposal.

EXHIBIT E
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

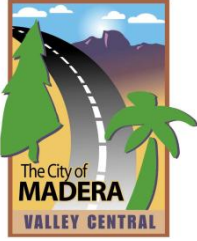
Signature

(name)

(address)

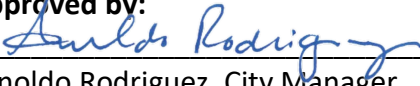
(city state zip)

☐ Additional page(s) attached.



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: November 19, 2025

Agenda Number: D-3

SUBJECT:

Airport Advisory Commission (AAC) Rules of Procedure

RECOMMENDATION:

Adopt a resolution approving revised Airport Advisory Commission (AAC) Rules of Procedure

SUMMARY:

During the November 5, 2025, City Council meeting, the Council directed staff to update the Airport Advisory Commission (AAC) Rules of Procedure regarding the composition of the Commission. Currently, one of the challenges has been establishing meeting quorums and identifying community members interested in serving. The goal of the updated Rules of Procedure is to allow non-City residents, within defined parameters, to serve at the will of the Council while maintaining strong ties to the airport and aviation community.

DISCUSSION:

Composition & Appointments

The Airport Advisory Commission (AAC) is comprised of seven members who serve in an advisory capacity to Council on matters related to the operation, maintenance, and development of the Municipal Airport. Commission members are appointed pursuant to Section 2-3.101 of the Municipal Code, which was adopted by the City Council on March 2, 2022. This action formally established the structure, membership, and purpose of the Commission.

Airport Land Use Commission

In addition to the City's Airport Advisory Commission (AAC), which advises the Council on matters directly related to airport operations, maintenance, and development, land use issues surrounding the airport are reviewed by the Airport Land Use Commission (ALUC). The ALUC is a county-administered body responsible for ensuring that proposed land uses within the Airport Influence Area are compatible with airport operations and consistent with the adopted Airport Land Use Compatibility Plan. The ALUC's primary role is to prevent potential conflicts between

airport activities and surrounding land uses to promote public safety and preserve the long-term viability of the airport.

Rules of Procedures

In an effort to improve meeting attendance and ensure adequate representation, the City Council directed staff to update the AAC Rules of Procedure to broaden eligibility for appointment. One of the challenges has been identifying individuals with aeronautical experience or familiarity with airport operations who are also City residents.

To address this issue, the Council directed staff to revise the Rules of Procedure to allow the appointment of non-City residents under specific conditions, as permitted by Section 2-3.101 of the Municipal Code. The proposed revisions authorize the City Council to appoint non-City residents subject to the following:

1. Airport Lessee: The appointee is a lessee at the Municipal Airport and is in good standing with all lease obligations.
2. Employee of Airport Lessee: The appointee is a full-time employee of a lessee at the airport, provided the lessee is in good standing.
3. Licensed or Retired Pilot: The appointee is a licensed or retired pilot residing within Madera County.
4. Federal Aviation Employee: The appointee is an active or retired Federal Aviation Administration (FAA) employee residing within Madera County.
5. Armed Forces: The appointee is an active or retired member of the United States armed forces with associated experience with aviation operations residing within Madera County.

In addition, the revised guidelines clarify that:

- The AAC shall establish its meeting dates and times.
- Specify that members shall be deemed to have automatically resigned after three consecutive absences.
- Notes that the Chair may not serve for more than two consecutive years.
- Further defines the role of the AAC by excluding recommendations on land use matters, as those responsibilities fall under the jurisdiction of the Airport Land Use Commission (ALUC).

FINANCIAL IMPACT:

There is no financial impact associated with the rules of procedure revisions. Furthermore, members of the AAC serve on a voluntary basis and do not receive any form of compensation for

their service.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Revised Rules of Procedure (clean)
 - b. Exhibit B: Revised Rules of Procedure (track changes)
2. Report to the City Council dated June 15, 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA APPROVING
RULES OF PROCEDURE REVISIONS TO AIRPORT ADVISORY COMMISSION (AAC)
RULES OF PROCEDURE**

WHEREAS, the City Council has made rules of procedure recommendations regarding membership, term of office, officers, and meetings; and

WHEREAS, these changes need to be made in order to stay in compliance with the Madera Municipal Code for commissions; and

WHEREAS, these revisions are being implemented to establish meeting dates, institute dates for officer elections, and to add language specifying who may serve on the AAC; and

WHEREAS, Exhibit A is draft rules of procedures and Exhibit B is a draft including track changes.

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 approves the AAC rules of procedure revisions per Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * *

City of Madera
Airport Advisory Commission (AAC)
Rules of Procedure

1. Appointment:

- A. The Airport Advisory Commission (AAC) of the City shall consist of seven (7) members who shall be appointed in accordance with Section 2-3.101 of the Municipal Code.
- B. The City Council may appoint non-City residents pursuant to Section 2-3.101 of the Municipal Code, subject to the following qualifications:
 - a. Airport Lessee: The appointee is a lessee at the Municipal Airport and is in good standing with all lease obligations.
 - b. Employee of Airport Lessee: The appointee is a full-time employee of a lessee at the airport, provided the lessee is in good standing.
 - c. Licensed or Retired Pilot: The appointee is a licensed or retired pilot residing within Madera County.
 - d. Federal Aviation Employee: The appointee is an active or retired Federal Aviation Administration (FAA) employee residing within Madera County.
 - e. Armed Forces: The appointee is an active or retired member of the United States armed forces with associated experience with aviation operations residing within Madera County.

2. Term of Office: The term of each AAC member shall be in accordance with Section 2-3.101 of the Municipal Code.

3. Officers:

- a. Elections shall to be held the first regular meeting of the calendar year. By a majority vote of a quorum present, the following officers will be elected to serve a one-year term: Chair and Vice Chair.
- b. No member may serve as Chair for more than two consecutive years

4. Meetings:

- A. Date and Time: Meetings of the Commission shall be held quarterly at a date and time as determined by a vote of the AAC.
- B. Location: Madera Municipal Airport Lobby, 4020 Aviation Drive
- C. Special meetings may be called by:

- a. The Chair, subject to staff's availability
 - b. City staff
- 5. **Attendance Requirements:** Failure to attend three consecutive regular, as opposed to special meetings, shall be considered as automatic resignation
- 6. **Compensation:** Members shall serve without compensation
- 7. **Duties and Responsibilities:** It is the intention of the City Council that the Commission will serve in an advisory capacity to the City Council and staff on matters involving the Municipal Airport. These duties shall include the following:
 - A. Budget - Review annually the airport financial status pertaining both to general operations and capital projects and recommend an annual budget for operational and capital improvement purposes.
 - B. Operations – Discuss and provide staff feedback on operational issues that may arise at the airport.
 - C. Master Planning - Review the status of the Airport Masterplan and propose periodic revisions thereto, reflective of capital expansion projects; review and recommend on special permits and proposals, as required, that deviate from the airport development plan.
 - D. Review and provide feedback on rate studies relative to the airport.
 - E. Reports - At least once each year report activities to the City Council
 - F. Other - Perform other related duties as directed by the City Council.

Proposed language is underlined. Language to be deleted has a ~~strike through~~.

City of Madera

Airport Advisory Commission (AAC)

Rules of Procedure

1. Appointment.

- A. The Airport Advisory Commission (AAC) of the City of ~~Madera~~ shall consist of seven (7) members who shall be appointed in accordance with Section 2-3.101 of the ~~Madera Municipal Code. A copy of that Code section is attached and incorporated by reference as Attachment A.~~
- B. The City Council may appoint non-City residents pursuant to Section 2-3.101 of the Municipal Code, subject to the following qualifications:
 - a. Airport Lessee: The appointee is a lessee at the Municipal Airport and is in good standing with all lease obligations.
 - b. Employee of Airport Lessee: The appointee is a full-time employee of a lessee at the airport, provided the lessee is in good standing.
 - c. Licensed or Retired Pilot: The appointee is a licensed or retired pilot residing within Madera County.
 - d. Federal Aviation Employee: The appointee is an active or retired Federal Aviation Administration (FAA) employee residing within Madera County.
 - e. Armed Forces: The appointee is an active or retired member of the United States armed forces with associated experience with aviation operations residing within Madera County.

2. Term of Office:

The term of each AAC member shall be in accordance with Section 2-3.101 of the ~~Madera Municipal Code. See Exhibit A.~~

3. Officers:

- a. Elections shall to be held the first regular meeting of the calendar year. By a majority vote of a quorum present, the following officers will be elected to serve a one-year term: Chair and Vice Chair.

b. No member may serve as Chair for more than two consecutive years

4. Meetings:

- A. Date and Time: Meetings of the Commission shall be held quarterly at a date and time as determined by a vote of the AAC. ~~to be held the second Tuesday of each quarter per calendar year, with the meeting to be held at the~~
- B. Location: Madera Municipal Airport Lobby, 4020 Aviation Drive, ~~Madera, CA 93637, starting at 10:00 a.m.~~
- C. Special meetings may be called ~~at the option of by:~~
 - a. The Chair, subject to staff's availability
 - b. ~~or upon majority decision of the Commission membership in accordance with requirements of the Brown Act.~~
 - c. City staff

5. Attendance Requirements:

- A. ~~Attendance is required and f~~ Failure to attend three consecutive regular, as opposed to special meetings, shall be considered as automatic resignation; ~~a significant pattern of absences may also be considered grounds for removal from the Commission.~~
- B. ~~Members may be excused by the Chairman for authorized absences.~~
- C. ~~Removal and replacement of Commission members shall be by City Council action.~~

6. Compensation:

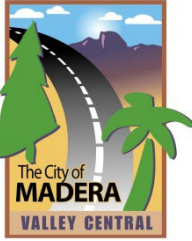
~~All m~~ Members of the commission will shall serve without compensation.; ~~however, payment for any actual and necessary expenses incurred in the conduct of pertinent business may be authorized by the City Council upon proper application therefor.~~

7. Duties and Responsibilities:

It is the intention of the City Council that the Commission will serve in an advisory capacity ~~only~~ to the City Council and staff on matters involving the ~~Madera~~ Municipal Airport. These duties shall include the following:

- A. Budget - Review annually the airport financial status pertaining both to general operations and capital projects and recommend an annual budget for operational and capital improvement purposes, ~~including methods of financing and lease arrangements.~~

- B. Operations – Discuss and provide staff feedback on operational issues that may arise at the airport. ~~Compile analytical data and comparative information involving the establishment or modification of airport fees, rates, charges, or fuel prices, ascertain the type of service to be rendered and keep abreast of developments in the aviation industry on all pertinent matters concerning airports, airport law, and aviation generally, and based upon the foregoing, review and recommend formal adoption of airport policies and operation procedures.~~
- C. Master Planning - Review the status of the Airport Masterplan and propose periodic revisions thereto, reflective of capital expansion projects, ~~possible financing methods, and to federal and state regulations;~~ review and recommend on special permits and proposals, as required, that deviate from the airport development plan.
- D. ~~Land Use – Review and recommend action regarding land use surrounding the airport, as it effects aviation, both directly and indirectly.~~ Review and provide feedback on rate studies relative to the airport.
- E. Reports - At least once each year report activities to the City Council ~~and make information available to other Commissions and Officials of the City, as required.~~
- F. Other - Perform other related duties as directed by the City Council.



REPORT TO CITY COUNCIL

Approved by:

Dan Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 15, 2022

Agenda Number: B-8

SUBJECT:

Revisions to Airport Advisory Commission (AAC) Rules of Procedure

RECOMMENDATION:

Adopt a resolution approving revised Airport Advisory Commission (AAC) Rules of Procedure

SUMMARY:

During the October 22, 2021, AAC meeting, Commissioners requested a review of the rules of procedure. One of the main concerns that spurred this review was due to issues amongst the group not being able to consistently establish a quorum during the quarterly AAC meetings.

Moreover, during the January 22, 2022 AAC meeting, the Commissioners and City staff made rules of procedure recommendations regarding the membership selection process, term of office, officers, and meetings that were also in compliance with the Madera Municipal Code for commissions.

DISCUSSION:

Upon review of the rules of procedure by the AAC, the following recommendations were made in Table 1:

<i>Table 1: Rules of Procedure recommendations</i>	
<i>Section</i>	<i>Recommendation</i>
Section 1. Appointment	▪ Update per Municipal Code Section 2-3.101; Mayor makes recommendations to fill all seats ▪ Council approves appointments
Section 2. Term of Office	▪ Update to reflect amended Municipal Code (The term of each AAC member shall be in accordance with Section 2-3.101 of the Madera Municipal Code)
Section 3. Officers	▪ Change terms to remove gender references. ▪ Election of officers to be held the first meeting of each calendar year.
Section 4. Meetings	▪ Change meetings from once per quarter to: ▪ Second Tuesday of the first month of the quarter ▪ Meeting location at lobby at the Municipal Airport ▪ Meeting start time of 10:00 a.m.

Therefore, these recommendations enable the AAC rules of procedure to maintain compliance the Madera Municipal Code. Furthermore, the set meeting times were in agreement with the AAC commissioners with the hopes of maintaining a consistent quorum moving forward.

FINANCIAL IMPACT:

There is no financial impact associated with the rules of procedure revisions.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

If Council chooses not to adopt these rules of procedure revisions, the AAC rules of procedure will be out of compliance with the Madera Municipal Code relating to commissions. Moreover, the AAC could continue to struggle with achieving a consistent quorum if these recommendations are not approved which will also impact the ability of the AAC to be a functioning commission.

ATTACHMENTS:

1. Resolution
2. AAC Rules of Procedure
 - a. Exhibit A – Ordinance NO. 986 C.S.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA
APPROVING RULES OF PROCEDURE REVISIONS TO AIRPORT ADVISORY
COMMISSION (AAC) RULES OF PROCEDURE**

WHEREAS, the AAC has made rules of procedure recommendations regarding membership, term of office, officers, and meetings; and

WHEREAS, these changes need to be made in order to stay in compliance with the Madera Municipal Code for commissions; and

WHEREAS, these revisions are being implemented to establish meeting dates, institute dates for officer elections, and to remove gender specific language.

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 approves the AAC rules of procedure revisions.
3. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA
AIRPORT ADVISORY COMMISSION

Rules of Procedure

1. Appointment.

The Airport Advisory Commission (AAC) of the City of Madera shall consist of seven (7) members who shall be appointed in accordance with Section 2-3.101 of the Madera Municipal Code. A copy of that Code section is attached and incorporated by reference as Attachment A.

2. Term of Office:

The term of each AAC member shall be in accordance with Section 2-3.101 of the Madera Municipal Code. See Exhibit A.

3. Officers:

Elections to be held the first regular meeting of the calendar year. By a majority vote of a quorum present, the following officers will be elected to serve a one-year term: Chair and Vice Chair.

4. Meetings:

Meetings of the Commission to be held the second Tuesday of each quarter per calendar year, with the meeting to be held at the Madera Municipal Airport Lobby, 4020 Aviation Drive, Madera, CA 93637, starting at 10:00 a.m. Special meetings may be called at the option of the Chair or upon majority decision of the Commission membership in accordance with requirements of the Brown Act.

5. Attendance Requirements:

- A. Attendance is required and failure to attend three consecutive regular as opposed to special meetings shall be considered as automatic resignation; a significant pattern of absences may also be considered grounds for removal from the Commission.
- B. Members may be excused by the Chairman for authorized absences.
- C. Removal and replacement of Commission members shall be by City Council action.

6. Compensation:

All members of the commission will serve without compensation; however, payment for any actual and necessary expenses incurred in the conduct of

pertinent business may be authorized by the City Council upon proper application therefor.

7. Duties and Responsibilities:

It is the intention of the City Council that the Commission will serve in an advisory capacity only to the City Council and staff on matters involving the Madera Municipal Airport. These duties shall include the following:

- A. Budget – Review annually the airport financial status pertaining both to general operations and capital projects and recommend an annual budget for operational and capital improvement purposes, including methods of financing and lease arrangements.
- B. Operations – Compile analytical data and comparative information involving the establishment or modification of airport fees, rates, charges, or fuel prices, ascertain the type of service to be rendered and keep abreast of developments in the aviation industry on all pertinent matters concerning airports, airport law, and aviation generally, and based upon the foregoing, review and recommend formal adoption of airport policies and operation procedures.
- C. Master Planning – Review the status of the Airport Masterplan and propose periodic revisions thereto, reflective of capital expansion projects, possible financing methods, and to federal and state regulations; review and recommend on special permits and proposals, as required, that deviate from the airport development plan.
- D. Land Use – Review and recommend action regarding land use surrounding the airport, as it effects aviation, both directly and indirectly.
- E. Reports – At least once each year report activities to the City Council and make information available to other Commissions and Officials of the City, as required.
- F. Other – Perform other related duties as directed by the City Council.

Exhibit A

ORDINANCE NO. 986 C.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING SECTION § 2-3.101 OF TITLE II, CHAPTER 3 OF
THE MADERA MUNICIPAL CODE RELATING TO APPOINTMENTS AND
TERMS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS**

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

SECTION 1. Section 2-3.101 of the Madera Municipal Code is amended to read as follows:

§2-3.101

Unless otherwise specifically provided by statute or a joint powers agreement, the members of all city boards, committees, and commissions shall be appointed and serve as provided herein notwithstanding any other provision of this code, City resolution, or City minute order.

(A) Appointment.

(1) The Mayor is authorized to make appointments to City boards, committees, and commissions subject to approval by the City Council.

(2) For new boards, committees, and commissions comprised of seven members, the Mayor will seek nominations for appointments from each Council Member and the Mayor may make a direct appointment for the at-large seat for consideration by the Council.

(3) For existing boards, committees, and commissions comprised of seven members and as vacancies occur, the Mayor will seek a nomination to fill the vacancy from the Council Member for the Council District who originally nominated the person. The Mayor may also make one direct appointment for the seventh seat for consideration by the City Council.

(4) For boards, committees, and commissions comprised of less or more than seven members and as vacancies occur, a numerical rotation system based on district numbers will be utilized and the Mayor will seek a nomination to fill such vacancy from a Council Member who has not yet made or waived their opportunity to nominate a person to serve on the particular board, committee, or commission. In other words, if the last nomination was from the Council Member for District 3, the Mayor will seek a nomination from the Council Member for District 4.

(5) The Mayor is not required to appoint persons nominated by Council Members.

(6) The Mayor will submit appointees to the City Council for consideration.

(7) The City Council is authorized to approve or reject any appointment made by the Mayor.

(8) Council approval of any appointment shall be made by resolution adopted by four votes of the City Council. The appointment shall be for the remainder of an unexpired term or for a new term.

(9) Upon the City Council's determination not to approve a Mayor's appointee, the Mayor shall proceed to seek another nominee, make another appointment, and submit the appointee to the City Council for consideration and approval as set forth in this section.

(B) Term.

Each board, committee, or commission member appointed as set forth in Section (A) above shall serve a term of four years unless a different term is otherwise provided by law, or until the Council member who nominated such board, committee or commission member is no longer serving as a Council member, whichever period is less. Each appointed member shall serve until his or her successor is appointed and qualified.

SECTION 2. 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 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. PUBLICATION. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

The foregoing Ordinance No. 986 C.S. was introduced and given its first reading at a regular meeting of the City Council of the City of Madera held on the 16th day of February 2022 and adopted after a second reading at a regular meeting of the City Council held on 2nd day of March 2022 by the following vote:

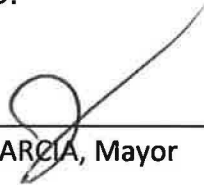
AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia, and Villegas.

NOES: None.

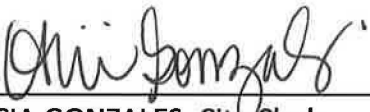
ABSTENTIONS: None.

ABSENT: None.

APPROVED:


SANTOS GARCIA, Mayor

ATTEST:


ALICIA GONZALES, City Clerk

