REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, November 20, 2024 **Council Chambers**
6:00 p.m. **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: 825 7119 6760 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing Madera Cleaners and Laundry for Small Business Saturday**
2. **Proclamation Recognizing Plaza Flower Shop for Small Business Saturday**
3. **Proclamation Recognizing The Vineyard Restaurant for Small Business Saturday**
4. **Proclamation Recognizing Taco Express for Small Business Saturday**
5. **Proclamation Recognizing Casa de Tacos Neza for Small Business Saturday**
6. **Recognition of Ismael Hernandez, Public Works Director**

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 Reallocation of Community Development Block Grant (CDBG) program funds from program years 2020 - 2023 in the amount of $225,936.54

Recommendation: Adopt a Minute Order Initiating the Reallocation process, which proposes to:

1. Approve the reallocation of $65,172.23 to the 2023/24 Frank Bergon Senior Center Improvement Project; and
2. Approve the reallocation of $160,764.31 to the 2023/24 Clinton Street Sewer and Water Improvement Project; and
3. Approve the amendment of the 2023/24 CDBG Annual Action Plan to increase the allocations for the Frank Bergon Senior Center Improvement Project and the Clinton Street Sewer and Water Improvement Project; and
4. Set a public Hearing for January 15, 2025 (Report by Michael Lima)

B. CONSENT CALENDAR:

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

B-1 Minutes – October 30, 2024

Recommendation: Approve the City Council Minutes of October 30, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for October 19, 2024 to November 8, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Madera County Department of Behavioral Health Services Fee Waiver Request for the Annual Staff Appreciation and End of the Year Celebration

Recommendation: Adopt a Resolution waiving the rental fees of the Pan American Center on Friday, December 6, 2024, related to an Annual Staff Appreciation and End of the Year Celebration hosted by the Madera County Department of

Behavioral Health Services Staff Activities Committee, at an anticipated fee rental of $910.00 (Report by Joseph Hebert)

B-5 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 25, 2025, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated fee rental of $565.00 (Report by Joseph Hebert)

B-6 Madera Omega LEO Club Fee Waiver Request for Exhibition Game at the John Wells Youth Center

Recommendation: Adopt a Resolution waiving the rental fees of the John Wells Youth Center on Saturday, November 23, 2024, related to a Basketball Exhibition Game, between the Madera Omega LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers at an anticipated fee rental of $425 (Report by Joseph Hebert)

B-7 Improvement Agreement Amendment No. 3 for the Iveywood I Subdivision (Tract No. 19 S-03) Allowing Reimbursement of Expenses Incurred to Date

Recommendation: Adopt a Resolution Approving Amendment No. 3 to the Improvement Agreement Authorizing Reimbursement of Expenses Incurred to Date (Report by Keith Helmuth)

B-8 Consultant Services Agreement with Madera Unified School District for Fiscal Year 2024/2025 Winter Camp

Recommendation:
1. Adopt a Resolution approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Fiscal Year (FY) 2024/2025 Winter Enrichment STEAM Camp not to exceed $27,552.50; and
2. Adopt a Resolution Amending the City's FY 2024/25 Operating Budget approving related revenue and expenditure line items related to the execution of the MUSD FY 2024/2025 Winter Enrichment STEAM Camp (Report by Joseph Hebert)

B-9 Request by Steven King for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 16250 N Lake Street (APN 038-090-034) (Report by Keith Helmuth)

B-10 Purchase of Video Wall Display for Police Department Communications Center

Recommendation: Adopt Resolutions:
1. Approving the purchase of Samsung monitors for Police Department communications center video wall display from Zones LLC for $7,013.15; and
2. Approving a Budget Amendment to the Fiscal Year 2024/25 Operating Budget to appropriate Supplemental Law Enforcement fund balance funds for the purchase of Samsung monitors (Report by Giachino Chiaramonte)

B-11 Electric Vehicle Training and Grant Application

Recommendation: Adopt a Resolution approving training with the Kingsburg Truck Center for Electrical Vehicle Maintenance Training and submittal of an application to the San Joaquin Valley Air Pollution Control District for reimbursement of this training through the Remove II Program (Report by Michael Lima)

B-12 Accepting Donation of $4,000 from Force of Nature Activist Union for the Fire Department

Recommendation: Adopt a Resolution accepting $4,000 from Force of Nature Activist Union and deposit of said monies into the Fire Department Fiscal Year 2024/25 Budget (Report by Justin Macomb)

C. WORKSHOP: None

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

D-1 Law Enforcement Services Agreement with the Madera Unified School District

Recommendation: Adopt a Resolution approving a Law Enforcement Services Agreement between the Madera Unified School District and the City (Report by Giachino Chiaramonte)

D-2 Piggyback purchase agreement for Police Department Mobile Command Post

Recommendation: Adopt a Resolution approving Houston-Galveston Area Council (H-GAC) piggyback agreement AM10-23 for the purchase of a Mobile Command Post from Braun Northwest, Inc. for $580,595.84 (Report by Giachino Chiaramonte)

D-3 Agreement with California Conservation Corps for Fresno River Clean-up Assistance

Recommendation: Adopt a Resolution Approving an Agreement with California Conservation Corps for the Fresno River Clean-up Assistance (Report by Joseph Hebert)

D-4 Contract Award for Lake & Sherwood Traffic Signal City Project No. TS-35

Recommendation: Adopt a Resolution approving the contract award for the Lake and Sherwood Traffic Signal, City Project No. TS-35 in the amount of $664,690.40 to C3 Electric, Inc. (Report by Keith Helmuth)

D-5 Fifth Amendment to the City Clerk At-Will Employment Agreement

Recommendation: This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Fifth Amendment to the City Clerk At-Will Employment Agreement (Report by Wendy Silva)

E. ADMINISTRATIVE REPORTS:

E-1 Mid Valley Disposal Annual Update

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

E-2 Informational Report on Downtown Holiday Decorations

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

E-3 Parks & Community Services Department Fiscal Year 2024/25 Quarter 1 Recap

Recommendation: This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 1 Recap (Report by Joseph Hebert)

E-4 Informational Report on Potential Splash Pad Project at Lions Town & Country Park

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

E-5 Code Enforcement Staffing Update

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

E-6 Informational Report on the Madera Metro Transit System

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

F. FUTURE AGENDA ITEMS:

This portion of the meeting is reserved (i) to initiate new matters and to request updates, and (ii) and to initiate new agenda items. No single item may exceed one minute. All votes shall be conducted electronically, with the results announced by the Chair. If voting is not available by electronic methods, another method may be used by the Chair unless otherwise determined by a majority of the Councilmembers present. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action

G. COUNCILMEMBER COMMUNICATIONS (REPORTS/ANNOUNCEMENTS):

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, and (ii) to make announcements.

H. CLOSED SESSION: None

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

Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva

Employee Organizations: Mid Management Employee Group and Law Enforcement Mid Management Employee Group

Unrepresented Employee: Planning Manager

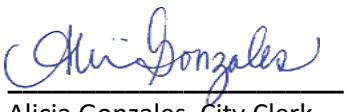
UPCOMING MEETING DATES:

- Wednesday, December 4, 2024
- Wednesday, December 18, 2024

ADJOURNMENT:

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

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 20, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 8:30 p.m. on November 14, 2024.



Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: A-1

SUBJECT:

Reallocation of Community Development Block Grant (CDBG) program funds from program years 2020 - 2023 in the amount of $225,936.54

RECOMMENDATION:

Adopt a Minute Order initiating the Reallocation process, which proposes to:

1. Approve the reallocation of $65,172.23 to the 2023/24 Frank Bergon Senior Center Improvement Project
2. Approve the reallocation of $160,764.31 to the 2023/24 Clinton Street Sewer and Water Improvement Project
3. Approve the amendment of the 2023/24 CDBG Annual Action Plan to increase the allocations for the Frank Bergon Senior Center Improvement Project and the Clinton Street Sewer and Water Improvement Project
4. Set a public hearing for January 15, 2025.

SUMMARY:

As part of the ongoing management and monitoring of the City's CDBG awards, staff calculated that the City has $225,936.54 of previously awarded CDBG funds unspent. These funds come from Program Years 2020 through 2023. The City's Program Year (PY) 2023 Annual Action Plan (AAP) includes $617,500 for the Clinton Street Sewer and Water Improvement Project and $148,386 for the Frank Bergon Senior Center Improvement Project. City staff managing these projects anticipate project costs will exceed the original CDBG allocations. CDBG guidelines allow for the reallocation of previously allocated CDBG proceeds, provided the recipient agency follows requirements of the Citizen Participation Plan (CPP), which includes issuing a public notice, holding a public hearing about the proposed change, and providing the public 30 days to review and comment on the proposed funding change. Staff is recommending that Council initiate the

reallocation process for the purpose of moving unspent/unobligated CDBG funds to both the Clinton Sewer and Water project and the Frank Bergon Senior Center Improvement project.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation with the submission of an AAP. The AAP, in part, describes the projects approved for funding with the current year's allocation. As funds are expended and projects are completed, there are instances where some of the awarded funding is not entirely used. Reasons for this under-expenditure include actual prices for programs coming in under initial estimates, and a project not being completed due to unforeseen circumstances. If the initially funded project cannot use all the CDBG funds they were awarded, the funds become unobligated and may be moved to another CDBG eligible project.

Staff reviewed previous CDBG grant awards and determined there are unobligated grant balances eligible for repurposing. Table 1 provides detail related to unexpended CDBG grant award balances.

Table 1: *Unexpended CDBG Award Balances*

Program Year (PY)	*Award Remaining*
PY 2020/21	$73,495.46
PY 2021/22	$48,759.98
PY 2022/23	$48,581.47
PY 2023/24	$55,099.63
Total	**$225,936.54**

City staff recently determined that project costs for the Clinton Street sewer and water project are projected to be higher than initially anticipated. City staff also indicated that both the initially allocated CDBG amount of $617,500 for this project and any additional CDBG funding received could be expended during PY 2024, thus helping the City meet timeliness of expenditure requirements associated with CDBG funding.

As part of the CPP, staff included the request to reallocate CDBG funding on the agenda for the Block Grant Commission (BGC) meeting held on October 9, 2024. During this meeting, City staff presented the need for additional funding for the Clinton Street sewer and water project. The BGC approved the proposal to seek Council approval for the reallocation of previously unexpended CDBG funds to this project.

After the BGC meeting, staff determined that the Frank Bergon Senior Center Improvement project is anticipated to exceed the original CDBG allocation of $148,386. The additional funding request will allow for the completion of the perimeter fence which was included in the original

scope of work for the project. City staff estimates that $65,172.23 is required to complete the project.

Part of the process to reallocate funds includes amending the AAP associated with each project. Both projects were funded in the 2023 AAP. A major amendment to the AAP requires a 30-day public review and comment period. As stated in the City's CPP:

> *"…a change in the Annual Action Plan will be considered major whenever actual costs will exceed the project's allocation by the greater of $25,000 or 15 percent."*

Staff is recommending Council approval to initiate the 30-day public review and hearing process to comply with the citizen participation process for the amendment of the 2023/24 CDBG Annual Action Plan to reallocate $225,936.54 of unobligated CDBG funds to the Clinton Street sewer and water project and the Frank Bergon Senior Center Improvement project.

FINANCIAL IMPACT:

The amendment of the City's PY 2023 AAP has no financial impact to the City's General Fund. There is no additional new CDBG funding being provided. This action involves only unspent previously allocated funds. City staff may include budget amendments for these reallocated CDBG funds at the time when the contracts for these projects are brought to Council for award. It is important to note that if the reallocation of CDBG funds is not approved, City staff may have to solicit additional funding, which will impact the City's Fiscal Year 2024/25 budget.

ALTERNATIVES:

As an alternative, Council may:

1. Decline the recommendation and direct staff to provide additional information on the reallocation of CDBG funds.
2. Initiate reallocation of the monies to some other CDBG eligible project.

ATTACHMENTS:

None

Item:	B-1
Minutes for:	10/30/2024
Adopted:	11/20/2024

Minutes of a Regular Meeting of the Madera City

October 30, 2024 **Council Chambers**
6:00 p.m. **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: 841 3065 3465 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5 (Arrived at 6:12 p.m.)
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Senior Civil Engineer Steve Bettencourt, Administrative Analyst I (Engineering) Nicole Say, (Parks) Project Manager Fernando Castillo Duran and Communication Specialist Joseph Carrello.

INVOCATION: Jim Garrison, United Methodist Church

PLEDGE OF ALLEGIANCE: Councilmember Evans

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MEJIA

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. 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.

Maurice Johnson, a member of the public stated that he attended the most recent Airport Advisory Commission and only one (1) commissioner attended. He has been informed that this commission has not had a quorum in quite some time and wanted to bring that to Council's attention, so that they are aware. He asked that Council bring in individuals that are motivated to support this commission, so that Council can help this commission be effective. He stated he is interested in being a part of the Airport Advisory Commission. Mayor Garcia asked that Mr. Johnson give his contact information to City Clerk Alicia Gonzales.

Mina Mendoza of American Friends Service Committee Pan Valley Institute invited Council to attend the Day of the Dead/Día de los Muertos event at Courthouse Park this Friday from 12 noon to 8:30 p.m.

Kate Denise, a 12-year old representing Youth of Madera and Madera Homeschool Kids requested that Council put in a splash pad at Lions Town and Country Park, so that kids can keep cool and have somewhere free to go during the summer. Miss Denise asked that a water fountain at Lions Town and Country Park be fixed as it doesn't work. She also asked that the swimming pool extend its hours. Mayor Garcia pointed her to Director of Parks and Community Services Joseph Hebert and asked that she tell him the location of the non-working water fountain.

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

A. <u>PUBLIC HEARINGS</u>:

A-1 Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 1 and Zone of Benefit 51 to the City of Madera Landscape Maintenance District (LMD) Zone for Fiscal Year 2024/25

Recommendation: Adopt Resolutions Approving Annexation of Certain Properties to Citywide Lighting and Landscaping Assessment Districts:

1. Adopt a Resolution Approving Annexation No. 2024-08 for annexation of APN 013-050-006 (Full Throttle Suspension); and APN 013-050-011 (Specialty Crop); into Zone of Benefit 1; Confirming the Diagram and Assessment for LMD Zone of Benefit 1 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and
2. Adopt a Resolution Approving Annexation No. 2024-09 for Annexation of APN 006-390-033 (In-N-Out); APN(s) 013-200-012 and 013-200-013 (California Custom Processing); APN 013-200-005 (Amon World Phase I); APN 013-200-004 (Amon World Phase II); APN 003-250-028 (Fast Track Car Wash); and APN 013-210-009 (Fresno Madera Farm Credit) into Zone of Benefit 51; Confirming the Diagram and Assessment for LMD Zone of Benefit 51 for Fiscal Year (FY) 2024/25; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

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

RES 24-161 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2024-08 FOR ANNEXATION OF APN: 013-050-006 (FULL THROTTLE SUSPENSION}, AND APN: 013-050-011 (SPECIALTY CROP) INTO ZONE OF BENEFIT 1; CONFIRMING THE

DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 1 FOR FISCAL YEAR (FY) 2024/25; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

RES 24-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2024-09 FOR ANNEXATION OF APN 006-390-033 (IN-N-OUT); APN 013-200-012 AND APN 013-200-013 (CALIFORNIA CUSTOM PROCESSING); APN 013-200-005 (AMON WORLD PHASE I) ; APN 013-200-004 (AMON WORLD PHASE 2); APN 003-250-028 (FAST TRACK CAR WASH); AND APN 013-210-009 (FRESNO MADERA FARM CREDIT) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51 FOR FISCAL VEAR (FY) 2024/25; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – October 2, 2024

Recommendation: Approve the City Council Minutes of October 2, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for September 21, 2024 to October 18, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

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

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

B-5 Resolution Supporting Proposition 4, The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

Recommendation: Staff recommends that Council review the details of Proposition 4, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, and consider adopting a resolution in support of this measure (Report by Arnoldo Rodriguez)

RES 24-163 A RESOLUTION AFFIRMING THE CITY OF MADERA'S SUPPORT FOR PROPOSITION 4: THE SAFE DRINKING WATER, WILDLIFE PREVENTION, DROUGHT PREPAREDNESS, AND CLEAN AIR BOND ACT OF 2024

B-6 Settlement of Insurance Claim for Repair of Battalion 51

Recommendation: Adopt a Minute Order Authorizing the City Manager to execute a Master Final Proof of Loss in the amount of $14,539.63 for the repair of Battalion 51 and to submit and execute any further related documents to finalize the insurance claim (Report by Wendy Silva)

B-7 2024 Downtown Christmas Light Parade Event Entries

Recommendation: Approve a Minute Order Authorizing the City Manager to execute documents necessary for any City entries in the Downtown Christmas Parade scheduled Thursday, December 5, 2024 (Report by Alicia Gonzales)

B-8 Madera Unified School District Fee Waiver Request for the Third Annual Battle of the Books Event

Recommendation: Adopt a Resolution waiving the rental fees of the John Wells Youth Center on Thursday, March 27, 2025, related to the Madera Unified School District Third Annual Battle of the Books event, at an anticipated fee rental of $3,629.92 (Report by Joseph Hebert)

RES 24-164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE JOHN WELLS YOUTH CENTER FOR MARCH 27, 2025, RELATED TO MADERA UNIFIED SCHOOL DISTRICT'S THIRD ANNUAL BATTLE OF THE BOOKS EVENT, AT AN ANTICIPATED FEE RENTAL OF $3,629.92

B-9 Piggyback Purchase Agreement Change Order for Fleet Division-Related Purchase

Recommendation: Adopt a Resolution Approving the Sourcewell piggyback agreement change order in the amount of $10,272.98 with Altec Industries for the purchase of Facilities Altec bucket truck (Report by Michael Lima)

RES 24-165 RESOLUTION APPROVING THE SOURCEWELL PIGGYBACK AGREEMENT CHANGE ORDER FOR THE PURCHASE OF AN ALTEC BUCKET TRUCK

B-10 Piggyback Purchase Agreements for Fleet Division-related Purchases

Recommendation: Adopt Resolutions Approving Piggyback Purchase Agreements as follows:

1. Adopt a Resolution Approving Sourcewell Piggyback Agreements for the Purchase of:
    a. A tractor for the Safe and Clean team from Pioneer Equipment for $104,230
    b. A tractor for the Parks Department from Pioneer Equipment for $54,773
    c. A trailer for the Streets Division from Pape Machinery for $39,162
    d. A street sweeper from Municipal Maintenance Equipment for $336,372; and
2. Adopt a Resolution Approving the State of California Piggyback Agreement for Purchase of five Ford pickup trucks from Downtown Ford of Sacramento for $227,079 (Report by Michael Lima)

RES 24-166 RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENTS FOR I) PURCHASE FROM PIONEER EQUIPMENT OF A SAFE AND CLEAN TRACTOR

IN THE AMOUNT OF $104,230, II) PURCHASE FROM PIONEER EQUIPMENT OF A PARKS TRACTOR IN THE AMOUNT OF $54,733, lll) PURCHASE FROM PAPE MACHINERY OF A TRAILER IN THE AMOUNT OF $39,162, IV) PURCHASE FROM MUNICIPAL MAINTENANCE EQUIPMENT OF A STREET SWEEPER IN THE AMOUNT OF $336,372

RES 24-167 RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENT FOR PURCHASE FROM DOWNTOWN FORD OF SACRAMENTO OF FIVE FORD PICKUP TRUCKS IN THE AMOUNT OF $227,079

B-11 Accepting Improvements for the Iveywood II Subdivision (Tract No. 21S-01)

Recommendation: Adopt a Resolution:

1. Accepting the Improvements for the Iveywood II Subdivision (Tract No. 21-S-01); and
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

RES 24-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH IVEYWOOD II SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

B-12 Reimbursement to Joseph Crown Construction Inc, a California Corporation for Improvements Associated with Iveywood I Subdivision

Recommendation: Adopt a Resolution Approving a budget amendment increase of $25,583 for the purpose of reimbursing for improvements completed in connection to the Improvement Agreement for Iveywood I Subdivision (Agreement) (Report by Keith Helmuth)

RES 24-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR REIMBURSEMENT OF SUBDIVISON IMPROVEMENTS ASSOCIATED WITH THE IVEYWOOD I SUBDIVISION

B-13 Accepting Improvements for Rancho Santa Fe Subdivision (Tract No. 19-S-06)

Recommendation: Adopt a Resolution:

1. Accept Improvements of Rancho Santa Fe Subdivision (Tract No. 19-S-06); and
2. Authorize the filing of Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

RES 24-170 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH RANCHO SANTA FE SUBDIVISION, AND AUTHORIZING THE FILING OFA NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

B-14 Pipeline Crossing Agreement with Union Pacific Railroad Company for W-43 Water Main Replacement project

Recommendation: Adopt a Resolution Approving a Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) Company and City of Madera for the Yosemite Avenue portion of the W-43 Watermain Replacement Project (Report by Keith Helmuth)

RES 24-171 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PIPELINE CROSSING AGREEMENT BETWEEN UNION PACIFIC RAILROAD (UPRR) COMPANY AND THE CITY OF MADERA FOR THE YOSEMITE AVENUE PORTION OF THE W-43 WATERMAIN REPLACEMENT PROJECT

B-15 Request by John G. Cazares and Norma Cazares for connection to the City's water system

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 27277 Ellis Street (APN 037-040-006) (Report by Keith Helmuth)

RES 24-172 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 27277 ELLIS STREET (APN 037-040-006)

C. <u>WORKSHOP</u>: None

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:</u>

D-1 Contract Award for the 2024 Water Meter Project, City Project W-32, Phase I

Recommendation: Adopt a Resolution Approving the contract for the 2024 Water Meter Project, City Project W-32, Phase I in the amount of $ 1,144,950 to West Valley Construction Company, Inc. (Report by Keith Helmuth)

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

RES 24-173 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE 2024 WATER METER PROJECT, CITY PROJECT NO. W-32, PHASE I IN THE AMOUNT OF $1,144,950.00 TO WEST VALLEY CONSTRUCTION COMPANY, INC, AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

D-2 Lease Agreement for Facilities at the Millview Community Center with Community Action Partnership of Madera County

Recommendation: Adopt a Resolution Approving the Lease Agreement for Facilities at the Millview Community Center with the Community Action Partnership of Madera County, Inc. (CAPMC) through May 31, 2027 (Report by Joseph Hebert)

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

RES 24-174 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT FOR FACILITIES AT THE

MILLVIEW COMMUNITY CENTER WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. THROUGH MAY 31, 2027

D-3 Award of Sole Source Contract for Repair and Replacement of Arson-damaged Equipment at Thaddeus Sran Playground at Centennial Park

Recommendation:
1. Adopt a Resolution Approving a sole source Construction Agreement with Dave Bang Associates, Inc., for the procurement of replacement parts, demolition, and installation of equipment damaged of $215,750.32; and
2. Adopt a Resolution authorizing a Class1 (Existing Facilities) and Class 2 (Replacement or Reconstruction) exemption under the California Environmental Quality Act, which states that projects are exempt when they involve the replacement of features with the same purpose and capacity as before, and for repair of existing facilities (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM D-3 WITH REVISED COST TOTAL OF $218,126.15 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 24-175 RESOLUTION APPROVING A SOLE SOURCE CONSTRUCTION AGREEMENT WITH DAVE BANG ASSOCIATES, INC., FOR THE PROCUREMENT OF REPLACEMENT PARTS, DEMOLITION, AND INSTALLATION OF EQUIPMENT DAMAGED BY ARSON AT THE THADDEUS SRAN PLAYGROUND FOR $218,126.15

RES 24-176 RESOLUTION APPROVING A CLASS 1 (EXISTING FACILITIES) AND CLASS 2 (REPLACEMENT OR RECONSTRUCTION) EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, WHICH STATES THAT PROJECTS ARE EXEMPT IF THEY INVOLVE REPLACEMENT OF FEATURES WITH THE SAME PURPOSE AND CAPACITY, AND FOR REPAIR OF EXISTING FACILITIES.

D-4 Contract Award for Janitorial Services to One Main Janitorial, Inc.

Recommendation: Adopt a Resolution Approving Award of Agreement with One Main Janitorial, Inc., to Provide Professional Janitorial Services for City Facilities (Report by Ismael Hernandez)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 24-177 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A CONTRACT FOR JANITORIAL SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 202324-01 TO ONE MAIN JANITORIAL, INC.

E. <u>ADMINISTRATIVE REPORTS</u>: None

F. <u>FUTURE AGENDA ITEMS</u>:

This portion of the meeting is reserved (i) to initiate new matters and to request updates, and (ii) and to initiate new agenda items.

Councilmember Rodriguez asked that a discussion about a possible splash pad at Lions Town and Country Park be added to a future agenda. Council voted unanimously to add this item to a future agenda.

Councilmember Rodriguez asked for a discussion to see if there are sufficient Code Enforcement staff to handle the Municipal Code violations. He also asked for a discussion to see if there are sufficient Public Works staff in the division that deals with fixing water leaks. All of Council except for Councilmember Villegas who didn't vote, voted to put the Code Enforcement discussion on a future agenda and to include the Public Works as an informational item on the agenda.

Councilmember Mejia asked about getting more cleanup done in downtown and bringing back an agenda item regarding decorating for Christmas with Christmas lights, etc. especially prior to the Christmas Light Parade. Council voted unanimously to add these items to a future agenda.

G. COUNCILMEMBER COMMUNICATIONS (REPORTS/ANNOUNCEMENTS):

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, and (ii) to make announcements.

Mayor Pro Tem Gallegos gave a shout out to the Police Department, Sheriff's Department and Probation Department on their participation at tonight's National Night Out event.

Councilmember Rodriguez stated that he attended the Cal LAFCO conference where they were educated on what LAFCO is all about. He congratulated Public Works Director Ismael Hernandez on his new endeavor. He wished everyone a Happy Halloween and Happy Día de los Muertos.

Councilmember Montes thanked staff for all that they do. He stated that the League of CA Cities (LOCC) sessions were very informative. He thanked Public Works Director Ismael Hernandez for serving this community and wished him the best in his future endeavors. He also wished everyone a good Halloween and Día de los Muertos.

Councilmember Evans thanked City staff and everyone who is at the event tonight. She asked that everyone be cautious of children crossing the streets during events. She stated that she went to LOCC conference, the Los Angeles NAACP conference and the California Hawaiian Conference. Councilmember Evans congratulated Public Works Director Ismael Hernandez on his new position.

Councilmember Mejia congratulated Public Works Director Ismael Hernandez on his new position and wished him well in future endeavors. She stated that the second Guelaguetza event took place on October 13th. On behalf of the Comité Guelaguetza Madera, she thanked the community and all the service clubs who assisted in making the event a success. She reminded everyone that the Día de los Muertos event is this Friday at Courthouse Park from 12 noon through 8:00 p.m.

Councilmember Villegas stated he attended many workshops during the LOCC conference. He thanked Public Works Director Ismael Hernandez for his service and bid him farewell.

Mayor Garcia stated he attended the groundbreaking ceremony for the King Hussein Elementary School, the Cesar Chavez Elementary book reading, and the vigil for Victims of

Domestic Violence at St. Joachim's Catholic Church. He congratulated Public Works Director Ismael Hernandez on his new employment and thanked him for his service.

H. **CLOSED SESSION**: None

ADJOURNMENT: Meeting was adjourned at 7:03 p.m.

_____ _____

ALICIA GONZALES, City Clerk SANTOS GARCIA, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for October 19, 2024 to November 8, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of October 19, 2024 to November 8, 2024 is summarized in the following tables. Attachment A details the warrants issued, while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	40774 – 40919	$2,581,062.79

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,564,735.42
SDI	EDD	$5,326.14
CalPERS Payment	CalPERS	$0

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
November 20, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40774	10/24/2024	FIRE	Fire	MUNICIPAL EMERGENCY SERVICES INC.	CARABINER MOUNT & THERMAL IMAGER	3,359.89
40775	10/24/2024	FLEET MAINTENANCE	Fleet Maintenance	TURF STAR, INC.	#4010 MOWER HARNESS REPAIRS	8,021.31
40776	10/24/2024	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	375.65
40776	10/24/2024	PW ADMIN	Central Admin	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	3,977.86
40776	10/24/2024	PW ADMIN	Comm & Rec Centers	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	7,667.01
40776	10/24/2024	PW ADMIN	Engineering	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	2,731.42
40776	10/24/2024	PW ADMIN	Finance	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	237.47
40776	10/24/2024	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	568.33
40776	10/24/2024	PW ADMIN	Parks	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	250.00
40776	10/24/2024	PW ADMIN	Sewer Mtnc/Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	733.72
40776	10/24/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	733.72
40776	10/24/2024	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	948.94
40776	10/24/2024	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	948.94
40776	10/24/2024	PW ADMIN	UB - Garbage	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	237.46
40776	10/24/2024	PW ADMIN	UB - Sewer	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	237.47
40776	10/24/2024	PW ADMIN	UB - Water	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	474.92
40776	10/24/2024	PW ADMIN	Water Quality Control	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	237.43
40776	10/24/2024	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	1,057.84
40776	10/24/2024	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	636.68
40776	10/24/2024	PW ADMIN	PD Operations	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 10/24	4,618.22
40777	10/24/2024	HR/RISK MGT	PD Operations	BIANCHI, BRANDON	TUITION REIMBURSEMENT	918.00
40778	10/24/2024	PARKS ADMINISTRATIC	Sports Programs	J & D MANUFACTURING	SOFTBALL PRIZES	324.70
40778	10/24/2024	PARKS ADMINISTRATIC	Sports Programs	J & D MANUFACTURING	TROPHY ENGRAVING	21.65
40779	10/24/2024	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 09/24	100,330.75
40779	10/24/2024	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 09/24	71,445.31
40780	10/24/2024	FLEET MAINTENANCE	Fleet Maintenance	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS MISC REPAIR PARTS	1,649.01
40781	10/24/2024	FINANCE	Finance	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: INTERIM FINANCE DIRECTOR	2,562.50
40782	10/24/2024	WATER QUALITY CONT	Water Quality Control	RYAN PROCESS INC	CHLORINE GENERATOR REPAIR PART	2,559.86
40783	10/24/2024	PARKS ADMINISTRATIC	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN MAINTENANCE 10/24	5,678.40
40783	10/24/2024	PARKS ADMINISTRATIC	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN MAINTENANCE 10/24	12,560.80
40783	10/24/2024	PARKS ADMINISTRATIC	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN MAINTENANCE 10/24	509.60
40784	10/24/2024	FIRE	MEAS K - FIRE	BAUER COMPRESSORS, INC	SBCA FLOW TESTING	3,175.80
40785	10/24/2024	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	7,144.75
40786	10/24/2024	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	3,750.00
40787	10/24/2024	FLEET MAINTENANCE	Fleet Maintenance	ADVANCED AUTOMOTIVE LLC	SMOG CHECK - #317	48.00
40787	10/24/2024	FLEET MAINTENANCE	Fleet Maintenance	ADVANCED AUTOMOTIVE LLC	SMOG CHECK - #383	48.00
40788	10/24/2024	GRANTS	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 24/25 - BENNET HOUSE Q1	2,128.82
40789	10/24/2024	HR/RISK MGT	HR/RISK MGT	GOVERNMENTJOBS.COM, INC.	EMPLOYEE SOFTWARE & MODULES	38,299.30
40790	10/24/2024	INFORMATION SERVIC	Computer Replacement	SECURITAS TECHNOLOGY CORPORATION	PD - SECURITY GATE	576.67
40791	10/24/2024	FLEET MAINTENANCE	Fleet Maintenance	DL BATTY, INC.	SHOP - ROLL UP DOOR REPLACEMENT	94,144.23
40792	10/24/2024	CITY ADMIN	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	42,835.58
40793	10/24/2024	BUILDING	Building	RAFAEL MAGALLAN	PER DIEM - CALBO EDUCATION WEEK	699.04
40794	10/24/2024	PARKS ADMINISTRATIC	Sr Citizen Community Service	SAMI MURPHY	AGING CONTRACTED SERVICES	240.00
40795	10/24/2024	HR/RISK MGT	HR/RISK MGT	MARIA Y SOLIS	CATERING HEALTH FAIR	3,125.72
40796	10/24/2024	WATER QUALITY CONT	Water Quality Control	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	576.00
40796	10/24/2024	WATER QUALITY CONT	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	608.00
40796	10/24/2024	WATER QUALITY CONT	Water Quality Control	DELLAVALLE LABORATORY,INC.	REPEAT SAMPLING	36.00
40797	10/24/2024	FINANCE	Building	AT&T	09/24 FIRSTNET SVS 287302656036	150.39
40797	10/24/2024	FINANCE	City Clerk's Office	AT&T	09/24 FIRSTNET SVS 287302656036	90.18
40797	10/24/2024	FINANCE	City Council	AT&T	09/24 FIRSTNET SVS 287302656036	281.68
40797	10/24/2024	FINANCE	Code Enforcement	AT&T	09/24 FIRSTNET SVS 287302656036	45.09
40797	10/24/2024	FINANCE	COMPUTER MAINT	AT&T	09/24 FIRSTNET SVS 287302656036	893.81
40797	10/24/2024	FINANCE	Engineering	AT&T	09/24 FIRSTNET SVS 287302656036	240.76
40797	10/24/2024	FINANCE	Facilities Maintenance	AT&T	09/24 FIRSTNET SVS 287302656036	932.04
40797	10/24/2024	FINANCE	Finance	AT&T	09/24 FIRSTNET SVS 287302656036	185.59
40797	10/24/2024	FINANCE	Fleet Maintenance	AT&T	09/24 FIRSTNET SVS 287302656036	45.09
40797	10/24/2024	FINANCE	GRANT OVERSIGHT	AT&T	09/24 FIRSTNET SVS 287302656036	95.22
40797	10/24/2024	FINANCE	HR/RISK MGT	AT&T	09/24 FIRSTNET SVS 287302656036	50.13
40797	10/24/2024	FINANCE	Parks	AT&T	09/24 FIRSTNET SVS 287302656036	363.77
40797	10/24/2024	FINANCE	Planning	AT&T	09/24 FIRSTNET SVS 287302656036	90.18
40797	10/24/2024	FINANCE	STREETS	AT&T	09/24 FIRSTNET SVS 287302656036	50.13
40797	10/24/2024	FINANCE	UB - Garbage	AT&T	09/24 FIRSTNET SVS 287302656036	11.27
40797	10/24/2024	FINANCE	UB - Sewer	AT&T	09/24 FIRSTNET SVS 287302656036	11.27
40797	10/24/2024	FINANCE	UB - Water	AT&T	09/24 FIRSTNET SVS 287302656036	22.55
40797	10/24/2024	FINANCE	WWTP	AT&T	09/24 FIRSTNET SVS 287302656036	50.13
40797	10/24/2024	FINANCE	City Manager	AT&T	09/24 FIRSTNET SVS 287302656036	90.37
40797	10/24/2024	FINANCE	PD Operations	AT&T	09/24 FIRSTNET SVS 287302656036	6,854.53
40798	10/24/2024	FACILITIES	Facilities Maintenance	CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN	STREET LAMP POST TOP BOLT	115.94
40798	10/24/2024	FACILITIES	Facilities Maintenance	CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN	STREET LAMP POST TOPS	3,564.56
40799	10/24/2024	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 11/24	876.33
40800	10/24/2024	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 11/24	838.78
40801	10/24/2024	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 11/24	817.30
40802	10/24/2024	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	192.00
40803	10/24/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 10/11/2024 PAYROLL	888.13
40804	10/24/2024	FINANCE	PD Operations	COMCAST	10/24 SVS 8155500320092096	192.28
40805	10/24/2024	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 CAPMC HOUSING STABILIZATION Q1	2,942.43
40805	10/24/2024	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 CAPMC FMCOC Q1	1,027.01
40806	10/24/2024	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 Q1 CAPMC HOUSING STABILIZATION CV3	51.38
40807	10/24/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFOR	PRE-EMPLOYMENT SERVICES	105.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40808	10/24/2024	BUILDING	Building	COOK, DANIEL	PER DIEM - CALBO EDUCATION WEEK	193.50
40809	10/24/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	35.00
40809	10/24/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	859.50
40809	10/24/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
40809	10/24/2024	PARKS ADMINISTRATIC	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PANAM	567.00
40809	10/24/2024	PARKS ADMINISTRATIC	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	471.00
40809	10/24/2024	PARKS ADMINISTRATIC	Comm & Rec Centers	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - FBSC	30.00
40809	10/24/2024	PARKS ADMINISTRATIC	Comm & Rec Centers	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - PANAM	30.00
40810	10/24/2024	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2024 FORD PICKUP #1543 2024	41,319.82
40810	10/24/2024	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2024 FORD PICKUP #1542 2024	41,319.82
40811	10/24/2024	INFORMATION SERVIC	COMPUTER MAINT	ESRI	ESRI SOFTWARE RENEWAL	21,237.53
40812	10/24/2024	FLEET ACQUISITION	Fleet Acquisition	FOLSOM LAKE FORD	2025 EXPLORER-POLICE INTERCEPTOR UTILITY	169,912.37
40813	10/24/2024	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	10/24 POWER SWEEPING	402.50
40813	10/24/2024	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	10/24 POWER SWEEPING	402.50
40814	10/24/2024	INFORMATION SERVIC	Computer Replacement	INSIGHT PUBLIC SECTOR	APC UPS - 2700W	4,274.66
40814	10/24/2024	INFORMATION SERVIC	Computer Replacement	INSIGHT PUBLIC SECTOR	UPS B/U	4,274.66
40815	10/24/2024	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC COUNTDOWN SIGNS	746.93
40816	10/24/2024	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6037 - #6041	12,469.60
40817	10/24/2024	PARKS ADMINISTRATIC	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	2,138.04
40818	10/24/2024	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9925007	160.00
40818	10/24/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	10/24 UTILITY SERVICE 3040421	52.46
40818	10/24/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	10/24 UTILITY SERVICE 3040431	93.09
40818	10/24/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	10/24 UTILITY SERVICE 3040441	377.44
40819	10/24/2024	GRANTS	Permanent Local Housing Alloca	MADERA RESCUE MISSION, INC.	PLHA INVOICE 09/24	8,089.56
40820	10/24/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	76.00
40821	10/24/2024	PARKS ADMINISTRATIC	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	451.69
40822	10/24/2024	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	3,573.95
40822	10/24/2024	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	4,419.22
40822	10/24/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	1,328.25
40822	10/24/2024	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	1,888.00
40823	10/24/2024	ENGINEERING	LTF - Streets	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - N LAKE ST & E CENTRAL/E 4TH	940.00
40824	10/24/2024	ENGINEERING	LTF - Streets	NICHOLS CONSULTING ENGINEERS, CHTD.	ENGINEERING CONSULTING SVS	6,900.00
40825	10/24/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	8.11
40825	10/24/2024	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	53.28
40825	10/24/2024	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	4,264.49
40825	10/24/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	394.09
40825	10/24/2024	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	6,877.53
40825	10/24/2024	FINANCE	Fire	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	96.52
40825	10/24/2024	FINANCE	Parks	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	178.31
40825	10/24/2024	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	34.64
40825	10/24/2024	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	26.70
40825	10/24/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	8.79
40825	10/24/2024	FINANCE	Sr Citizen Community Service	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	9.91
40825	10/24/2024	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	62,748.51
40825	10/24/2024	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	71.08
40825	10/24/2024	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	10.79
40825	10/24/2024	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	19.72
40825	10/24/2024	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	9,303.97
40825	10/24/2024	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	09/24 SERVICE 9920095153-3	87.27
40826	10/24/2024	PARKS ADMINISTRATIC	Golf Course Capital	SIERRA GOLF MANAGEMENT	CAPITAL IMPROVEMENTS FY 23/24 & 24/25	86,168.51
40827	10/24/2024	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
40828	10/24/2024	PW ADMIN	Facilities Maintenance	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 24/25	1,041.56
40828	10/24/2024	PW ADMIN	STREETS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 24/25	1,041.55
40828	10/24/2024	PW ADMIN	Sewer Mtnc/Operations	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 24/25	1,041.56
40828	10/24/2024	PW ADMIN	Water Mtnc/Operations	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 24/25	1,041.56
40829	10/24/2024	PARKS ADMINISTRATIC	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	09/24 LAWN SERVICES	500.00
40829	10/24/2024	PARKS ADMINISTRATIC	Parks	VILLA GARDENING SERVICE INC	TREE TRIMMINGTREE	450.00
40830	10/24/2024	PARKS ADMINISTRATIC	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	41,400.00
40831	10/24/2024	PD OPERATIONS	SUPP LAW ENF	OTP - FINANCE	REIMBURSEMENT - MOTORCYCLE TRAINING	395.00
40832	10/24/2024	PW ADMIN	STREETS	OTP - FINANCE	REIMBURSEMENT - DOT FEES	120.50
40833	10/24/2024	FINANCE	Finance	OTP - FINANCE	PER DIEM - 2024 CALPERS EDUCATIONAL FORUM	161.25
40834	10/24/2024	PD OPERATIONS	SUPP LAW ENF	OTP - FINANCE	REIMBURSEMENT - MOTORCYCLE TRAINING	395.00
40835	10/24/2024	FINANCE	TRANS - FIXED	OTP - FINANCE	PER DIEM - FTA, PSR, & FMO WORKSHOPS	207.00
40835	10/24/2024	FINANCE	TRANS - DAR	OTP - FINANCE	PER DIEM - FTA, PSR, & FMO WORKSHOPS	207.00
40836	10/24/2024	PD OPERATIONS	General Trust Fund	ASSET FORFEITURE/OTHER PD	REIMBURSEMENT - 17M-04685	75.00
40837	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40838	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40839	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40840	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40841	10/24/2024	PARKS ADMINISTRATIC	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC BALL FIELD 7 & 8	110.00
40842	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40843	10/24/2024	PARKS ADMINISTRATIC	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC BALL FIELD 3, 4, & 5	863.75
40844	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40845	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40846	10/24/2024	PARKS ADMINISTRATIC	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC BALL FIELD 1	93.75
40847	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40848	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40849	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40850	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC BALL FIELD 7	50.00
40851	10/24/2024	PARKS ADMINISTRATIC	General Fund	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	50.00
40851	10/24/2024	PARKS ADMINISTRATIC	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	111.56
40852	10/24/2024	PARKS ADMINISTRATIC	Parks Administration	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	15.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40853	10/24/2024	PARKS ADMINISTRATIC	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 1, 2, & 3	120.00
40854	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40855	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLION	50.00
40856	10/24/2024	PARKS ADMINISTRATIC	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 3	23.75
40857	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40858	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40859	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40860	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40861	10/24/2024	PARKS ADMINISTRATIC	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
40862	10/24/2024	FINANCE	Sewer Fund	OTP- UB REFUNDS	UB CREDIT REFUND - 9915542-508641	18,618.87
40862	10/24/2024	FINANCE	Drainage Sys Operations	OTP- UB REFUNDS	UB CREDIT REFUND - 9915542-508641	2,660.00
40863	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9897117	110.77
40864	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915584	410.50
40865	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000646	65.77
40866	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9911133	89.87
40867	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920059	358.17
40868	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920651	228.67
40869	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 5700	233.12
40870	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9896169	825.28
40871	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926063	70.26
40872	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904108	27.12
40873	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 6127041	177.92
40874	10/24/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916604	211.79
40875	10/30/2024	PARKS ADMINISTRATIC	Special Events	NICHOLAS AVILA	BOUNCE HOUSE RENTAL	3,200.00
40876	10/30/2024	FINANCE	Madera Groundwater JPA Commit	ZOOM VIDEO COMMUNICATIONS, INC.	1 YEAR MEMBERSHIP	159.90
40877	10/30/2024	FLEET ACQUISITION	Fleet Acquisition	72 HOUR LLC	2024 DODGE DURANGO	110,085.54
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING	500.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 10/23	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 11/23	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 12/23	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 01/24	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 02/24	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 03/24	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 04/24	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 05/24	2,362.00
40878	10/30/2024	FINANCE	Madera Groundwater JPA Commit	JACOB T ROBERSON	MRWM CONSULTING - 06/24	2,362.00
40879	10/30/2024	FINANCE	Madera Groundwater JPA Commit	MADERA COUNTY FARM BUREAU	2016 PROP 1 IRWM DAC INVOLVEMENT GRANT	15,267.40
40880	10/30/2024	FINANCE	General Fund	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 03/10/24-04/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 12/10/23-01/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 01/10/24-02/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 02/10/24-03/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 04/10/24-05/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 05/10/24-06/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 06/10/24-07/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 07/10/24-08/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 08/10/24-09/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 09/10/24-10/10/24	99.00
40880	10/30/2024	FINANCE	Madera Groundwater JPA Commit	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 10/10/24-11/10/24	99.00
40881	10/30/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 10/25/2024 PAYROLL	888.13
40882	10/30/2024	BUILDING	Building	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 09/01/24-09/15/24	9,015.00
40882	10/30/2024	BUILDING	Building	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 09/16/24-09/30/24	13,755.00
40882	10/30/2024	BUILDING	Building	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 10/01/24-10/15/24	15,120.00
40883	10/30/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 10/24	310.00
40884	10/30/2024	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 10/24	8,405.44
40885	10/30/2024	PARKS ADMINISTRATIC	Special Events	PETTY CASH - PARKS DEPT.	PETTY CASH - POMEGRANATE FESTIVAL	800.00
40886	10/30/2024	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	46,490.10
40887	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9902187	177.68
40888	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921201	59.12
40889	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920956	260.70
40890	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921953	60.15
40891	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918706	117.12
40892	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10001110	137.51
40893	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9897453	2,269.84
40894	10/30/2024	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9894241	305.50
40895	11/07/2024	PD OPERATIONS	Code Enforcement	CORTEZ, FABELA	PER DIEM - 2024 CODE CONFERENCE	301.00
40896	11/07/2024	PD OPERATIONS	MEAS K - PD	GONZALES, RICHARD	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40897	11/07/2024	PD OPERATIONS	MEAS K - PD	VASQUEZ, RYAN	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40897	11/07/2024	PD OPERATIONS	PD Operations	VASQUEZ, RYAN	PER DIEM - CNOA ANNUAL TRAINING	365.50
40898	11/07/2024	PD OPERATIONS	MEAS K - PD	BOEHM, STEVEN	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40899	11/07/2024	PD OPERATIONS	MEAS K - PD	FADLEY, SHAWN	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40900	11/07/2024	PD OPERATIONS	PD Operations	JARED MACIEL	PER DIEM - CNOA ANNUAL TRAINING	365.50
40901	11/07/2024	PD OPERATIONS	MEAS K - PD	SMITH, JEREMY	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40902	11/07/2024	PD OPERATIONS	MEAS K - PD	VIDEGAIN, ALICIA	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40903	11/07/2024	PD OPERATIONS	MEAS K - PD	BLAKE SHORT	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40904	11/07/2024	PD OPERATIONS	MEAS K - PD	SARAH SARQUIZ	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40905	11/07/2024	PD OPERATIONS	MEAS K - PD	CELIA GARNICA	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40906	11/07/2024	PD OPERATIONS	MEAS K - PD	KAYLA BIANCHI	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40907	11/07/2024	PD OPERATIONS	MEAS K - PD	ADAMS, MARK	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40908	11/07/2024	PD OPERATIONS	MEAS K - PD	GARCIA, VICTORIA	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40909	11/07/2024	PD OPERATIONS	MEAS K - PD	ANAYA, CHRIS	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40910	11/07/2024	PD OPERATIONS	MEAS K - PD	ARNOLD, JOSIAH	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40911	11/07/2024	PD OPERATIONS	MEAS K - PD	CHIARAMONTE, GIACHINO	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40912	11/07/2024	PD OPERATIONS	MEAS K - PD	CEDERQUIST, BRENT	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40913	11/07/2024	PD OPERATIONS	MEAS K - PD	GONZALEZ, FELIX	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40914	11/07/2024	PD OPERATIONS	Code Enforcement	HERNANDEZ, MARIBEL	PER DIEM - 2024 CODE CONFERENCE	301.00
40915	11/07/2024	PD OPERATIONS	MEAS K - PD	MENDOZA, CLAUDIA	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40916	11/07/2024	PD OPERATIONS	MEAS K - PD	ROSEL, JOHN	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40917	11/07/2024	PD OPERATIONS	MEAS K - PD	WEBSTER, NICHOLAS	PER DIEM - MPD SUPERVISOR'S RETREAT	322.50
40918	11/07/2024	HR/RISK MGT	HR/RISK MGT	OTP - FINANCE	PER DIEM - CALPELRA ANNUAL CONFERENCE	184.00
40919	11/07/2024	FINANCE	Finance	OTP - FINANCE	PER DIEM - 2024 CALPERS FORUM FUEL REIMBURSEMENT	73.11
571	10/22/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 10/22/2024	50.00
572	11/05/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/05/2024	522.03
573	11/06/2024	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 07/24	645,759.22
574	11/07/2024	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 08/24	645,965.00
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 2,581,062.79**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the October 30, 2024, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met on November 5, 2024, and approved eligibility lists for the following positions:

- Lead Electrician
- Combination Building Inspector
- Records Clerk
- Facilities Maintenance Technician
- Police Officer Trainee

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
Oscar Calderon	Park Aide	Parks & Community Services	PT	11/6/24
Veronica Duran	Park Aide	Parks & Community Services	PT	11/6/24

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

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

Table 2. *Promotions, Transfers, or Assignment Changes*			
Name	Old Position	New Position	Effective Date
Oscar Garcia	Water System Worker III	Water System Technician	11/4/24
Miguel Ramirez	Maintenance Technician	Public Works Equipment Operator	11/4/24
Jerardo Arce Mendez	Public Works Maintenance Worker II	Parks Worker II	11/6/24

The following employees separated from employment since our last report.

Table 3. *Separations*				
Name	Position	Department	Status*	Effective Date
Noemi Dulce Ceja	Lifeguard/Program Leader I	Parks & Community Services	PT	7/26/24
Asareel Jesua Martinez Solorzano	Lifeguard/Program Leader I	Parks & Community Services	PT	9/28/24
Miguel Palacios	Parks Worker II	Parks & Community Services	FT	10/31/24
Monica Estrada	Program Leader II	Parks & Community Services	PT	11/1/24

*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:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-4

SUBJECT:

Madera County Department of Behavioral Health Services Fee Waiver Request for the Annual Staff Appreciation and End of the Year Celebration

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan American Center on Friday, December 6, 2024, related to an Annual Staff Appreciation and End of the Year Celebration hosted by the Madera County Department of Behavioral Health Services Staff Activities Committee, at an anticipated fee rental of $910.00

SUMMARY:

The City received a formal inquiry from the Madera County Department of Behavioral Health Services (BHS) Staff Activities Committee requesting waiving rental fees for using the Pan American Center (Pan-Am) to host an Annual Staff Appreciation and End of the Year Celebration. The event will take place on Friday, December 6, 2024, from 1:00 pm – 6:00 pm, including setup and cleanup time.

DISCUSSION:

BHS has submitted a formal request in writing to use Pan-Am to host an Annual Staff Appreciation and End of the Year Celebration. The request comes specifically from BHS's Staff Activities Committee. The Committee has been fundraising all year in hopes of holding an engaging and appreciative all-staff meeting. The event is estimated to have approximately 150 employees participate.

The Annual Staff Appreciation and End of the Year Celebration will cover such items as a recognition ceremony for staff members, yearly accomplishments, goals for the upcoming year, and a meal will be provided.

The Committee has shared they do not have access to any other space that would allow them to gather all 150 employees. The Committee has stated that other rental spaces are outside of their price range.

FINANCIAL IMPACT:

The applicable costs associated with the rental of Pan-Am, with the space as requested, are summarized in Table 1 that would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$200
Gym	$550
Kitchen	$135
Total	**$910**

The total applicable cost for the rental of Pan-Am, would be $910.00.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require BHS to remit any associated fees if they wish to rent Pan-Am for the Annual Staff Appreciation and End of the Year Celebration, set to take place Friday, December 6, 2024.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan-American Center for Friday, December 6, 2024, related to Madera County Department of Behavioral Health Services' Annual Staff Appreciation and End of the Year Celebration, at an anticipated fee rental of $910.00
2. Request Authored by Madera County Department of Behavioral Health Services Staff Activities Committee

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan-American Center for Friday, December 6, 2024, related to the Madera County Department of Behavioral Health Services Annual Staff Appreciation and End of Year Celebration, at an anticipated fee rental of $910.00

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN CENTER FOR FRIDAY, DECEMBER 6, 2024, RELATED TO THE MADERA COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SERVICES ANNUAL STAFF APPRECIATION AND END OF THE YEAR CELEBRATION, AT AN ANTICIPATED FEE RENTAL OF $910.00

WHEREAS, the City has received a request for waiving of fees for the rental of the Pan-American Center; and

WHEREAS, the request is from the Madera County Department of Behavioral Health Services (BHS) Staff Activities Committee; and

WHEREAS, BHS is looking to host an Annual Staff Appreciation and End of the Year Celebration; and

WHEREAS, the request is for rental utilization on Friday, December 6, 2024, from 1:00 pm – 6:00 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 $910.00; and

WHEREAS, BHS 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 set forth in this resolution serves a valid public purpose in that the Madera County Department of Behavioral Health Services Annual Staff Appreciation and End of the Year Celebration promotes Madera County employee engagement, and appreciation, and confirms the City of Madera is a community partner to the County of Madera.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan American Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * * *

ATTACHMENT 2

Request Letter Authored by Madera County Department of Behavioral Health Services Staff Activities Committee

Madera County Department of

Behavioral Health Services – Staff Activities Committee

207 E 7th Street

Madera, CA 93638

10/09/2024

Mayor and City Council of Madera

205 W 4th Street

Madera, CA 3637

Dear Mayor and City Council of Madera:

With the end of the 2024 year approaching soon, Madera County Department of Behavioral Health Services Staff Activities Committee would like to request a fee waiver to help us hold our Annual Staff Appreciation and End of the Year Celebration at Pan American Community Center this December 6, 2024, from 1pm -6pm. Our committee members are, Andy Camarillo-Arzola (Administrative Analyst II/HR Liaison/Committee Head Lead, Melissa Torres (Executive Assistant/Head Lead), Tricia Soto (Administrative Assistant/Treasure), Jessica Fearer (Senior Behavioral Health Case Manager/Member), Misael Velazquez (Behavioral Health Clinician I/Member), Michelle Miramontes (Office Assistant I/Member), and Alicia Sanchez (Behavioral Health Case Manage/ Member). This committee along with the members was created at the beginning of the 2024 year by our former Director and Leadership team in hopes of helping our department boost morale and staff engagement. Committee Head Leaders work alongside members to come up with ideas for staff engagement and boost moral by having fundraisers and fun staff activities. Fundraisers are held monthly, and Fun Fridays are held every first Friday of the month. Activities such as wear your favorite jersey day, department potlucks, donut day, etc.… were some of the activities we have done. The purpose of helping staff engagement and boosting moral is to fulfill the area in our established department's Recruitment and Retention Plan that was created to help our department become greater than it is.

Our committee has worked all this year to raise funds in hopes of being able to hold an engaging and appreciative all staff meeting. Unfortunately, our department has no space available to host an event for all our staff to attend to, also spaces available in our area are out of our price range to afford. We would like for you to consider us in receiving a

fee waiver to reserve an area to host our celebration this year. The celebration will cover items such as a recognition ceremony for staff members, yearly accomplishments, goals for the upcoming year, and a meal will be provided. Our goal is to have all staff members participating and engage with other co-workers within our department as we have 4 different locations, and it is often difficult for all 150 employees to network as one department. In appreciation to being considered and approved for the waiver our committee will ensure to include the City of Madera's logo and name of Mayor and City Council member names in our flyers we will be sending staff of the event and as well in our end of the year video that is created and sent out to staff to recap all events of the year. Our department is also open for City of Madera to set up a resource booth at our event for staff to stop by and receive informational materials.

Thank you so much for your time and we hope to hear from you all soon.

Sincerely,

MCDBHS Staff Activities Committee

(559)395-0451 Ext.1212

Andy.Camarillo-Arzola@maderacounty.com

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-5

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 25, 2025, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated fee rental of $565.00

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 25, 2025, from 8:00 am – 4:00 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. The request comes specifically from current president of the Madera County Master Gardeners.

The MCMG oversee a two-acre demonstration garden, known as the 3 Sisters Garnde, 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 host 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, as a benefit to the community.

Council last approved a fee waiver for the Annual Tea Party, on November 15, 2023. Action memorialized with Resolution No. 23-191. The last Annual Tea Party hosted at the FBSC took place on January 27, 2024.

FINANCIAL IMPACT:

The applicable costs associated with the rental of FBSC, with the space as requested, are summarized in Table 1 that would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$100
Multi-Purpose Room	$400
Kitchen	$40
Total	**$565**

The total applicable cost for the rental of FBSC, would be $565.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the Madera County Master Gardeners to remit any associated fees if they wish to rent FBSC for the Annual Tea Party, set to take place on Saturday, January 25, 2025.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Frank Bergon Senior Center for Saturday, January 25, 2025, related to Madera County Master Gardeners Annual Tea Party, at an anticipated fee rental of $565.00
2. Request Authored by Madera County Master Gardeners President, Candy Talley

ATTACHMENT 1

Resolution Waiving the rental fees of the Frank Bergon Senior Center for Saturday, January 25, 2025, related to Madera County Master Gardeners Annual Tea Party, at an anticipated fee rental of $565.00

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE FRANK BERGON SENIOR CENTER FOR SATURDAY, JANUARY 25, 2025, RELATED TO THE MADERA COUNTY MASTER GARDENERS ANNUAL TEA PARTY, AT AN ANTICIPATED FEE RENTAL OF $565.00

WHEREAS, the City has received a request for waiving of fees for the rental of the Frank Bergon Senior Center; and

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

WHEREAS, the Madera County Master Gardeners is looking to host an Annual Tea Party; and

WHEREAS, the request is for rental utilization on Saturday, January 25, 2025, from 8:00 am – 4:00 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 $565.00; and

WHEREAS, Madera County Master Gardeners are still subject to providing insurance documentation for City facility rentals that meet City requirements.

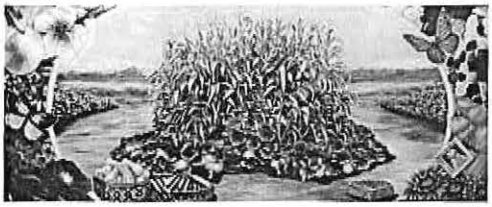
NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth 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

Request Authored by Madera County Master Gardeners President, Candy Talley



Friends of Three Sisters Garden

623 Park Lane
Madera, CA 93637

August 5, 2024

To whom it may concern,

My name is Candy Talley and I am the current president of 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 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)- Tax ID 27-3979073 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, 25, 2025 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:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-6

SUBJECT:

Madera Omega LEO Club Fee Waiver Request for Exhibition Game at the John Wells Youth Center

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the John Wells Youth Center on Saturday, November 23, 2024, related to a Basketball Exhibition Game, between the Madera Omega LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers at an anticipated fee rental of $425

SUMMARY:

The City received a formal inquiry from the Madera Omega LEO Club (LEO Club) requesting waiving rental fees for using the John Wells Youth Center (JWYC) to host a basketball exhibition game, between the LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers basketball team. The event will take place on Saturday, November 23, 2024, from 9:00 am – 1:00 pm, including setup and cleanup time.

DISCUSSION:

The LEO Club has submitted a formal request in writing to use JWYC to host a basketball exhibition game, between the LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers basketball team. The request comes specifically from the LEO Club's President, Perla Jimenez.

For additional context, Valley Children's Adaptive Sports Program provides free recreational and athletic experiences for those with physical disabilities or mobility impairments. The only one of its kind in Central California, the program is designed for individuals with conditions ranging from cerebral palsy to spinal cord injuries and amputations. Through hard work and determination,

the children learn it is possible to participate in athletics, exceed expectations, and achieve their dreams.

The Fresno Wheelers have been hard at work, practicing, improving their skills, and making great progress. Now they are ready for competitive play against the LEO Club members. The exhibition game will consist of a friendly scrimmage game between the two teams.

FINANCIAL IMPACT:

The applicable costs associated with the rental of JWYC, with the space as requested, are summarized in Table 1 that would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$200
Gym	$200
Total	**$425**

The total applicable cost for the rental of JWYC would be $425.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the LEO Club to remit any associated fees if they wish to rent JWYC for the basketball exhibition game, between the LEO Club and the Fresno Wheelers set to take place Saturday, November 23, 2024.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the John Wells Youth Center for Saturday, November 23, 2024, related to a basketball exhibition game, between the LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers at an anticipated fee rental of $425
2. Request Authored by Madera Omega LEO Club President, Perla Jimenez

ATTACHMENT 1

Resolution – Waiving the rental fees of the John Wells Youth Center for Saturday, November 23, 2024, related to a basketball exhibition game, between the LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers at an anticipated fee rental of $425

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE JOHN WELLS YOUTH CENTER FOR SATURDAY, NOVEMBER 23, 2024, RELATED TO A BASKETBALL EXHIBITION GAME, BETWEEN THE LEO CLUB AND THE VALLEY CHILDREN'S ADAPTIVE SPORTS FRESNO WHEELERS AT AN ANTICIPATED FEE RENTAL OF $425

WHEREAS, the City has received a request for waiving of fees for the rental of the John Wells Youth Center; and

WHEREAS, the request is from the Madera Omega LEO Club (LEO Club); and

WHEREAS, the LEO Club is looking to host a basketball exhibition game between the LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers; and

WHEREAS, the request is for rental utilization on Saturday, November 23, 2024, from 9:00 am – 1:00 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 $425; and

WHEREAS, the LEO Club 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 set forth in this resolution serves a valid public purpose in that the Madera Omega LEO Club, is a local community organization dedicated to providing leadership, experience, and opportunities to the youth of Madera, and this event further promotes a community event, and charitable activity, making a positive impact in the lives of community members. In addition, the Valley Children's Adaptive Sports Program serves a community need, serving children of the community in crucial times and helping them participate in memorable experiences.
3. The City Council does hereby waive the City fees for Rental Fees of the John Wells Youth Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

ATTACHMENT 2

Request Authored by Madera Omega LEO Club President, Perla Jimenez

Madera Omega LEO Club

To whom it may concern,

I hope this letter finds you well. I am writing to you on behalf of Madera Omega LEO Club, a local community organization dedicated to providing leadership, experience, and opportunities to the youth of Madera. We are reaching out to seek your support and to invite you to become a partner in our efforts to make a positive impact.

The Omega LEO Club is composed of college aged young adults who are passionate about serving the community of Madera. We are committed to giving back by organizing volunteer projects, charitable activities and support for those in our community who require assistance. One of our most prominent projects is the Omega closet, where we set up closets with free hygiene products and clothing at the three middle schools in town.

At the Madera Omega LEO Club, we believe that a brighter future is possible when individuals and organizations come together to create positive change. To continue our mission and expand our reach, we rely on the generosity of individuals and businesses like yours. Your support can make a real difference in the lives of those we serve.

This is a fee waiver request for the use of the John W. Wells youth center on 11/23/2024 from 9am to 1pm for the use of a friendly exhibition game. The Valley Children's Adaptive Sports Fresno Wheelers basketball team has been hard at work, practicing, improving their skills, and making great progress. Now they are ready for competitive play against our Madera Omega LEO club.

Your generosity and support are greatly appreciated and make our work possible. Together, we can create a brighter and more promising future for those in need.

501(c)(3) non-profit Federal ID: 87-2116878
Contact & Corresponding Email Addresses:
maderaomegaleoclub@gmail.com

Most Sincerely,
Perla Jimenez, President
Madera Omega LEO Club

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-7

SUBJECT:

Improvement Agreement Amendment No. 3 for the Iveywood I Subdivision (Tract No. 19 S-03) Allowing Reimbursement of Expenses Incurred to Date

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 3 to the Improvement Agreement Authorizing Reimbursement of Expenses Incurred to Date

SUMMARY:

On April 9, 2019, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2019-02 for the Iveywood I Subdivision (Map). On February 17, 2021, the City Council (Council) approved Resolution 21-31, accepting the Final Map and approving the Improvement Agreement (Agreement) for the Iveywood I Subdivision (Tract No. 19-S-03). On November 16, 2022, Council approved Amendment No. 1 to allow for the reimbursement of the construction of a park within the limits of the subdivision. On July 19, 2023, Council approved Amendment No. 2 to allow for the reimbursement for the construction of a storm drainage basin. On October 4, 2024, the subdivision improvements were accepted by Council. This final acceptance was preceded by several partial acceptances.

As a result of the Subdivider's understanding of actions and direction from staff as noted in the staff report associated with Amendment No. 1, the Subdivider initiated the design of a park within the physical boundaries of the Iveywood I subdivision under the expectation that such improvements would be reimbursed. In recognition that the Subdivider did not, in fact have authorization in accordance with Madera Municipal Code, Amendment No. 1 to the Agreement was brought before the Council to authorize construction of the park and allow reimbursement for this work from the City.

DISCUSSION:

At the time Amendment No. 1 was approved, staff had determined that the park location was ideally suited for an application to receive an Outdoor Recreation Legacy Grant. The goal of pursuing this grant was to offset a portion of the park cost while also dramatically enhancing the original design by the Subdivider through construction of additional amenities such as a half basketball court, pickleball court, child size soccer field, turf volleyball court.

As a result of grant requirements, the Subdivider was asked to dedicate the park site to the City in advance of the grant application. This dedication was in advance of typical practices in which the dedication would not occur until the park improvements were completed and accepted by the City. At the time of dedication, the park design was completed or substantially so and some equipment for use in constructing the park had already been purchased. Park improvements had not, however, commenced.

As the Council is aware, the grant was successful. While this success will result in the enhanced park, it does remove the ability of the Subdivider to complete the design and construction as was originally planned and agreed to as a result of Amendment No. 1. This is because the design of the park with the enhanced amenities must be awarded to a design consultant that is selected in a manner that adheres to the City's purchasing policy. Additionally, the contractor retained to construct the park will be required to bid on the project in the same manner that other Capital Improvement Program projects are awarded. Of note, the original design engineer and developer do not appear to be precluded from competing for the chance to design and later construct the park if they so desire.

FINANCIAL IMPACT:

Proposed reimbursements would be paid for with funds from the City's Development Impact Fee (DIF) Program. It is unclear at this time how this would impact funding of the revised design, whether that be a General Fund Match or DIF.

ALTERNATIVES:

Not approve Amendment No. 3 to the Agreement or provide direction to staff. If Council does not approve the amendment, the Subdivider cannot be reimbursed for design, previously purchased equipment or other efforts associated with the design of the park.

ATTACHMENTS:

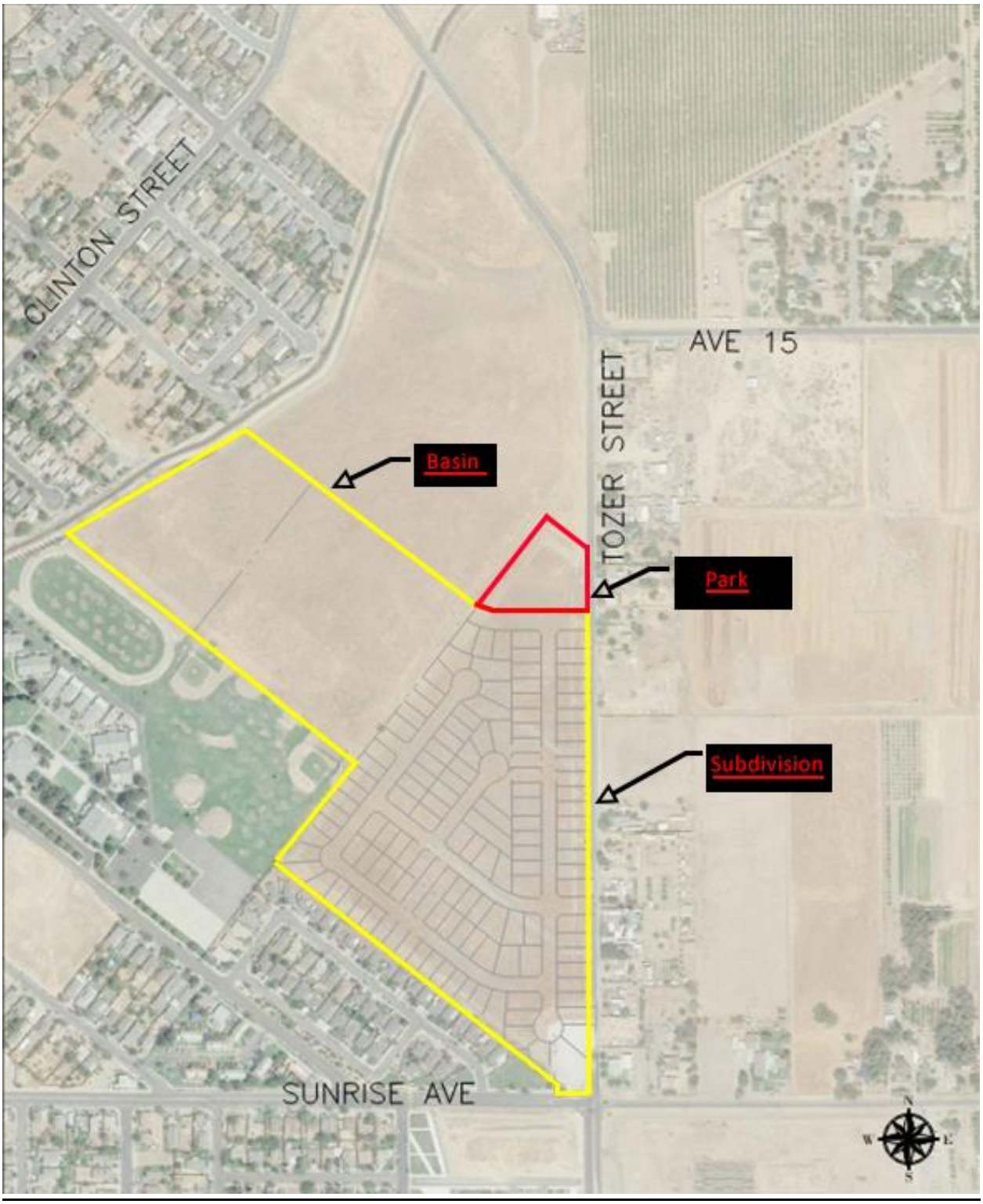
1. Project Location Map
2. Resolution

    Exhibit A - Amendment No. 3 to Improvement Agreement Iveywood I Subdivision (TRACT NO. 19-S-03)

Attachment 1

Project Location Map

Project Location Map



Attachment 2

Resolution

RESOLUTION NO. 24-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE IMPROVEMENT AGREEMENT AUTHORIZING REIMBURSEMENT OF EXPENSES INCURRED TO DATE

WHEREAS, the Planning Commission on April 9, 2019, considered and approved Tentative Subdivision TSM 2019-02 (Project); and

WHEREAS, the Staff Report for the Iveywood I Subdivision as part of Tentative Subdivision TSM 2019-02 identified a requirement for parkland dedication of 1.69 acres in conformance with the City's parkland acquisition ordinance

WHEREAS, Joseph Crown Construction and Development, a California Corporation (Subdivider) of said subdivision entered into and executed an agreement between the City and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement Iveywood I Subdivision (Final Map. No. 19-S-03)," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, agreed to construct and complete within the time specified in said Improvement Agreement (Agreement) all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Iveywood I Subdivision is on file in the office of the City Engineer; and

WHEREAS, an amendment to the Agreement was necessary as the entire written record on this Project was silent as to any requirement for Subdivider to construct park improvements or be reimbursed for park improvements by the City; and

WHEREAS, the City and Subdivider memorialized the requirement for Subdivider to construct the park improvements and for City to reimburse Subdivider in Amendment No. 1; and

WHEREAS, dedication of the park site to the City in advance of acceptance of a completed park resulted in the Subdivider and City's inability to honor the terms and conditions of Amendment No. 1: and

WHEREAS, a new amendment is necessary to reimburse Subdivider for efforts taken and equipment purchased in good faith up to the point that it was determined those efforts needed to cease.

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. Based on the recitals set forth hereinabove, Amendment No. 3 to the "Improvement Agreement Iveywood I Subdivision (Tract No. 19-S-03)" authorizing reimbursement of expenses incurred to date thereof by City is approved and attached as Exhibit "A." A copy of the Amendment shall be kept on file in the office of the City Clerk.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Amendment No. 3

Improvement Agreement Iveywood I Subdivision (TRACT NO. 19-S-03)

AMENDMENT NO. 3

IMPROVEMENT AGREEMENT IVEYWOOD I SUBDIVISION (TRACT NO. 19-S-03)

This Amendment No. 3 to the Improvement Agreement Iveywood I Subdivision (Tract 19-S-03) ("Amendment No. 3") is entered between the City of Madera, a Municipal Corporation ("City"), and Joseph Crown Construction and Development, a California Corporation ("Subdivider")

RECITALS

WHEREAS, on February 17, 2021, City and the Subdivider entered into an agreement related to the Iveywood I Subdivision ("Agreement"); and

WHEREAS, on November 16, 2022, City and the Subdivider entered into Amendment No. 1 to the Agreement with the intent of allowing Subdivider the ability to construct the park; and

WHEREAS, on July 19, 2023, City and the Subdivider entered into Amendment No. 2 to the agreement; and

WHEREAS, satisfaction of Amendment No. 1 is found to be impossible given dedication of the park site to the City and Capital Improvement Program requirements associated with design and construction; and

WHEREAS, Amendment No. 3 is necessary to allow for reimbursement of expenses incurred by Subdivider prior to a determination that efforts to design and construct the parks must cease; and

WHEREAS, City and Subdivider wish to amend certain terms of the Agreement to allow reimbursement without satisfying terms of Amendment No. 1 that required park construction;

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Subdivider agree that the Agreement between the City and the Subdivider shall be amended as follows:

A. Section "II – REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER" Subsection 4 is amended in its entirety to read:

   4. Park Improvements – All expenses, including park equipment, incurred up to and including the point at which the City determined that design and ultimate construction of the park must cease in lieu of a separate project to be managed by the City for new or revised design and construction at same park location. Said expenses are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

Expenses associated with frontage improvements such as gutter, streetlights, street paving, water, sewer, and storm drain are not eligible for reimbursement.

B. Except as amended by this Amendment No. 3, all other terms and conditions of the Agreement remain in full force and effect.

C. This Amendment No. 3 to the Agreement shall be effective upon full execution by both parties.

(*SIGNATURES ON NEXT PAGE)*

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

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

COVENANTOR:

By: _____
Joseph Crown, President

NOTARY ACKNOWLEDGEMENT REQUIRED

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-8

SUBJECT:

Consultant Services Agreement with Madera Unified School District for Fiscal Year 2024/2025 Winter Camp

RECOMMENDATION:

1. Adopt a Resolution approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Fiscal Year (FY) 2024/2025 Winter Enrichment STEAM Camp not to exceed $27,552.50

2. Adopt a Resolution Amending the City's FY 2024/25 Operating Budget approving related revenue and expenditure line items related to the execution of the MUSD FY 2024/2025 Winter Enrichment STEAM Camp

SUMMARY:

Beginning in 2017, the City has partnered with MUSD to provide enrichment activities through camps for students. This year, the City has continued this partnership through a summer camps held in July 2024. MUSD recently reached out to the City with a proposal of a one-week camp winter camp to be hosted at the John Wells Youth Center (JWYC) during January 2025.

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 70 students.

As both revenues and appropriations associated with this program were not included in the FY 2024/2025 Adopted Budget, a budget amendment is recommended for adoption in order to recognize and appropriate adequate funding for the program.

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 offer a winter camp to district students from kindergarten to sixth grade during January 2025, 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.

In response, the City has prepared a proposal for 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 6 – 10, 2025. 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 groups:

- Transitional Kindergarten (TK) and Kinder
- First Grade – Third Grade
- Fourth Grade – Sixth Grade

MUSD will provide the meals for the students, which will consist of a breakfast and lunch meal. MUSD will also organize the outreach and enrollment. The City will be responsible for staffing and training of program staff.

FINANCIAL IMPACT:

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

To have adequate appropriations for the winter camp before it is held in January 2025, the expenses and revenue generated from the Agreement will need an amendment to the Fiscal Year 2024/2025 Operating Budget, specifically in the Parks Grants Fund #4109-6360. The identified budget has funds for materials and personnel costs for part-time staff.

Table 1: *MUSD FY 2024/2025 Winter Camp Budget*

Item	**Amount**
Staffing – Program Leaders	$12,042
Staffing – Coordinator	$7,000
Materials	$3,000
25% Administrative Fee	$5,510.50
Total	**$27,552.50**

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 to not enter into the Consultant Services Agreement with MUSD for the FY 2024/2025 winter camp programming.

ATTACHMENTS:

1. Resolution approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Fiscal Year (FY) 2024/2025 Winter Enrichment STEAM Camp not to exceed $27,552.50
    a. Exhibit A: Consultant Services Agreement
2. Resolution Amending the City's Fiscal Year 2024/25 Operating Budget approving related revenue and expenditure line items related to the execution of the MUSD FY 2024/2025 Winter Enrichment STEAM 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) 2024/2025 Winter Enrichment STEAM Camp not to exceed $27,552.50

RESOLUTION NO. 24-_____

RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR THE FISCAL YEAR 2024/2025 WINTER ENRICHMENT STEAM CAMP PROGRAM NOT TO EXCEED $27,552.50

WHEREAS, since 2017, the City has entered into several Consultant Services Agreement 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) 2024/2025 winter camp programming; and

WHEREAS, the FY 2024/2025 winter camp programming will run from January 6, 2025, through January 10, 2025; 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 2024/2025 Winter Enrichment STEAM 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 1st day of July 2024, 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 6-10, 2025 at the John Wells Youth Center. Camps will be offered for up to 70 students in grades TK-6th. Meals and transportation will be provided by MUSD.

2. Term. The Consultant's services described in Paragraph 1 shall commence on January 6, 2025 and shall end on January 10, 2025 unless earlier terminated pursuant to Paragraph 8.

2. Payment. District agrees to pay Consultant as follows:

   Total cost: $27,552.50 (Resource 26000 - ELOP)

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

Superintendent or designee:

Associate Superintendent of Educational Services
Title

(Signature)

Date: _____

Consultant:

Name:

City of Madera Mayor, Santos Garcia

(Signature)

Date: _____

Federal ID/SS# 94-6000365
(do not include SSN until after Board approval)

ATTACHMENT 2

Resolution Amending the City's Fiscal Year 2024/25 Operating Budget approving related revenue and expenditure line items related to the execution of the MUSD FY 2024/2025 Winter Enrichment STEAM Camp

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,CALIFORNIA AMENDING THE FISCAL YEAR 2024/25 OPERATING BUDGET APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATING TO THE CONSULTANT SERVICES AGREEMENT BETWEEN MADERA UNIFIED SCHOOL DISTRICT AND THE CITY FOR A WINTER ENRICHMENT STEAM CAMP

WHEREAS, the City Council previously Operating a City-wide Budget for 2024/25 Fiscal Year; and

WHEREAS, Madera Unified School District (MUSD) has prepared a Consultant Services Agreement which will provide the City $27,552.50 towards a winter enrichment camp; and

WHEREAS, an amendment to the City's Adopted Budget for the 2024/25 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related revenue and expenditures pertaining to the execution of the Consultant Services Agreement.

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 Amendment

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 24-_____

Budget Adjustments for Fiscal Year 2024/25

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Parks Grant Fund	41096360	4683	Program Revenue		$ 27,553
	41096360	5005	Salaries/Part Time	24,553	
	41096360	6480	Materials	3,000	
				$ 27,553	**$ 27,553**

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-9

SUBJECT:

Request by Steven King for connection to the City's water system

RECOMMENDATION:

Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 16250 North Lake Street (APN 038-090-034)

SUMMARY:

The City has a policy wherein properties located outside the City Limits, but proximate to the City water and sewer systems, may, under certain conditions, apply for and receive City utility services. If approved by Council, this Agreement will be documented and recorded on the property's title, ensuring that future transactions involving the property, such as its sale, will entail the Agreement being listed in the Title Report. This provision ensures that all stakeholders involved in property transactions are made aware of the Agreement's existence and terms.

DISCUSSION:

The property owner, Steven King (Owner), has five existing single-family residences on a 1.71-acre parcel located on the west side of Lake Street, between Adell Street and Ellis Street. The Owner has made a request to connect to the existing 8-inch City water main in Lake Street due to the failure of their well, which previously served their water needs. They have emphasized the urgency of this matter as the lack of potable water leaves them with limited options, potentially requiring reliance on bottled water or incurring expenses for water delivery services.

Importantly, all expenses associated with the water service lateral installation and subsequent charges will be borne by the Owner, including:

- Water Service Lateral: Up to an eight-inch service lateral as may be directed by the City Engineer, backflow preventer and five water meters will be installed. This metered installation will follow the standard procedure for all new City connections.

- A Public Utility Easement deed will be granted to the City for access to and maintenance of the five required water meters.

- Development Impact Fees (DIF): A DIF of $845.67, designed for one house, will be collected for each house on the property prior to permitting the water connection for a total of five. This fee aligns with the City's development policies and is a standard procedure for new connections.

- Infrastructure payback fee will be collected in the amount of $2,281.83, representing 50% of the cost to install the 8-inch water main located in Lake Street.

- Encroachment Permit Fee: An encroachment permit fee of $279.00 will be levied on the customers. This fee covers administrative expenses related to the installation process.

- Volumetric Charges: Once connected, the customers will be subject to volumetric charges, akin to existing customers. These charges are consumption-based and will be reflective of their water usage.

The Local Agency Formation Commission (LAFCO) has approved the connection of the five homes on this parcel to City water service outside the current City limits. This Agreement will be recorded on the title and will outline specific terms and conditions pertinent to the provided services. The Agreement serves as a critical document delineating the terms of service for the subject property and includes the Owners' covenant not to protest annexation. This covenant signifies the property owners' agreement not to oppose or protest potential future annexation efforts by the City.

FINANCIAL IMPACT:

In consideration of the request for the outside city limits water connection, it is important to note that approving this request incurs no additional expense to the City, the Water Enterprise Fund, or the General Fund. All costs associated with the physical construction of the water lateral and meter will be solely borne by the Owners.

This arrangement ensures that the financial burden of the physical installation of the water lateral and meter, as well as the applicable DIF fees, falls entirely upon the property Owners. There is no direct impact on the City's financial resources or utility funds due to this approval.

ALTERNATIVES:

The denial of this Agreement could impact the residents of the specified property, leading them to face unforeseen challenges. Without the approved water connection, the residents may

encounter difficulties in obtaining access to potable water. This could prompt them to seek alternative and potentially costly measures to meet their basic water needs. Such alternatives might include reliance on bottled water or the expense of arranging water delivery services.

ATTACHMENTS:

1. Location Map
2. Resolution
   Exhibit A – Agreement

Attachment 1

Location Map

16250 N LAKE STREET

Attachment 2

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16250 N LAKE STREET (APN 038-090-034)

WHEREAS, Steven King owns the property located at 16250 N Lake Street ("Property") and desires to connect the Property to the City water system; and

WHEREAS, the Property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connection to the City's water system, subject to certain conditions; and

WHEREAS, all costs to connect to the City water system will be borne by the Property owner.

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 Council approves the Agreement for Outside City Limits Water Connection for 16250 N Lake Street (APN 038-090-034) which is attached to this resolution as Exhibit A and incorporated by reference.

3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.

4. Staff is hereby directed to record the Agreement.

5. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code……No Fee Due

Address: 16250 N Lake Street, Madera, California
APN: 038-090-034

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16250 N Lake Street (APN 038-090-034)

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16250 N Lake Street ("Agreement"), is made and entered into this 20th day of November 2024, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and STEVEN KING, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 16250 N Lake Street, in the County of Madera, California and more particularly described below.

B. The Property consists of 1.71 acres, more or less, located on the west side of Lake Street, between Adell Street and Ellis Street, known as 16250 N Lake Street, in the unincorporated territory of Madera County (the "Subject Property").

C. OWNER desires a water connection to serve five single-family dwellings on the Subject Property.

D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

D. Owner recognizes that suitability of the on-site system when connected to the City system and backflow preventer is Owner's responsibility to confirm.

AGREEMENT

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 8-inch water main on Lake Street to serve five dwellings for domestic residential (no commercial or agricultural) uses only on the Subject Property located at 16250 N Lake Street, which property is more particularly described as follows:

All that portion of Lot one hundred fifty-two (152) of Miller & Lux's Subdivision of Lands at Madera, in section twelve (12), in Township eleven (11) South, Range seventeen (17) East, MDB&M, according to map entitled, "Map of Miller and Lux's Subdivision of Lands at Madera, Fresno County, Cal.", filed and recorded in the office of the County Recorder of the County of Madera, State of California, February 2, 1895, in Vol. 1 of maps at pages 10 and 11, bounded and described as follows:

Beginning at The northwest corner said Lot 152, thence along the west line of said lot, southerly 165.35 feet; thence easterly and parallel to the north line of said lot, a distance of 526.87 feet, more or less to a point on the east Iine of said lot and center line of a 60 foot county road; thence along said east line of lot and centerline of road northerly 165.35 feet, more or less, to a point which is the northeast corner of said lot 152; thence along the north Iine of said lot, westerly 526.87 feet to the point of beginning.

APN: 038-090-034

OWNER shall install an 8-inch lateral, or a smaller diameter if authorized by the City Engineer, to connect to the 8-inch water main.

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total $4,228.35 or that which may be in effect at the time fees are paid. Impact fees are based on five single family residences on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay the CITY connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch water main located in Lake Street, in the amount of $2,281.83. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter for each residence and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing well onsite or disconnect from any community well in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all

utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: Steven King
7081 N Marks Ave #104
Fresno CA 93711

TO CITY: CITY OF MADERA
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or

connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest in the Subject Property.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement

shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Santos Garcia, Mayor

OWNER

By: _____
Steven King

ATTACH NOTARY ACKNOWLEDGEMENTS

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shannon L. Chaffin, City Attorney

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-10

SUBJECT:

Purchase of Video Wall Display Monitors for the Police Department's Communications Center

RECOMMENDATION:

Adopt Resolutions:

1. Approving the purchase of Samsung monitors for Police Department communications center video wall display from Zones LLC for $7,013.15

2. Approving a Budget Amendment to the Fiscal Year 2024/25 Operating Budget to appropriate Supplemental Law Enforcement fund balance funds for the purchase of Samsung monitors

SUMMARY:

The Madera Police Department (MPD) utilizes a citywide camera system to monitor various high traffic and crime areas throughout the City. Part of this system includes a four-monitor video wall located in the MPD's communication center. These monitors are used by dispatchers to display live footage of the citywide camera system and sensitive areas of the police station. Five years ago, the City purchased monitors with the understanding they would have a lifespan greater than what has been observed. Due to equipment failure, staff recommends that the City invest in new monitors to ensure the City has functional technology for the safety of staff and the public.

DISCUSSION:

Five years ago, the four-monitor video wall was implemented as an integral part of the Police Department's communications center. After five years of continuous 24/7 use, lagging, glitches, and intermittent blackouts in the picture display are significantly disrupting its functionality. The video wall is the main access point to view the city-wide camera system. With constant disruptions, staff has been unable to effectively utilize its full capabilities, including the following:

- Live video feed from all city-wide camera locations
- Live video feed from the Police Department's secured facility locations
- High resolution images from cameras to assess officer involved situations in real time
- Advanced zoom in and out abilities during real time monitoring

Selection of Equipment

While there are numerous makers of large display monitors, staff evaluated vital features, including existing infrastructure, cost, functionality, and lifespan. In addition, as only two monitors of the four-monitor video wall are at end of life, staff weighed the option of replacing only the malfunctioning monitors. However, upon extensive research staff was informed that the monitors feed off each other and would not operate properly without replacing all four monitors. With the assistance of industry experts and the City's Information Services Department, the following brand options were identified:

- Samsung
- Planar
- NEC

The monitors supplied by these brands have distinct differences in:

- Picture Quality
- Price
- Warranty options
- Longevity

In short:

- NEC provides the lowest price but provides the lowest quality of monitor
- Samsung and Planar are essentially identical in monitor functionality but differ in price.
- Samsung provides competitive pricing compared to Planar and was deemed by staff as the best option available.

Table 1 provides a comparison of the prices of the three brands.

Table 1: *Summary of monitor brands cost per monitor*

Brand	Cost	Cost for 4
Samsung	$1,430	$5,720
Planar	$2,376	$9,504
NEC	$870	$3,480

It is important to note that the totals in Table 1 are not exhaustive as they do not include warranty and other fees such as taxes and shipping.

Evaluation of Best Price Option

Of the available monitor brands, staff recommends purchasing Samsung monitors based on existing infrastructure, cost, functionality, and lifespan. Table 2 provides a cost summary of available vendors supplying the Samsung monitors, including equipment, warranty, taxes, and shipping.

Table 2: *Summary of purchase options*

Equipment Provider	Cost [(1)]
Zones LLC	$7,013
CDWG	$8,857
Gov Connection	$9,135

[(1)] Rounded to the nearest dollar

Based on the City's purchasing policy, staff recommends the City purchase the monitors from Zones LLC.

Installation

With the infrastructure currently available from the initial install, City staff believes they are fully equipped to perform the installation of the new monitors. Staff has opted to perform the installation inhouse upon revelation that installation services from outside vendors would cost an additional $7,000. If unforeseen challenges arise during the installation phase, staff may have to return to the City Council (Council) to authorize additional funds to cover installation services. However, staff believes the installation will be a seamless process resulting in the upmost success.

FINANCIAL IMPACT:

This expenditure is not reflected in the adopted budget as staff did not anticipate the failure of the monitors. The monitors represent a crucial piece of the Police Department's communication center and finds it in the best interest of the City for the Council to appropriate funds to cover the purchase. Exhibit A to the second resolution contemplated with this report represents the requested budget amendment appropriating additional funds to the Fiscal Year 2024/25 Supplemental Law Enforcement operating costs from the available Supplemental Law Enforcement fund balance. With a clearer understanding of monitor lifespan, staff plans to include this expense in future budgets when replacement becomes necessary.

ALTERNATIVES:

Council may request staff return with additional information or request staff purchase a different brand of monitors.

ATTACHMENTS:

1. Resolution approving purchase of Samsung monitors
2. Resolution approving budget amendment

3. Exhibit A: Budget Amendment
4. Exhibit B: Quotes from vendors

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PURCHASE OF SAMSUNG MONITORS FOR POLICE DEPARTMENT COMMUNICATIONS CENTER VIDEO WALL DISPLAY FROM ZONES LLC FOR $7,013.15

WHEREAS, the City of Madera Police Department utilizes a four-monitor video in its communication center as part of the city-wide camera system; and

WHEREAS, the City's current communication center monitors have reached end of life; and

WHEREAS, the City desires to purchase new monitors to ensure communication center equipment functions properly and efficiently; and

WHEREAS, after a review of available monitors on the market, Samsung monitors were determined to be the best quality product option for the City; and

WHEREAS, the City, in compliance with the City's purchasing policy, has determined to purchase four new monitors from Zones LLC for $7,013.15.

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 purchase of four Samsung monitors from Zones LLC for $7,013.15 is approved.

3. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET TO APPROPRIATE SUPPLEMENTAL LAW ENFORCEMENT FUNDS FOR THE PURCHASE OF SAMSUNG MONITORS FOR THE POLICE DEPARTMENT'S COMMUNICATION CENTER

WHEREAS, the City Council has authorized the purchase of Samsung monitors from Zones LLC in the amount of $7,013.15; and

WHEREAS, the amendment to the City of Madera Fiscal Year 2024/2025 Budget, listed in Exhibit A, attached hereto, is necessary to appropriate funds for the expenditure of the monitors.

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 2024/25 operating budget in the amount of $7,013.15 from available Supplemental Law Enforcement fund balance in the Supplemental Law Enforcement maintenance and other supplies account to fund the purchase of 4 Samsung monitors in accordance with Exhibit A, attached hereto and incorporated by reference herein.

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 2024/25 BUDGET APPROPRIATION
FOR THE POLICE DEPARTMENT'S COMMUNICATION CENTER VIDEO WALL DISPLAY

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
GENERAL FUND					
4770	47700000	4900	Budgetary Carryover	7,013.15	
4770	47700000	7000	Vehicles & Equipment		7,013.15
			TOTALS	**7,013.15**	**7,013.15**

EXHIBIT B

ZONES™

10/02/2024

Bill To :
CITY OF MADERA
205 W 4TH ST
MADERA,CA 93637
Phone : (559) 661-5400

Ship To:
ARI ADAMS
CITY OF MADERA
330 S C ST
MADERA,CA,93638-3727,USA

Account#0071039792
Quote :K3014811
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL

Ahsan Khan
Senior Account Executive
Phone(800) 570-2410
Fax:(253) 205-3862
Email:Ahsan.Khan@zones.com

Item #	Qty.	Mfr.Name	Description	Manufacturers Part #	Unit Price	Total
A 00344272	4		CA ELECTRONIC WASTE RECYCLING FEE 35IN OR MORE	A 00344272	USD 6.00	USD 24.00
009721557-NEW	4	SAMSUNG ELECTRONICS AMERICA	55INCH/ULTRA-NARROW BEZEL COMMERCIAL LED LCD DISPLAY	VM55B-U	USD 1,430.00	USD 5,720.00
A 03010922	4	SAMSUNG ELECTRONICS AMERICA	2YR EXTENDED WARR 46IN CX-2 / FP-2 / DX-2 / UX-2 S	P-LM-2N2X46H	USD 150.00	USD 600.00
			As per our vendor, these items are currently in stock. Standard ground shipping charges are for the following address: 330 S C St, Madera, CA 93638			

ASK US ABOUT
Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Sub-Total:	**USD 6,344.00**
Estimated Sales Tax:	**USD 486.93**
Shipping:	**USD 182.22**
Grand Total:	**USD 7,013.15**

Visit us on the web:**http://www.zones.com**

Numerous Financing & Leasing Options Available

ZONES LLC
ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, USA 98001
Phone: (800) 419-9663

CERTIFIED as an NMBC MINORITY BUSINESS ENTERPRISE by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT (**"AGREEMENT"**) IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM\TERMSOFSALE (**"TERMS AND CONDITIONS"**), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

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Review and Complete Purchase

Paperless Billing,

Thank you for considering CDW-G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote #	Quote Date	Quote Reference	Customer #
PCTG026	09/30/2024	SAMSUNG W WARRANTY	5938745

Order Details

Item	Qty	CDW #	Unit Price	Ext. Price
Samsung 55" Video wall Display Mfg. Part#: VM55B-U Contract: National IPA Technology Solutions (2018011) 6904534	4	6904534	$1,827.58	$7,310.32
CDW 5 Year Standard Product Protection-Television-Value $1700-$1999.99 Mfg. Part#: CDW2000TVSTESP60D Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011) 6027508	4	6027508	$235.82	$943.28

Subtotal	$8,253.60
Sales Tax	$603.10
Grand Total	**$8,856.70**

Shipping Details

Shipped To:
City Of Madera ATTN: Information Systems
205 W 4th St, Madera, CA 93637-3588

Shipping Method Expeditors Deferred 3-5 Days

Payment Terms Net 30 Days-Govt State/Local

Sales Contact Info

Brian Clouser | (866) 339-4119 | briaclo@cdwg.com

Need Help?

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Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Wayne Patton
Phone:
Fax:
Email: wayne.patton@connection.com

 # 25685607.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 9/26/2024
Valid Through: 10/15/2024
Account #:

Customer Contact: Ari Adams
Email: aadams@madera.gov
Phone: (559) 675-4277
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 1260551 **CITY OF MADERA** ACCOUNTS PAYABLE-FINANCE 205 W 4TH STREET MADERA, CA 93637 US (559) 661-5400	AB#: 23626602 **CITY OF MADERA** MADERA POLICE DEPARTMENT 330 SOUTH C STREET MADERA, CA 93638 US (559) 675-4277

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Heavy Weight Ground	324.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	4	41409382	VM55B-U	55" VM55B-U Full HD LED-LCD Video Wall Display Samsung Monitors -	Samsung Monitors	$ 1,637.53	$ 6,550.12
	2	4	12270075	P-LM-2N1X57A	5-year Fast Track NBD Exch 52-65" Samsung/Services -	Samsung/Services	$ 341.11	$ 1,364.44
	3	1	4779541	4779541	Inside Delivery Service Merrimack Service Handling Fees -	Merrimack Service Handling Fees	$ 80.00	$ 80.00
	4	1	4779533	4779533	Liftgate Service Merrimack Service Handling Fees -	Merrimack Service Handling Fees	$ 100.00	$ 100.00

Subtotal	**$ 8,094.56**
Fee	**$ 0.00**
Shipping and Handling	**$ 500.00**
Tax	**$ 540.38**
Total	**$ 9,134.94**

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address	Remittance Address
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	PO Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: **https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: B-11

SUBJECT:

Electric Vehicle Training and Grant Application

RECOMMENDATION:

Adopt a Resolution approving training with the Kingsburg Truck Center for Electrical Vehicle Maintenance Training and submittal of an application to the San Joaquin Valley Air Pollution Control District for reimbursement of this training through the Remove II Program

SUMMARY:

With the State of California's mandate to convert vehicles from gas-powered to electric-powered, the need has arisen to train staff on maintaining electric vehicles. The Kingsburg Truck Center (KTC) offers classes that will provide specialized electric vehicle maintenance training for five City mechanics and operators on the recently purchased Workhorse all-electric vehicle. This training, for the maintenance and operation of the City's first all-electric truck, is available at a cost of $3,000 per City employee and funding for this training is eligible for reimbursement, up to $15,000, through a grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) Remove II program. Staff further recommends City Council approve the application for reimbursement from SJVAPCD to offset these training costs.

DISCUSSION:

Council approved purchase of a new all-electric utility truck to replace an aging vehicle in the Fiscal Year 2023/2024 budget. An all-electric vehicle presents new technology for the City's fleet, which requires the development of new operating and maintenance procedures. As such, mechanic and operator training are essential for safe, reliable operation and maintenance of this new truck. Additionally, this training is essential for the City mechanics to ensure they have the knowledge and skills required to safely work on the new electric vehicles being mandated by the California Air Resources Board Truck and Bus Regulation. KTC has partnered with the

manufacturer, Workhorse, to provide the necessary operator and mechanic training for this vehicle. The training will be held over two-days (January 2 and 3, 2025) at Fresno City College. Cost of the training will be $3,000 per attendee.

The cost of this training is eligible to be fully offset by a grant from the SJVAPCD through its Remove II program. The grant provides up to $15,000 of funding for the training of up to 5 individuals. Training covers alternative fuel engines, fueling practices, vehicle fuel systems, fuel station components, operational safety procedures, technical/mechanic training, and alternative fuel technology. KTC will prepare the grant application for the City assuming Council approves participation in this training.

Staff is recommending sending a total of 5 City employees (made up of Fleet mechanics and Facilities vehicle users) to the training at a cost of $15,000.

FINANCIAL IMPACT:

There will be no cost to the City for the training as long as the Remove II grant is approved by Council and the SJVAPCD. In the unlikely event that this grant is not awarded by the SJVAPCD, the $15,000 would be paid through existing appropriations within the FY 2024/25 Adopted Equipment Operating Fund budget.

ALTERNATIVES:

As an alternative, Council may direct staff to find training from other sources with fees that may or may not be covered by the SJVAPCD Remove II grant.

ATTACHMENTS:

1. Resolution approving an training with Kingsburg Truck Center for Electrical Vehicle Training and submittal of an application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for reimbursement through the Remove II Program.
2. Remove II grant application

RESOLUTION NO. _____

RESOLUTION APPROVING TRAINING WITH KINGSBURG TRUCK CENTER FOR ELECTRICAL VEHICLE TRAINING AND SUBMITTAL OF AN APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR REIMBURSEMENT FOR ABOVE TRAINING THROUGH THE REMOVE II PROGRAM

WHEREAS, the City of Madera is purchasing an all-electric truck for the Facilities department; and

WHEREAS, the City Council ('Council') approved the purchase in the Fiscal Year 2023/2024 budget; and

WHEREAS, an all-electric vehicle presents new technology for the City's fleet, which requires the development of new operating and maintenance procedures; and

WHEREAS, Kingsburg Truck Center (KTC) is providing electric vehicle maintenance training for mechanics and operators on the new Workhorse all-electric vehicle purchased by the City; and

WHEREAS, training covers alternative fuel engines, fueling practices, operational safety procedures, and technical/mechanic training; and

WHEREAS, cost of the training will be $3,000 per attendee; and

WHEREAS, this training is reimbursable up to $15,000 through a grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) Remove II program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find, and order as follows**:**

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

2. The Council approves sending five City staff to the Kingsburg Truck Center for Electrical Vehicle Training.

3. The Council approves expenditure of $15,000 for the training.

4. The Council approves submittal of an application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for reimbursement through the Remove II Program and authorizes the City Manager to sign all related documents relative to the grant and program.

5. This Resolution shall take effect immediately upon its adoption.

* * *

ALTERNATIVE FUEL VEHICLE MECHANIC TRAINING INCENTIVE COMPONENT
REMOVE II PROGRAM APPLICATION

Application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for incentive funds for the training of mechanics, technicians and related personnel in the proficiency of alternative fuels vehicle or fueling infrastructure technology.

Please provide the following information regarding your proposed training and application. Additional information may be requested during the review process if needed. Applicant acknowledges that award of cash incentive is conditional upon approval of the SJVAPCD and must meet the minimum eligibility criteria.

The applicant will be informed as to whether or not the application meets the minimum qualifications. If the application does not meet the minimum qualifications SJVAPCD staff will provide the applicant with a list of deficiencies. If you have any questions regarding the application process, please contact the SJVAPCD's central region office:

Please submit applications to the following location only. Applications will not be accepted at any other location.

San Joaquin Valley Air Pollution Control District
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244

Central Region
Fresno
(559) 230-5800

✓ CHECK LIST FOR APPLICATION ITEMS ✓

Be sure the following items are included with your application submittal. Check each applicable box below to indicate inclusion of material.

- ☑ Completed Applicant Information Form.
- ☑ Course description or outline of the training in alternative fuel technology provided by the instructional coordinator. Include the cost analysis list or breakdown of training fees.
- ☐ Co-funding information (other public grants or funding sources).
- ☐ Other _____

✓ CHECK LIST FOR ELIGIBILITY CRITERIA ✓

Please check each applicable box to indicate eligibility of proposed alternative fuels training.

☑ The training course program is specifically for the training in the mechanics, operational safety and maintenance of alternative fuels vehicle technology or alternative fuels infrastructure technology.

☑ The training components in alternative fuels technology include:

- ☐ Compressed Natural Gas (CNG)
- ☐ Liquid Natural Gas (LNG)
- ☑ Electric (EV)/Hybrid Vehicle Technology (Heavy-Duty)
- ☐ Hydrogen Fuel Cell (HFC) Technology
- ☐ Fueling Infrastructure (fueling station, storage systems, fuel delivery systems, etc.)
- ☐ Other: _____

☑ The technicians, operational staff and related personnel to participate in the training include:

- ☑ Vehicle or Facility Mechanics
- ☐ Vehicle or Facility Fuelers
- ☑ Vehicle Drivers or System Operators
- ☑ Maintenance Technicians
- ☐ Facility Engineers
- ☐ Department Managers or Trainers
- ☐ Other: _____

☐ The college or institution that will provide the training in alternative fuel technology:

- ☐ California Community Colleges Advanced Transportation Technologies: _____
- ☐ Natural Gas Vehicle Institute
- ☑ Other: Fresno City College

☑ The alternative fuels technology training course includes:

- ☑ Vehicle or Infrastructure Fuel Systems
- ☑ Alternative Fuel Engine Systems
- ☑ Fueling Practices and Procedures
- ☐ Fueling Station Components
- ☑ Operational Safety

- ☑ Driver Training or Operator Training
- ☑ Mechanic Training
- ☑ Maintenance Procedures and Practices
- ☐ General Alternative Fuels Technology Overview
- ☐ Other: _____

☑ The training and equipment location:

- ☐ In-house Training Site Option (operator's site)
- ☑ College/Institutional Training Site Option
- ☐ Other: _____

☑ The training program duration:

- ☑ Workshop Course up to ten (10) consecutive days
- ☐ Semester course
- ☐ Other: _____

☑ Provide a Cost Analysis List stating the separate fees for the course program, instructional materials, equipment and facility costs relative to the number of individuals in the training group.

☑ Provide a detailed course description or outline provided by the training coordinator.

☑ Provide a description of the current training needs of the mechanics and operational technicians.

☑ Provide a description of the organization's alternative fuel fleet and infrastructure composition.

☑ Provide an explanation of how the training will contribute to the development and transition to the incorporation of alternative fuels technology in the fleet or infrastructure operations.

☑ The organization or agency is based within the geographic area of the SJVAPCD and the operational activities of the fleet or infrastructure is within the boundaries of the SJVAPCD.

☑ The organization is actively pursuing measures for the development and transition to alternative fuel technology:

- ☑ The organization is conducting its first major transitional action for the incorporation of alternative fuel technology (first time purchase of alternative fuel vehicles, modification of infrastructure, etc.).

- ☑ The organization is making a substantial incremental change to increase or expand the existing alternative fuel technology in the current fleet or infrastructure operations (purchase additional alternative fuel vehicles, modification/retrofit technology, infrastructure equipment/components, etc.).

Incentive Amounts

Program incentive for alternative fuels technology training will be evaluated on the following standards:

- Training program proposal or course outline description for alternative fuels technology.
- Improvement in the fleet or infrastructure operations for the development and transition to alternative fuel technology.
- Need of the training for mechanics, technicians and related personnel.
- Not to exceed $15,000 per application. In addition, the maximum incentive is $15,000 per fiscal year to an organization.

ALTERNATIVE FUELS MECHANIC TRAINING
REMOVE II PROGRAM APPLICATION

A.	APPLICANT INFORMATION

Organization: **City of Madera**

Contact name: **Randy Collin**

Person with contract signing authority: **Mr. Arnoldo Rodiguez**

Street/mailing address: **1030 S. Gateway Drive**

City: **Madera**	State: **CA**	Zip code: **93637**
Phone: (**559**) **661-5402**	Fax: ( )	
E-mail: **arodriguez@madera.gov**	Mobile Phone: ( )	

Geographic area served by organization:
City of Madera

Geographic area to be served by the alternative fuels technology training (if different than above):
Same

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge, and that I have read the separate Guidelines, Policies and Procedures document for this program component.

Printed Name of Responsible Party: **Mr. Arnoldo Rodriguez**	Title: **City Manager, Madera CA**
Signature of Responsible Party: (Must sign in **BLUE INK ONLY**)	Date:

INFORMATION ABOUT THE TRAINING PROGRAM

All requested information below must be provided.

B.	GENERAL INFORMATION ABOUT TRAINING PROGRAM		
1.	Funding dollars requested ($): **$15,000.00**	2.	Total project cost: **$15,000.00**
3.	Educational institution or college training program and address (street address, city, state, zip, and phone number): **Fresno City College** **1101 East University Ave** **Fresno, CA 93741** **(559) 442-8200**		
4.	Course training topics and description: **This comprehensive training program is designed to provide fleet operators, mecha and administrative staff with the essential skills and knowledge needed to success transition to electric vehicle (EV) technology. Each module builds on key concepts practical skills that are critical for managing and maintaining an EV fleet.** **The program includes:** **Module 1: Introduction to Electric Vehicles** **Understanding the difference between miles per gallon (MPG) and cost per kilowatt (kWh)** **Calculating total cost of ownership from ICE vehicles to EVs** **Basics of electricity for EVs, including amps, volts, AC vs. DC currents, and regene braking**		
5.	Training coordinator contact information (street address, city, state, zip, and phone number) such as course instructors and/or program director: **Workhorse Group** **3600 Park 42 Dr., Suite 160 E** **Sharonville, OH 45241** **Kelly Kiger Kelly.Kiger@workhorse.com**		
4.	Total number of technicians to be trained: **5**	5.	Cost per technician (student) to be trained: **$3000.00**
6.	Provide the address location (street address, city, state, zip, and phone number) for the training and identify if the course will be conducted from on-site business operations or from educational facility: **The training will be held at:** **Fresno City College** **1101 East University Ave** **Fresno, CA 93741** **(559) 442-8200**		

7.	Date of the scheduled course and the duration of the training (workshop days or semester): **January 2-3rd 2025**
8.	Additional funding sources solicited and amounts, if available: **None**

C.	INFORMATION OF THE FLEET AND INFRASTRUCTURE
1.	Number and description of alternative fuel vehicles currently in the fleet: **1 Workhorse W4CC**
2.	Proposed expansion or modification to the current alternative fuel fleet: **The City of Madera currently operates a Workhorse W4CC electric vehicle as part o initial steps toward building an alternative fuel fleet. This vehicle supports the city's commitment to meeting California's alternative fuel and zero-emission fleet regulati aimed at reducing greenhouse gas emissions and enhancing environmental sustainability. To further comply with these regulations, Madera is actively working toward expanding its EV fleet by purchasing additional electric vehicles that will gr replace older, internal combustion engine vehicles in the city's operations. Currently, Madera relies on public and limited in-house charging infrastructure to s its single Workhorse W4CC, but as the fleet grows, the city plans to invest in additi charging stations. This expanded infrastructure will likely include a mix of Level 2 a potentially Level 3 fast chargers, enabling the city to efficiently meet the charging demands of a larger EV fleet. Through these efforts, Madera is building a more sustainable and resilient transportation system that aligns with California's regulat goals and supports cleaner air and lower emissions in the region.**
3.	Description of current alternative fuel infrastructure: **Currently, Madera relies on public and limited in-house charging infrastructure to s its single Workhorse W4CC, but as the fleet grows, the city plans to invest in additi charging stations. This expanded infrastructure will likely include a mix of Level 2 a potentially Level 3 fast chargers, enabling the city to efficiently meet the charging demands of a larger EV fleet. Through these efforts, Madera is building a more sustainable and resilient transportation system that aligns with California's regulat goals and supports cleaner air and lower emissions in the region.**

4.	Proposed expansion or modification to the current alternative fuels infrastructure: **Expanded infrastructure will likely include a mix of Level 2 and potentially Level 3 f chargers, enabling the city to efficiently meet the charging demands of a larger EV Through these efforts, Madera is building a more sustainable and resilient transpor system that aligns with California's regulatory goals and supports cleaner air and l emissions in the region.**

Alternative Fuel Vehicle Mechanic Training Incentive Component - Remove II Program Application

Provide a Cost Analysis List stating the separate fees for the course program, instructional materials, equipment and facility costs relative to the number of individuals in the training group.

Budget Item	Cost per Applicant	Total
Course Program Fees	**$2,500.00 x5**	**$12,500.00**
Instructional Materials	**$500.00 x5**	**$2,500.00**
Equipment Costs	**$ Included**	**$ Included**
Facility Costs	**$ Included**	**$ Included**
Total Costs	**—----------**	**$15,000.00**

Provide a detailed course description or outline provided by the training coordinator.

This comprehensive training program is designed to provide fleet operators, mechanics, and administrative staff with the essential skills and knowledge needed to successfully transition to electric vehicle (EV) technology. Each module builds on key concepts and practical skills that are critical for managing and maintaining an EV fleet. Through these targeted modules, participants will gain the skills and confidence needed to adopt and manage EV technology efficiently, supporting the transition to sustainable fleet operations.

Course Modules:

Module 1: **Introduction to Electric Vehicles**

a. **The difference between Miles Per Gallon and Cost per KWH**
    i. How to understand the Total Cost of Ownership from your original ICE vehicle to Electric vehicle
    ii. Real world examples
    iii. How to calculate this for your fleet
b. **Intro to Electricity for EV's**
    i. Amps vs Volts
    ii. Alternating Current and Direct Current

iii. Regenerative braking
    1. Why this is important
    2. How to optimize your SOC through regenerative braking

c. Charging & Infrastructure

i. What is a handshake?
ii. Making sure your charger can handshake with your choice of EV
iii. Level 1, 2 & 3 charging
iv. Public vs Private Charging
    1. What suits your fleet the best
v. Different brands and types of chargers
    1. Performance reports on chargers
vi. How much power do you have at your site?
    1. Who is your provider and what to expect for an infrastructure upgrade
    2. Alternative charging options while you wait for you site upgrade

d. Navigating steep grades

2. **Module 2**:
    a. Seeing the physical chargers, identifying charging ports and plugs
        i. J1772, CCS1, CHDMO and Tesla Chargers
    b. Regenerative braking training in the vehicle
        i. Introduction to 1 pedal driving
        ii. Understanding how to maximize regenerative braking while driving
    c. Hands on Driving - We will utilize 5 vehicles and take one person out at a time
3. **Module 3**: **Introduction to Safety with Electric Vehicles**
    a. What are the risks and dangers of maintenance on EV's
    b. Practicing good safety habits, proper safety procedures on EV's
    c. Identifying proper PPE (Personal Protective Equipment) for vehicles in your fleet
    d. Testing your equipments
    e. Identifying the components of an electric vehicle
    f. Understanding the battery
    g. What is SOC
    h. Safety in the shop
    i. How and where to train your staff
4. **Module 4**: **Safety**
    a. A full-length hands on training and step by step guide on the above safety protocols and best practices for operating and maintaining electric vehicles
5. **Module 5: Introduction to ACF Rules and Funding for EV's**
    a. Current ACF Rules and Regulations
        i. Identifying fleet size
        ii. MIlestone vs Model Year Schedule
        iii. High Priority Fleets, Local State and Government Fleets, Federal Fleets

Provide a description of the current training needs of the mechanics and operational technicians.

The City of Madera's transition to a zero-emission vehicle (ZEV) fleet has created critical training needs for mechanics and operational technicians to ensure the effective and safe maintenance of these vehicles. As the city integrates more alternative fuel vehicles, especially electric and potentially fuel cell vehicles, mechanics and technicians require specialized training in several key areas:

Key Training Needs:

1. Driver Training:

- Understanding the fundamental differences between internal combustion engine (ICE) vehicles and EVs.
- Learning techniques for efficient driving and energy conservation.
- Familiarity with EV-specific features such as regenerative braking and one-pedal driving.

2. Mechanic Maintenance Knowledge:

- Technical training on EV maintenance and repair.
- Safety protocols for working with high-voltage systems and components.
- Diagnostic procedures for EV-specific issues.

3. Administrative Knowledge:

- Planning and managing EV charging infrastructure.
- Navigating regulatory requirements and incentives.
- Cost analysis and total cost of ownership calculations for fleet managers.

Provide a description of the organization's alternative fuel fleet and infrastructure composition.

The City of Madera currently operates a Workhorse W4CC electric vehicle as part of its initial steps toward building an alternative fuel fleet. This vehicle supports the city's commitment to meeting California's alternative fuel and zero-emission fleet regulations, aimed at reducing greenhouse gas emissions and enhancing environmental sustainability. To further comply with these regulations, Madera is actively working toward expanding its EV fleet by purchasing additional electric vehicles that will gradually replace older, internal combustion engine vehicles in the city's operations.

Currently, Madera relies on public and limited in-house charging infrastructure to support its single Workhorse W4CC, but as the fleet grows, the city plans to invest in additional charging stations. This expanded infrastructure will likely include a mix of Level 2 and potentially Level 3 fast chargers, enabling the city to efficiently meet the charging demands of a larger EV fleet. Through these efforts, Madera is building a more

sustainable and resilient transportation system that aligns with California's regulatory goals and supports cleaner air and lower emissions in the region.

Provide an explanation of how the training will contribute to the development and transition to the incorporation of alternative fuels technology in the fleet or infrastructure operations.

This comprehensive training, tailored to the needs of our drivers, mechanics, and administrative staff, is crucial to ensure our team's safety and readiness. It will equip our maintenance technicians with the skills and confidence needed to perform safe and effective repairs, prepare primary operators to conduct daily inspections, and guide the city in acquiring the appropriate tools and equipment for EV maintenance.

By participating in this training, Madera will be well-prepared to integrate EVs into our fleet operations, enabling us to meet California's regulatory standards, improve operational efficiency, reduce costs, and contribute to environmental sustainability. As part of our commitment to supporting California's goals of reducing greenhouse gas emissions and improving air quality—especially in the San Joaquin Valley—this training will empower our team to expand and manage our alternative fuel fleet confidently. This marks an important step toward building a cleaner, healthier, and more resilient transportation system for our community.

Class 4-5 Work Truck EV Training; Instructor Credentials

Tim Dunsmore
Tim Dunsmore brings a wealth of experience in electric vehicle technology to his role as a training instructor. With 37 years in the automotive industry, Tim has specialized in advanced electric vehicle systems since 2011 when he received training in battery electric vehicles (BEVs). He has also been hybrid vehicle-trained since 2007, demonstrating an extensive background in alternative fuel vehicles. Since joining Workhorse in 2017, Tim has leveraged his expertise to support the company's electric vehicle initiatives, further strengthened by his Advanced ASE L1 and L3 certifications and high standards in electrical safety, underscored by his NFPA 70E certification and Underwriter Laboratories Professional certification earned in 2022.

Bryan Dicus
Bryan Dicus, with over 20 years in the automotive industry, has developed significant expertise in electric vehicle technology, particularly since joining Workhorse in 2018. He became certified in high-voltage electrical safety levels 1 and 2, addressing essential safety practices for electric vehicles. His ASE certifications, along with specialized training in hybrid vehicles since 2015 and battery electric vehicles since 2018, position him as a knowledgeable instructor in both vehicle maintenance and safe handling of high-voltage systems.

Steve Conrad
Steve Conrad brings over a decade of direct experience with electric vehicle training, having designed, developed, and implemented comprehensive training programs for operators and technicians of both hybrid and fully electric vehicles. In his role as Manager of Customer Success and Training at Workhorse Technologies, Steve has also created user manuals and video guides specifically for EV operators, helping to build essential resources that facilitate EV adoption and safe operation. His hands-on experience extends to establishing companywide safety standards and emergency procedures, making him a valuable leader in ensuring safety and compliance in electric vehicle operations.

Wes Lowe
As Owner and Partner at Kingsburg Truck Center since 2009, Wesley Lowe has spearheaded numerous projects focused on electric vehicle (EV) technology and zero-emission commercial transportation. His expertise spans the development of Class 4-6 electric utility service trucks, equipped with innovative features like battery-operated compressors and welders, which showcase his commitment to advancing sustainable vehicle solutions. Over the past two years, Wesley has dedicated himself to pioneering zero-emission vehicle options for the commercial sector, working closely with municipalities, utility companies, and local businesses to implement EV technologies effectively.

Wesley's hands-on experience in designing, marketing, and deploying electric vehicles and his participation in over 70 public events focused on zero-emission technology underline his leadership in the EV space. His deep industry knowledge and practical understanding of EV infrastructure and applications provide a solid foundation for training future EV operators and mechanics.

Each instructor combines practical expertise in electric vehicle technology with specialized training in safety and high-voltage systems, bringing invaluable insights and instruction to the training program.

REPORT TO CITY COUNCIL

Approved by:

Justin Macomb

Assistant Chief Justin Macomb

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20,2024

Agenda Number: B-12

SUBJECT:

Accepting Donation of $4,000 from Force of Nature Activist Union for the Fire Department

RECOMMENDATION:

Adopt a Resolution accepting $4,000 from Force of Nature Activist Union and deposit of said monies into the Fire Department Fiscal Year 2024/25 Budget

SUMMARY:

The Fire Department received a donation of $4,000 from Force of Nature Activist Union. Staff recommends appropriating the funds into the Fire Department Fiscal Year 2024/25 budget for expenditure.

DISCUSSION:

On October 8, 2024, Councilwoman Mejia was contacted by Jaden Randhawa, President of the student-led non-profit Force of Nature Activist Union (FONA), with an offer to donate $4,000 to the City's Fire Department. FONA is dedicated to advancing environmental issues and community engagement to promote improved environmental policies.

On November 6, 2024, Fire Station 56 hosted Mr. Randhawa, members of FONA, and other respected community members for an official check presentation. Mr. Randhawa, currently a junior at Livermore High School, has shown exemplary dedication and hard work through this donation, demonstrating a deep commitment to community values. The City and the Fire Department are both grateful and humbled by this generous act of kindness.

FONA has placed no restrictions on the use of these funds. While no specific plans have been identified at this time, staff anticipates utilizing the funds for community-related activities, such as purchasing stickers, bikes, swag for children, backpacks, or other items that could be used at

community events. The Fire Department requests that the $4,000 be deposited into a designated account for future use in ways that will benefit the community through charitable action.

FINANCIAL IMPACT:

This amendment aims to formally recognize the corresponding revenue of $4,000. The funds will be deposited into the Fire Department FY 24/25 Budget account 10202500-4301 to be used at a future date for a community chartable action.

ALTERNATIVES:

1. Council may choose to provide specific direction on how the $4,000 donation from FONA should be utilized to benefit the community.
2. Council may elect not to accept the donation. Should this option be chosen, staff will initiate the process of returning the funds to the Force of Nature Activist Union (FONA).

ATTACHMENTS:

1. Resolution - Accepting Donation Amount of $4,000 by Force of Nature Activist Union
2. Resolution -Budget Adjustment
    a. Exhibit A Budget Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING $4000 IN DONATION FUNDS FROM FORCE OF NATURE ACTIVIST UNION

WHEREAS, Force of Nature Activist Union has donated $4,000.00 to the Fire Department; and

WHEREAS, The City supports the Fire Department in accepting these funds; and

WHEREAS, Force of Nature Activist seeks to improve the environment through community engagement; and

WHEREAS, the monies would be used for community chartable action;

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 $4,000 donation provided by Force of Nature Activist Union is accepted.
3. This resolution is effective immediately upon adoption.

*** * * * * * ***

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2024/25 BUDGET APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATING TO THE $4,000 DONATION MADE BY FORCE OF NATURE ACTIVIST UNION

WHEREAS, the City Council previously adopted a City-wide Budget for 2024/25 Fiscal Year; and

WHEREAS, the City of Madera has received a donation of $4,000; and

WHEREAS, the donation is from Force of Nature Activist Union; and

WHEREAS, the donation will be used towards community charitable activities, as directed by the Fire Department.

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 donation are approved.
3. The donation shall be deposited according to Exhibit A.
4. 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.
5. This Resolution is effective immediately upon adoption.

*****

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 24-_____

Budget Adjustments for Fiscal Year 2024/25

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund	10202500	4301	Donations		$ 4,000
	10202500	6470	Funding to Outside Agencies	4,000	
				$ 4,000	$ 4,000

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: D-1

SUBJECT:

Law Enforcement Services Agreement with the Madera Unified School District

RECOMMENDATION:

Adopt a Resolution approving a Law Enforcement Services Agreement between the Madera Unified School District and the City

SUMMARY:

The Madera Unified School District (MUSD) and the City have maintained a collaborative relationship to ensure law enforcement services are provided to MUSD campuses. The previous agreement covered the period from August 25, 2020, through the last day of the 2023-2024 MUSD school year. MUSD seeks to extend this arrangement for an additional three years. Under the proposed Law Enforcement Services Agreement, MUSD will reimburse the City for the salary, benefits, and overtime of three assigned officers.

DISCUSSION:

The action contemplated herein is a continuation of previous agreements, in which MUSD reimbursed the City the salary and benefits, along with vehicle maintenance and replacement costs, of three sworn officers assigned to provide law enforcement services to MUSD schools within the City limits. MUSD has requested to continue the partnership with the City.

The proposed Agreement contains minimal adjustments from the previous agreement. In the previous agreement the City had the option to provide a third officer to MUSD. The proposed agreement includes:

- A third officer throughout the term of the agreement.

- Language related to use MUSD facilities for Police Department training. The current process for using MUSD facilities requires the City to acknowledge and accept the Rules and Regulations Governing the Use of MUSD (Facilities Use Agreement) for each individual facility request. Including it in the proposed Agreement will streamline the approval process for City staff. The Facilities Use Agreement is provided as Exhibit B to the proposed Agreement.

The proposed Agreement term is July 1, 2024, through June 30, 2027, comprised of three, one-year periods of July 1 to June 30. Table 1 provides a summary of the existing agreement and the proposed Agreement.

Table 1: *Comparison of agreements between the City and MUSD*

Item	Existing agreement	Proposed Agreement
# of Police Officers	2, plus an option for a 3rd	3
Full Salary & Benefits included?	Yes	Yes
Estimated payment from MUSD to City	$416,403	$426,000
Administrative overhead costs included?	No	No
Vehicle maintenance and replacement costs included?	Partial. 50%	Partial. 50%
Vehicle fuel included?	No	No
Equipment included?	No	No

As shown in Table 1, MUSD will reimburse the City 50 percent of annual vehicle maintenance costs and vehicle replacement costs of the vehicles utilized by the assigned officers. Only half of vehicle maintenance and replacement costs are covered by MUSD due to the marked patrol vehicles being utilized in other capacities by the City. Marked patrol vehicles utilized by the assigned officers are also used during weekend and night shifts, resulting in half of the maintenance and replacement costs falling under the responsibility of the City. Furthermore, as noted in Table 1, MUSD will not reimburse the City for vehicle fuel or equipment. In addition, it is important to note that the agreement does not include administrative overhead, resulting in some costs being absorbed by the City.

Officer's Duties

The assigned sworn officers are responsible for providing a specific presence during normal school hours and events to prevent and deter criminal activity on and near school campuses. In addition, they often assume the duties of mentoring and building positive relationships with the youth. MUSD, the City, and the community have experienced positive outcomes through the assignment of officers to school campuses including, enhanced safety, increased emergency response and preparedness, and increased school zone traffic safety.

FINANCIAL IMPACT:

MUSD reimburses the City for the actual cost of salary, benefits, and school organized overtime for the assigned officers and therefore does not burden the City financially. However, it is important to note that MUSD only covers 50 percent of vehicle maintenance and replacement costs for marked patrol vehicles utilized by the assigned officers. In addition, MUSD does not cover administrative overhead, resulting in these costs being absorbed by the City.

Table 2 provides a summary of historical payments collected by the City under the previous agreement compared to the anticipated revenue in the first year of the proposed Agreement.

Table 2: *Historical reimbursement payments from MUSD to the City*

FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
$276,305	$483,203	$578,044	$416,403

All figures in the table above represent total reimbursement provided to the City since the inception of the existing agreement. Total reimbursement fluctuates year to year based on the actual salary and benefits of an assigned officer, the amount of overtime hours worked, and vehicle maintenance and replacements costs. Under the proposed Agreement, staff estimates the cost of salary and benefits for 3 assigned officers at $426,000. Regardless of estimations, MUSD will reimburse the City the actual cost of the assigned officers, including school organized overtime events, and 50 percent of vehicle maintenance and replacement costs of marked vehicles utilized by assigned officers.

ALTERNATIVES:

Council may decline the proposed Agreement, ceasing the City's partnership with MUSD. Furthermore, Council may request additional information.

ATTACHMENTS:

1. Resolution approving an Agreement with MUSD
2. Exhibit A – Law Enforcement Services Agreement
3. Exhibit B – Facilities Use Agreement

RESOLUTION NO. 24- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LAW ENOFORCEMENT SERVICES AGREEMENT BETWEEN THE MADERA UNIFIED SCHOOL DISTRICT AND THE CITY OF MADERA

WHEREAS, the Madera Unified School District (MUSD) has sought law enforcement services for school campuses within MUSD and the City's jurisdiction; and

WHEREAS, the City is equipped with the personnel and resources to provide 3 assigned officers to MUSD; and

WHEREAS, MUSD will reimburse the City for law enforcement services provided to MUSD; and

WHEREAS, the agreement is comprised of three, one-year periods of July 1 to June 30; and

WHEREAS, the City and MUSD have drafted a Law Enforcement Services Agreement that is in the best interest of both parties.

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

1. The foregoing recitals are true and correct.

2. The Law Enforcement Services Agreement with MUSD, a copy of which is attached hereto as Exhibit A, is approved.

3. The Madera Unified School District Facilities Use Agreement, a copy of which is attached hereto as Exhibit B, is approved

4. The City Manager is authorized to execute the Agreement.

5. This resolution is effective immediately upon adoption.

******

EXHIBIT A

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE MADERA UNIFIED SCHOOL DISTRICTAND THE CITY OF MADERA

This Law Enforcement Services Agreement ("Agreement") is entered into between the MADERA UNIFIED SCHOOL DISTRICT, an independent public agency ("DISTRICT") and the CITY OF MADERA, a California general law city ("City"). The District and the City are collectively referred to as the "Parties". This Agreement shall be effective on the date signed by MADERA UNIFIED SCHOOL DISTRICT which shall occur after execution by City ("Effective Date").

RECITALS

A. District desires to obtain Law Enforcement Services from the City.

B. City is able to perform the requested Services and is engaged in the business of furnishing such services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, District and City agree as follows:

DEFINITIONS

"Additional Officers": Sworn Law Enforcement personnel not otherwise assigned to Madera Unified Law Enforcement activities

"Assigned Officer": Sworn Police Officer designated to Madera Unified Law Enforcement activities

"Extended Duration Absence": Absence of Assigned Officer for more than forty (40) consecutive work hours

"Short Duration Absence": Absence of Assigned Officer not to exceed forty (40) consecutive work hours

"Substitute Officer": Sworn Police Officer designated to Madera Unified Law Enforcement activities in the absence of Assigned Officer

AGREEMENT

1. Scope of Services. City shall perform, to the satisfaction of the District in accordance with this Agreement, the Services described in the "Scope of Services". City shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

(a) Assigned Officer. The City agrees to assign three (3) police officers to provide law enforcement services to the District at school sites within the Madera Police Department's jurisdictional boundaries for the Contract Term as defined in Section 2 of this agreement. City agrees that the services rendered by the Assigned Officers under this contract are in addition to baseline police services provided through City's normal service delivery.

(b) Selection of Assigned Officers. The Parties agree to work cooperatively to select appropriate officers to fulfill the duties set forth in this Agreement. The Parties agree that the City Police Chief and District Superintendent, or his/her designee, are the designated personnel to select the Assigned Officers to perform under this Agreement. The Parties further agree that the District shall be able to request the replacement of any Assigned Officer. Such a request shall be made by the District Superintendent, or his/her designee. The City Police Chief shall review any such request from the District to replace the Assigned Officers and will advise the District Superintendent of his/her decision.

(c) Duties and Responsibilities. Duties and responsibilities of the Assigned Officers shall include, but not be limited to, the following:

(i) Prevention and deterrence of criminal activity on and/or near school campuses;

(ii) Investigation of alleged criminal offenses occurring, in or near school campuses;

(iii) Provision of technical and informational assistance to schools and personnel relative to law enforcement activity and crime prevention;

(iv) Reporting relevant contacts with pupils, parents, staff and community members to the District on a regular basis through verbal and or written communication; and

(v) Other law enforcement and public relations duties as reasonably appropriate, subject to approval by the Police Chief.

(d) Direction and Supervision by District. The Assigned Officers shall receive only general direction from the Districts' Executive Director of Student and Family Support Services, or his/her designee, including assignment for coverage of specific school functions, or specific school sites, at specific times, at any school site within the City of Madera Police Department's jurisdictional boundaries.

(e) Assigned Officer's Schedule. The Parties agree to work cooperatively to create and maintain a schedule of work hours for the Assigned Officers.

(i) Adjustments or modifications to an Assigned Officer's schedule which are necessary to carry out or accommodate various assignments shall be made in advance by at least five (5) days notice, with agreement from both the District and City Police Commander not unreasonably withheld.

(ii) In order to ensure the minimal response time to engage in law enforcement activities for the safety of the District's personnel and students, the Assigned Officers shall at all times, unless otherwise expressly permitted herein, remain on or near a District site during his or her scheduled time.

(f) Absence.

(i) Short Duration Absence. It is understood that the City will not provide a Substitute Officer in the event of a short duration absence of an Assigned Officer resulting from routine training, illness, vacation and other leave authorized by the police department. The Assigned Officer shall provide the District with sufficient notice in writing of a short duration absence in order to facilitate District activities.

(ii) Extended Duration Absence. In the event of an extended duration absence, the City shall provide a Substitute Officer to fulfill the Assigned Officer's duties contemplated by this Agreement for the period of time that the Assigned Officer is unavailable. In the event that sufficient personnel do not permit this assignment as determined by the Police Chief, the District shall not be obligated to compensate the City as otherwise provided in Section 3. The Assigned Officer shall provide the District with sufficient notice in writing, when feasible, of an extended duration absence.

(iii) Officer Use for Training, Mutual Aid Requirements, and Extraordinary Situations and Emergencies. The District recognizes that the Assigned Officer may occasionally be away from his or her regular assignment due to training requirements or to fulfill law enforcement mutual aid requirements, including for extraordinary situations and emergencies. The Parties agree that the City shall retain the ability to use the services of the Assigned Officer at the District's expense to fulfill these law enforcement mutual aid requirements, for extraordinary situations and emergencies, and for other than normal and routine duties requested by and associated with District business.

(g) Compliance with Law and Policies. In all circumstances, the Assigned Officer and any Substitute Officer shall follow all applicable federal, state, and local legal requirements, as well as the policies and procedures of the City and City of Madera Police Department.

(h) Conditions of Employment. Except as specifically included in this Agreement, the City retains full authority and responsibility for conditions of employment, including but not limited to appropriate disposition of citizen complaints, disciplinary actions and evaluation of performance and agreement of schedules to be worked. All public complaints of inappropriate Assigned Officer or Substitute Officer conduct and behavior shall be referred directly to the City Police Commander.

(i) District Evaluation of Assigned Officer's Performance. Notwithstanding Paragraph (h) above, the District shall provide the City Police Commander with its own written evaluation of an Assigned Officer's performance at his/her request. The District shall also immediately report to the City Police Commander any behavior or conduct by an Assigned

Officer or Substitute Officer that appears to violate the terms and conditions, or the spirit and intent, of this Agreement. The City may request mid-year performance reports and will provide at least two weeks (2 weeks) notice of such requests for input.

(j) Use of Additional Officers. In some instances, the District may require one or more Additional Officer(s) for planned events and/or activities associated with other District services or events ("Events"). The Parties understand that, should such Events arise, the District shall request the support of an Additional Officer or Officers from the City in a timely manner. The City will provide the Additional Officer(s) so long as such personnel is available at the time of the request.

2. Commencement of Services; Term of Agreement. This Agreement shall be effective after being adopted by the Madera Unified Board of Education and the Madera City Council and executed by the City and District. The Contract Term shall be July 1, 2024, to June 30, 2027, comprised of three one-year periods of July 1 to June 30. Each one-year period is also referenced as "Contract Year" under this Agreement. If a new agreement is not in effect on July 1, 2027, the District Superintendent may make a written request to the Police Chief to extend the agreement on a month-to-month basis, not to exceed six, one-month extensions.

3. Compensation for Services. Pursuant to this Agreement, the District shall pay the City for the following costs associated with the provision of law enforcement services during the Term and each subsequent Contract Year, unless modified in writing and agreed to by both the City and District:

(a) Pay and Benefits of Assigned Officers, Substitute Officers, Additional Officers. The District shall reimburse the City for the Assigned Officer's, Substitute Officer's, Additional Officers' (collectively "Officers") actual pay, including Overtime and benefits provided by the City to the Officers as provided by law or through any applicable labor agreement. The total cost to the District for the actual pay and benefits of the three (3) currently Assigned Officer's for the first Contract Year is currently estimated to be four hundred and twenty-six thousand dollars ($426,000). However, cost associated with the Assigned Officers, Substitute Officers, or Additional Officers will be dependent on individual Officers compensation rates and reimbursement will be at actual cost. Changes to the compensation of the Officers, pursuant to Madera Police Officer's Association Memorandum of Understanding (MPOA MOU) or applicable wage and hour law, shall be reflected in the total cost billed to the District.

(i) The City will notify the District by June 1st of each year of this agreement of the anticipated annual cost for the Assigned Officers for the upcoming Contract Year.

(ii) The City will provide notification to the District of any changes to the anticipated annual cost as soon as is practicable should the compensation be adjusted mid-Contract Year through collective bargaining or legal mandates.

(iii) Overtime eligible hours and compensation are defined pursuant to the MPOA MOU. Overtime hours accrued as Compensatory Time Off but not paid to the Officers shall be reimbursed by the District at such time as the Officers take the accrued time as compensation. Parties acknowledge that these banked hours are used at the discretion of the officer and cashed out once each year pursuant to the MPOA MOU.

(b) Marked Patrol Vehicles. The District shall pay fifty percent (50%) of the annual fiscal year costs, as determined by the City, to provide vehicle maintenance for a marked patrol vehicle to be used by the Assigned Officers, Substitute Officers, or Additional Officers in his/her performance of this Agreement. The District shall also pay fifty percent (50%) of the cost of replacement, excluding equipment, for the marked patrol vehicle to be used by the Assigned Officers, Substitute Officers, or Additional Officers in his/her duties for the District, as determined by the City and based upon the most recent vehicle purchase price, so long as the City continues to provide the marked patrol vehicle for District purposes.

(c) Accounting of Costs. The City shall provide the District with an accounting of all costs contemplated in Section 3 on a quarterly basis. The invoice for services shall be sent to the District Superintendent. If the District Superintendent identifies a discrepancy, the District Superintendent shall contact the City Police Chief within ten (10) days of the date of the invoice.

(d) Liability for Additional Costs. The District shall not be liable for any expenses or costs incurred by the City except as specifically provided for in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the District Superintendent. Similarly, the City shall not be liable for any expenses or costs incurred by the District and not specifically set forth in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the City Police Chief.

(e) Invoices, How and When Payable. District shall make payment no later than thirty (30) days after receipt of invoice from the City. Payment shall be made to City Finance Department as indicated on said invoice.

4. City Use of District Facilities for Training. District agrees that during the Term of Agreement, City may request use of District facilities for staff training purposes.

(i) City will provide requests for use of facilities at least fourteen (14) days in advance of requested use by email to the District's Deputy Superintendent. Requests will include the specific facility requested, date(s) of use, start and stop time of use, and any special facility needs.

(ii) City acknowledges and accepts Rules and Regulations Governing the Use of Madera Unified School District Facilities, provided as Exhibit A and incorporated herein.

(iii) City will provide District proof of General Liability insurance for facility use for training during the Term of the Agreement listing District as additional insured. Said policy will provide not less than $2,000,000 per occurrence,

naming Madera Unified School District and its employees as Additional Insureds for facility use. Such coverage will be primary and non-contributory. Additionally, City will provide District with proof of Worker's Compensation coverage as required by California law, including waiver of subrogation. District recognizes that City is self-insured through a Joint Powers Authority (JPA) and certificates will be issued by the JPA to confirm coverage as described herein.

5. Independent Contractor Status. City shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of District. Nothing contained in this Agreement shall be deemed to create any contractual relationship between District and City's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to City's employees, any claim or right of action against District. Neither the District nor any of its employees shall have any control over the manner, mode, or means by which City or its agents or employees perform the services under this Agreement.

6. Qualifications, and Professional Standards. City represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, City shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of City under this Agreement. City also expressly represents that City are now and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. City shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

7. Conflicts of Interest. City warrants that neither City nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the District, or which would in any way hinder City's performance of services under this Agreement. City covenants that no person having any such interest shall perform the Services under this Agreement.

8. Termination of Agreement. This Agreement may be terminated as follows:

(a) Termination by City. City may terminate this agreement at any time with thirty (30) days written notice to District Superintendent.

(b) Termination by District. District shall provide written notice to City Police Chief by March 1 of any Contract Year should District desire to terminate services for the next Contract Year.

(c) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(d) Compensation to City Upon Termination. In the event termination is not due to fault attributable to City and provided all other conditions for payment have been met, City shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of City's compensation has not become due, City shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to City's failure to perform in accordance with the terms of this Agreement through no fault of District, District may withhold an amount that would otherwise be payable as an offset to District's damages caused by such failure.

9. Insurance. It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities.

10. Indemnity and Defense. Indemnity. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

In the event of concurrent negligence on the part of District or any of its officers, directors, trustees, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for

such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

11. Compliance with All Laws. City shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, City shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:
Todd Lile, Superintendent
Madera Unified School District
1902 Howard Road
Madera, CA 93637
Email: toddlile@maderausd.org

To City:
Arnoldo Rodriguez, City Manager
City of Madera
205 West Fourth
Madera, CA 93637
Email: arodriguez@madera.gov

Giachino Chiaramonte, Chief of Police
Madera Police Department
330 South C Street
Madera, CA 93638
Email: gchiaramonte@madera.gov

Josiah Arnold, Police Commander
Madera Police Department
330 South C Street
Madera, CA 93638
Email: jarnold@madera.gov

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

13. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between District and City, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this Agreement. This Agreement may be amended only by written instrument signed by both District and City.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. District. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

16. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

17. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by District and City in the County of Madera,

California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

19. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

20. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

21. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

22. Non-Discrimination. City shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any City employees or applicants for employment. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[**SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and City have executed this Agreement on the date(s) set forth below.

MADERA UNIFIED SCHOOL DISTRICT

By: _____
Lucy Salazar, Board President

Date: _____

_____
Federal Tax I.D. No.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

EXHIBIT B

MADERA UNIFIED SCHOOL DISTRICT

1205 S. Madera Avenue, Madera, CA 93637 • Phone (559) 675-4548 • FAX (559) 675-4608

Approved: ☐ Yes ☐ No

PERMIT APPLICATION FOR USE OF SCHOOL FACILITIES

Permit Applications must be completed two (2) weeks in advance and approved by the Facilities Planning Department.

Name of Applicant/Organization: _____

Billing Address: _____ City: _____ State: _____ Zip:_____

Email: _____ Phone: _____

Non-Profit ☐ Yes ☐ No Non-Profit ID: _____

School Site Requested: _____ Facility/Rooms Requested: _____
(Please list each room desired)

Will kitchen or Snack Bar be used ☐ Yes ☐ No Start Time: _____ AM / PM End Time: _____ AM / PM
(Times should include arrival to departure time)

A District assigned Child Nutrition staff member will be assigned for kitchen use.

Type of Activity/Meeting: _____ Estimated Number Attending: _____

Donations Solicited: ☐ Yes ☐ No Admission/Registration Fees Charged: ☐ Yes ☐ No

Single Date requested: _____ Start Time: _____ AM / PM End Time: _____ AM / PM
(Month/Day/Year) (Times should include arrival to departure time)

Recurring Schedule - Start Date: _____ End Date: _____
(Month/Day/Year) (Month/Day/Year)

Start Time: _____AM / PM End Time: _____ AM / PM
(Times should include arrival to departure time)

☐ Weekly ☐ Monthly: ☐ Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun Notes:_____

Multiple Dates and Times:

_____

_____

Special Set-up Needs or Instructions (audio, video, tables, chairs, etc.):

_____

_____

Statement of Information -

The undersigned, as duly authorized representative for _____
states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school facilities/property, upholds and defends the Constitution of the United States of America and the State of California.

The undersigned applying for the use of school facilities/property on behalf of any society , group or organization, shall be a member of such applicant group and have authorization from the applicant group to make request for such use.

It is further agreed, User will conform to all the "Rules and Regulations Governing the Use of School Facilities" as contained herein. (Page 2)

Signature: _____ Date: _____

DISTRICT USE ONLY

Facility Available ☐ Yes ☐ No Site Administrator: _____ Date: _____

Custodian: ☐ Open/Close ☐ Duration of Event Security: ☐ Yes ☐ No # of Officers _____ Times: _____

Custodian: _____ Security: _____

Facility Director: _____ Date: _____

RULES AND REGULATIONS GOVERNING THE USE OF MADERA UNIFIED SCHOOL DISTRICT FACILITIES

1. All school facilities are governed by Board Policy 1330.

2. Applications for the use of school facilities shall be made in writing at least **fourteen (14) days** prior to the proposed date of meeting or event. Applications must be signed by the person authorized to represent the group or organization, and must be filled out completely in order to be processed for approval. With the approval of the application, an authorized permit will be issued.

3. Organizations and groups will be assigned accommodations suitable to the size of the group. Permits will be issued for specific rooms or areas in school buildings and/or site. It shall be the responsibility of the organization or group to see that the remainder of the building or site is not entered. The User shall not use buildings, grounds, or other facilities for any activities other than those designated. **Children must be kept under adult supervision at all times.** Such items as microphones, projectors, blackboards, etc., are not furnished unless permission is obtained. All kitchen equipment is the property of the school district; kitchen equipment, utensils, etc., cannot be used for any other purpose. Cooking or the preparation of food by outside groups is prohibited unless approved by Facilities with proper permits, insurance, and assignment of Child Nutrition staff.

4. All permits will be issued for specific hours. At the conclusion of which time, the organization must leave the premises. No permit will be issued to extend later than 12:00 a.m.

5. When a rental charge is made, it must be in conformance with the schedule adopted by the Governing School Board. This schedule is subject to change at the will of the Board. All fees shall be paid in advance. Permission for post-use billing can be approved by the Facilities Planning Department only.

6. No school furniture or apparatus may be removed or displaced by any person or organization, without permission from, and under the supervision of the Site Administrator. Any furniture or apparatus so displaced, must be replaced to the satisfaction of the Site Administrator by the party, parties, or organization responsible for the removal thereof before their departure from the school facility.

7. School property must be protected from damage or mistreatment and each group must be responsible for the condition in which they leave the school building. In case school property is damaged, same shall be paid by the organization, its agents, officers, members, and/or employees which have use of the site.

8. I**t shall not be permitted, within the precincts of school property, use of alcohol, illegal drugs, expectorating on floors, profane language, quarreling, fighting, or gambling. Smoking is NOT permitted on school premises or in school buildings. The use of any tobacco products are prohibited by law. It shall be the responsibility of the organization to whom a permit has been granted, to ensure that there are no violations of this regulation. No candles or open flames of any kind are allowed in school facilities.**

9. No permit will be issued for a longer period than one school year. At the expiration of all permits, written application must be made for renewal.

10. Permits for the use of school buildings at which there will be a discussion of civic/political problems, shall be open to all that desire to attend.

11. Should an organization need to cancel a permit, the office of Facilities Planning (559-675-4548) must be notified at least twenty-four (24) hours prior to the time for which the permit has been granted. If cancellation notice is not given at least twenty-four hours prior to the event, charges may be incurred. Failure to give such notice may result in the refusal or revocation of future permits.

12. Permits will be granted for use of school buildings on holidays only on unusual occasions. Permits issued over a period of time for the use of school facilities and which fall upon a holiday are automatically cancelled on the particular day or evening of the holiday, unless previously arranged with the Facilities Planning Department. It will not be necessary to renew the permit for subsequent meetings.

13. Any regular school organization, whether day or continuation, evening or afternoon in any school facility, has the preferential right to the use of the rooms in such facility. No permit will granted which in any way interferes with the program of regular school work. Any meeting for which a permit has been granted must give way to the regular and/or special school activities.

14. It shall be the duty of the Site Administrator to see that there are no violations of these regulations on the part of any individual or group. All organizations or groups involving juveniles seeking to use school facilities must provide adequate adult sponsorships and supervision. The Site Administrator shall report to the Director of Facilities Planning, all violations of these regulations.

15. Permits may be revoked by the Site Administrator or the Director of Facilities Planning without previous notice whenever the use of the school or school facilities may interfere with regular school use or where there has been a violation of these regulations.

16. Any person applying for the use of school buildings, sites or other facilities on behalf of any society, group or organization, shall be a member of such applicant group and unless he/she is an officer of such group, must present written authorization from the applicant group to make request for such use.

17. The permit which is granted to any group or organization for the use of school buildings, sites or other facilities, shall not be assigned to any other group or organization without the prior written consent of the District. A Facilities Use Permit may not be assigned to any other group or organization without the written consent of the School District.

18. User shall comply will the applicable laws, regulations and ordinances , and shall secure any and all permits which may be required by any governmental agency having jurisdiction to require the same for the intended use of said property.

19. The School District shall have the right to enter the premises or any part or portion thereof for the purposes of inspection or for making such repairs or alterations as may be necessary for the preservation thereof in safe condition.

20. No painting or alterations shall be done to any part or portion of the building site or other facility by putting up or changing any partition(s), door(s), window(s). No nailing, boring, drilling, stapling to the walls; or screwing into the woodwork, masonry, metalwork, or plastering shall be done without the express written consent of the School District.

21. User agrees that it **will not** construct, place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without School District's written consent thereto.

_____ Initial _____ Date

AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE

_____ (User) and **Madera Unified School District** have agreed that **Madera Unified School District** will permit _____(User) to use/occupy _____ (Facility)at _____ (Site) to _____ (Describe Activity) from _____ to_____. In connection with this agreement , _____ (User) and **Madera Unified School District** agree as follows:

_____ (User) shall indemnify and hold harmless **Madera Unified School District** and its agents and employees, from any and all claims, lawsuits, loss, attorney fees, costs or expense of any kind resulting from any personal injury, death, property damage, economic loss and damage of any kind, caused by, arising out of or in any way connected with the use of the facility described above, regardless of the source or cause of such personal injury, property damage, death, economic loss or damage of any kind and regardless of whether such personal injury, property damage, death, economic loss or other damage be caused, in whole or in part, by the passive negligence, active negligence, gross negligence, reckless or fault of any kind by **Madera Unified School District** or any of its employees or agents.

_____ (User) shall also carry a commercial general liability insurance policy or its equivalent with a reputable insurance company with a minimum limit of liability not less than $2,000,000 per occurrence. Said liability insurance policy shall name **Madera Unified School District** and its employees as Additional Insureds on said policy. Such coverage shall be primary and non-contributory insurance and the limit of the liability available to **Madera Unified School District** shall be the full limits of the _____ (User) insurance policy and shall not be limited, reduced, or restricted by any endorsement which limits the available limit of liability to the additional Insureds to the minimum amount required in a written contract. The Additional Insured coverage shall be provided using ISO forms CG 2010 and CG 2037 with an edition date of 07 04 or equivalent. The policy shall be endorsed to include a waiver of subrogation by User's insurer in favor of **Madera Unified School District.** This waiver shall be in the form of ISO CG 2404 05 09, CG 20 01 04 13, 461-0479 12 12, or equivalent. The policy shall provide that coverage shall not be cancelled, materially changed, or permitted to expire without a thirty (30) day prior written notice to **Madera Unified School District.** Failure to obtain and maintain the insurance required by this agreement on the part of _____ (User) shall constitute a breach of this Agreement.
_____ (User) shall furnish a certificate of insurance regarding such coverage from its insurance company as proof of said liability coverage.

Date: _____

by_____

for **Madera Unified School District**

By:_____
(Print name and title)

Date:_____

by_____

for_____(User)

By:_____
(Print name and title)

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: D-2

SUBJECT:

Piggyback purchase agreement for Police Department Mobile Command Post

RECOMMENDATION:

Adopt a Resolution approving Houston-Galveston Area Council (H-GAC) piggyback agreement AM10-23 for the purchase of a Mobile Command Post from Braun Northwest, Inc. for $580,595.84

SUMMARY:

The Madera Police Department (MPD) continuously seeks out the investment of innovative solutions and equipment to enhance operational efficiency. One of these identified investments was the need to upgrade the Police Department's ability to effectively deploy resources during critical incidents, community events, and Driving Under the Influence (DUI) checkpoints by purchasing a Mobile Command Post (MCP). The Police Department currently has a travel trailer that has limited functionality. Staff recommends replacing the Police Department's travel trailer with a MCP to enhance officer resources.

DISCUSSION:

In 2010, the MPD acquired its current command post using Office of Traffic Safety grant funds, specifically for DUI checkpoint operations. Initially, the command post was a personal travel trailer, known as a "toy hauler," which was subsequently converted by staff into a functional command post. The trailer is pulled by a 2011 Ford F-350 Crew Cab 1 Ton pickup truck. The trailer is expected to be sold via surplus. However, the pickup truck will not be sold via surplus as the mileage is relatively low and continues to serve as MPD's primary hauler of the range trailer during quarterly range trainings.

Over the years, the existing command post has served as the primary base for the crisis negotiation team during critical incidents and has also been used at community events, such as

the county fair, and at DUI checkpoints. However, this tow-behind trailer has experienced significant use and deterioration with respect to aesthetics and furnished equipment. In addition, it lacks the functionality needed for current operational demands. Upgrading to a MCP would offer several improvements over the existing trailer, including:

- Independent mobility
- Enhanced terrain navigation
- Dedicated workstations for staff
- Conference room for briefings and strategic discussions
- Communication and internet technology for staff to access police department databases in the field
- Expanded storage capacity for equipment
- Enhanced tools for negotiation during critical incidents
- Amenities for staff, including break areas and a refrigerator

Mobile Command Post Build-Out

Over recent months, staff has performed due diligence by visiting police departments across the Central Valley that utilize MCP's. Based on this research, staff determined the MCP would be 33 feet in length, incorporating the following specifications:

- 2025 Ford F-650 Chassis that does not require a Class A driver's license
- Two fixed workstations with the option to add two additional stations
- Permanent storage space for essential equipment
- A conference room accommodating six to eight personnel
- Three smart TV's, including one exterior display for operation planning and live drone feed
- Built in crisis negotiator throw phone
- Lights and Siren equipped
- Two awnings for outdoor usability and comfort in inclement weather

A key component of the build worth highlighting is the built in throw phone. A throw phone is used during critical incidents to allow officers to communicate with persons during negotiation situations. This throw phone will replace the MPD's currently dated throw phone to ensure officers are equipped with the latest technology for their safety and that of the public. As MCP's are customized to each agency's specific needs, there is typically a one-year timeline for project completion. Staff anticipates that project completion will occur by the end of 2025 or early 2026.

Table 1 provides an overview of the facility and equipment enhancements in comparison to the Police Department's current travel trailer.

Table 1: *Comparison of travel trailer and a Mobile Command Post (MCP)*		
Item	Existing Trailer	Proposed MCP
Workstations available?	Yes	Yes
Locations for permanent equipment storage?	No	Yes
Conference room available?	No	Yes
Built in throw phone?	No	Yes
Advanced technology and communication equipment available?	No	Yes

Purchasing Policy Procedures

The City Council (Council) approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

After reviewing the available purchase options for these purchases, staff determined that using piggyback purchase agreements between public agencies represents the most advantageous purchasing strategy. Procuring the item above with a Request for Proposal (RFP) would require significant City resources. This strategy ensures the City receives excellent pricing with efficient use of staff time and resources.

H-GAC provides purchasing methods like piggybacking to meet the needs of governmental entities. Benefits include free access and usage of pre-negotiated, completed, ready-to-use contracts for products and services from reliable suppliers. In the case of piggyback agreement AM10-23, Braun Northwest was awarded the contract from the H-GAC. Braun Northwest has provided the City with a quoted price of $580,595.84 based on pricing from the piggyback agreement.

FINANCIAL IMPACT:

With the support of Senator Anna Caballero, the City was allocated $950k as part of the State's Fiscal Year 2023 Budget. Of the allocated funds, $300k was earmarked for the purchase of a MCP. These funds will offset the cost applied to the City's Operating Budget. The remaining amount of

the purchase was included in the Fiscal Year 2024/25 Budget, specifically under the Measure K Fund. Table 2 provides a summary of funding sources for the MCP.

Table 2: *Summary of funding sources*	
Funding Source	Amount
State allocation	$300,000.00
Measure K	$280,595.84
Total funds	**$580,595.84**

It is important to note that the quoted price includes a contingency of $10,000. This allows staff to make changes during the build out process if an unforeseen need becomes apparent. With the relatively small dollar amount of a contingency clause, changes would be minor details such as indoor lighting, type of materials used, or small equipment.

ALTERNATIVES:

Alternatively, the Council may direct staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors. While this approach is feasible, this alternative would necessitate dedicated staff resources. Additionally, there is no certainty that the prices obtained through the RFP process would be more advantageous than those secured through the existing piggybacking arrangement. The potential benefits of cost savings and administrative efficiency achieved through piggybacking should be carefully considered in the decision-making process, ensuring a balanced assessment of both alternatives.

Council may request additional information or clarification or deny the purchase.

ATTACHMENTS:

1. Resolution approving H-GAC piggyback purchase from Braun Northwest
    a. Exhibit A: Piggyback agreement AM10-23
2. Price quote from Braun Northwest
3. Specification sheet of MCP build
4. MCP build diagrams
5. Pictures of existing trailer that is proposed to be replaced

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING HOUSTON-GALVESTON AREA COUNCIL PIGGYBACK AGREEMENT AM10-23 FOR THE PURCHASE OF A MOBILE COMMAND POST FROM BRAUN NORTHWEST, INC. FOR $580,595.84

WHEREAS, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council (Council) approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code, adding Title II Section 4 Purchasing Procedures; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through H-GAC best meet the City's interests.

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 Council finds that the use of piggyback purchases per Council approved Ordinance 996 C.S. amending the City's Municipal Code, adding Title II Section 4 Purchasing Procedures is appropriate.

3. The Council approves an agreement with Braun Northwest, Inc., for the purchase of a Mobile Command Post in the amount of $580,595.84 and consistent with the material terms of the H-GAC agreement attached as Exhibit A. The City Manager is authorized to take all necessary steps to enter into such an agreement, and is authorized to make any non-material changes to terms subject to approval as to legal form by the City Attorney.

4. The Chief of Police is authorized to execute any required documents to complete the purchase.

5. This resolution is effective immediately upon adoption.

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EXHIBIT A

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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 Braun Northwest, Inc., hereinafter referred to as the Contractor, having its principal place of business at 150 North Star Drive, Chehalis, WA 98532.

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

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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

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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 Oct 01 2023 and ends Sep 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

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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.

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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

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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

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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.

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(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)

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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 CPR 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 CPR 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

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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

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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.

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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

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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:

Braun Northwest, Inc.		**H-GAC**	
Signature	DocuSigned by: Tami McCallum 04522797849546E...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Tami McCallum	Name	Chuck Wemple
Title	V.P. Sales	Title	Executive Director
Date	10/16/2023	Date	10/23/2023

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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

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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:

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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:

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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

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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

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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 (31U.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

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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).

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Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

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.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty 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 ambulances, emergency medical response and specialty 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.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). 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.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. 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 G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

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1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.
   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

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3.3. 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.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division 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 Division. 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 (as per latest edition of KKK-A-1822F).
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 listing being bid.

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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, 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. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. 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.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

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3.5. 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 (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. 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

3.8. 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 – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

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Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order

Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. 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, including Product Code, if applicable
- 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.

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Attachment A
Braun Northwest, Inc.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Braun Northwest, Inc.	**AM23CA01**	North Star - Type 1 - Ford F-350 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 212,653.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA02**	North Star - Type 1 - Ford F-350 4x4 - Diesel Engine - 155"L x 94"W x 72" HR	$ 237,613.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA03**	North Star - Type 1 - Ram 3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 221,543.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA04**	North Star - Type 1 - GMC K3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 211,873.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA05**	North Star - Type 1 - Chevrolet 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	$ 239,292.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA06**	North Star - Type 1 - Ford F-450 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 231,346.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA07**	North Star - Type 1 - Ford F-450 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	$ 235,296.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA08**	North Star - Type 1 - Ram 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	$ 244,557.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA09**	North Star - Type 1 - Medium Duty - Ford F-650 4x2 - Diesel Engine - 167"L x 96"W x 72" HR	$ 266,552.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA10**	North Star - Type 1 - Medium Duty - International - Diesel Engine - 167"L x 96"W x 72" HR	$ 269,771.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA11**	North Star - Type 1 - Medium Duty - Freightliner - Diesel Engine - 167"L x 96"W x 72" HR	$ 275,270.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA12**	North Star - Type 2 - MB Sprinter Van	$ 156,817.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA13**	North Star - Type 2 - Promaster Van	$ 159,701.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA14**	North Star - Type 2 - Ford Transit AWD Gas	$ 164,638.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA15**	North Star - Type 3 - Ford E-350 - Gas Engine - 147"L x 94"W x 72" HR	$ 192,750.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA16**	North Star - Type 3 - GMC G3500 - Gas Engine - 147"L x 94"W x 72" HR	$ 199,296.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA17**	North Star - Type 3 - Ford E-450 - Gas Engine - 167"L x 94"W x 72" HR	$ 199,690.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA18**	North Star - Type 3 - GMC 4500 - Gas Engine - 167"L x 94"W x 72" HR	$ 204,991.00	-$ 1,500.00
		Category B - Light/Medium EMS Rescue Vehicle		
Braun Northwest, Inc.	**AM23CB01**	North Star - Fire Rescue - Ford F-550 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	$ 199,255.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB02**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	$ 191,824.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB03**	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	$ 207,228.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB04**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	$ 199,338.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB05**	North Star - Fire Rescue - Ford F-550 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	$ 200,248.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB06**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	$ 193,322.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB07**	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	$ 208,726.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB08**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	$ 200,836.00	-$ 1,500.00

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Braun Northwest, Inc.	**AM23CB09**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	$ 198,322.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB10**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	$ 205,836.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB11**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	$ 220,140.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB12**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	$ 226,270.00	-$ 1,500.00
		Category C - Other Specialty Vehicle or Equipment		
Braun Northwest, Inc.	**AM23CC01**	North Star - Prisoner Transport - Ford E-350 - Gas Engine - 138"L x 94"W x 57.875"HR	$ 140,354.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC02**	North Star - Prisoner Transport - Ford F-350 4x4 - Diesel Engine - 143"L x 94"W x 57.75"HR	$ 155,542.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC03**	North Star - Prisoner Transport - Ford F-450 4x2 Regular Cab - Diesel Engine - 191"L x 94"W x 72.875"HR	$ 196,087.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC04**	North Star - Prisoner Transport - Ford F-550 4x2 - Regular Cab - Diesel Engine - 197"L x 94"W x 73" HR	$ 213,909.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC05**	North Star - Prisoner Transport - Freightliner M2 4x2 - Regular Cab - Diesel Engine - 197"L x 94" W x 73"HR	$ 245,915.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC06**	North Star - Prisoner Transport - Ford F-650 4x2 - Super Cab - Diesel Engine - 197"L x 94" W x 73"HR	$ 246,335.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC07**	North Star - Prisoner Transport - Ram 4500 4x2 - Regular Cab - Gas Engine - 197"L x 94"W x 72 "HR	$ 217,020.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC08**	North Star - EOD Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 191"L x 94" W x 80" HR	$ 274,359.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC09**	North Star - EOD Command - International MV607 4x2 - Crew Cab - Diesel Engine - 222"L x 100"W x 84"HR	$ 364,112.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC10**	North Star - SWAT Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 192"L x 94" W x 78" HR	$ 234,524.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC11**	North Star - Hazardous Materials Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 189"L x 96" W x 72" HR	$ 273,464.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC12**	North Star - Crime Scene Command - Ford F-350 4x4 - Diesel Engine - 147"L x 94"W x 72"HR	$ 228,796.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC13**	North Star - Mobile Command - Ford F-650 4x2 - Diesel Engine - 196"L x 94"W x 76"HR	$ 290,290.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC14**	North Star - Wildland Crew Body - 198"L x 98"W x 78" HR	$ 215,849.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC15**	North Star - Command Van - Transit AWD - Gas	$ 152,873.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC16**	North Star - Prisoner Transport - Freightliner M2 106 Plus 4x2 - Diesel Engine - 351"L x 102"W x 117" HR	$ 494,629.00	-$ 1,500.00
		Category E - Remount Services Only		
Braun Northwest, Inc.	**AM23CE01**	North Star - Remount of Northstar Module	$ 56,159.00	-$ 1,500.00
		Category F - Remount on Contractor Supplied Chassis		
Braun Northwest, Inc.	**AM23CE02**	North Star - Remount of Northstar Module - Ford F-350 4x4 - Regular Cab - Diesel Engine	$ 129,926.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE03**	North Star - Remount of Northstar Module - Ford F-450 4x4 - Regular Cab - Diesel Engine	$ 138,950.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE04**	North Star - Remount of Northstar Module - Ford E-350 4x2 - Regular Cab - Gas Engine	$ 102,267.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE05**	North Star - Remount of Northstar Module - Ford E-450 4x2 - Regular Cab - Gas Engine	$ 104,412.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE06**	North Star - Remount of Northstar Module - GMC G3500 4x2 - Regular Cab - Gas Engine	$ 93,569.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE07**	North Star - Remount of Northstar Module - GMC G4500 4x2 - Regular Cab - Gas Engine	$ 94,973.00	-$ 1,500.00

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Braun Northwest, Inc.	**AM23CE08**	North Star - Remount of Northstar Module - Chevrolet 4500 4x4 - Regular Cab - Diesel Engine	$ 139,889.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE09**	North Star - Remount of Northstar Module - Ram 3500 4x4 - Regular Cab - Diesel Engine	$ 131,139.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE10**	North Star - Remount of Northstar Module - Ram 4500 4x4 - Regular Cab - Diesel Engine	$ 150,204.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE11**	North Star - Remount of Northstar Module - International MV607 4x2 - Regular Cab - Diesel Engine	$ 175,328.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE12**	North Star - Remount of Northstar Module - Freightliner M2 4x2 - Regular Cab - Diesel Engine	$ 168,352.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE13**	North Star - Remount of Northstar Module - Ford F-650 4x2 - Regular Cab - Diesel Engine	$ 168,509.00	-$ 1,500.00

DocuSign

Certificate Of Completion

Envelope Id: E4D77477E07A45AEA42F916BF5C46EDC
Status: Completed
Subject: Cooperative Agreement - Contract - Braun Northwest, Inc. - Public Services - ID: 11091
Source Envelope:
Document Pages: 30
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027
contracts@h-gac.com
IP Address: 12.11.127.21

Record Tracking

Status: Original
10/16/2023 8:15:13 AM
Holder: Houston-Galveston Area Council
contracts@h-gac.com
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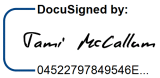
Signer Events	Signature	Timestamp
Tami McCallum tamimccallum@braunnw.com VP of Sales Security Level: Email, Account Authentication (None)	DocuSigned by:  04522797849546E... Signature Adoption: Pre-selected Style Using IP Address: 50.206.254.2	Sent: 10/16/2023 8:16:26 AM Viewed: 10/16/2023 9:46:52 AM Signed: 10/16/2023 10:16:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Charles Wemple charles.wemple@h-gac.com Executive Director Houston-Galveston Area Council Security Level: Email, Account Authentication (None)	DocuSigned by: 82EC270D5D61423... Signature Adoption: Uploaded Signature Image Using IP Address: 174.203.73.140 Signed using mobile	Sent: 10/16/2023 10:16:45 AM Viewed: 10/23/2023 8:54:35 AM Signed: 10/23/2023 8:54:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2023 8:16:26 AM
Certified Delivered	Security Checked	10/23/2023 8:54:35 AM
Signing Complete	Security Checked	10/23/2023 8:54:45 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/23/2023 8:54:45 AM

Payment Events	Status	Timestamps

ATTACHMENT 2

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

September 20, 2024

City of Madera
Attn: Mark Adams
330 South C Street
Madera, CA 93638
madams@madera.gov

RE: One (1) 2025 North Star 267-5 Command Vehicle

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

One (1) 2025 North Star 267-5 Command Vehicle on a 2025 Ford F-650 4x2 gas chassis per enclosed specifications dated 8/20/24 and NS vehicle #3865-5 drawings dated 12/7/23 with the following changes:

- **Install painted aluminum doors on Cabinets #1-4, #9-11, #16-18 and #21-22 in place of specified painted steel doors**
- **Delete the dry erase surface finish on Cabinets #1-4, #9-11, #16-18, #21-22, wall above Workstation #5, wall above Workstation #23 and the forward A/V wall #25 and utilize textured polyurea thermoplastic elastomer, painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748) in all areas**
- **Delete all Action Area lighting as specified in Section 6.14**
- **Delete GFCI duplex receptacles in Compartments #2, #3, and #5**
- **Delete GFCI duplex receptacles in Cabinets #2, and #4**
- **Delete non GFCI duplex receptacle in Cabinet #14**
- **Delete two Whelen #PFH2 Pioneer Plus LED scene lights, each with #PBH203 semi recessed housing with chrome flange**

Base price HGAC AM23CC13	**$290,290.00**
Published/Customization options taken	**$234,405.00**
Contingency fund	**$ 10,000.00**
HGAC Buy discount	**<$ 1,500.00>**
Sub-Total for one (1) vehicle	**$533,195.00**
Sales Tax based upon 8.25%	**$ 43,988.59**
California Tire Tax	**$ 12.25**
Delivery Fee for one (1) vehicle – Non-Taxable	**$ 2,400.00**
HGAC Fee – Non-Taxable	**$ 1,000.00**
Total F.O.B. Madera, CA	**$580,595.84*** **

F.O.B.: Madera, California

Delivery: Approximately 530 – 580 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

***Note:** Above pricing includes a chassis flooring fee. You will be notified as soon as the chassis arrives at Braun Northwest. If chassis is paid in full within 30-days of arrival a credit will be issued (See Options Page).*

***Note: The above pricing includes round-trip travel charges, for three (3) people flying from Fresno, CA to Portland, OR for the Pre-Build Meeting and Final Inspection.*

****The above pricing is based upon the availability of the current model year. Should the model year no longer be available at the time the order is placed, a newer model year will be offered with an adjustment in price.*

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

Tami McCallum, V.P. of Sales

Date: 9/20/2024

We agree to accept the above proposal:
City of Madera

Signature **Date**

Printed Name **Title**

TM
cc BC/LM
Enclosures: Option page, specifications, drawings.

OPTIONS
FOR
City of Madera
Madera Police Department
Madera, California

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Pay for chassis in full within 30-days of receipt of chassis at Braun Northwest.
   DEDUCT ..... PER UNIT <$6,000.00>
   Do you want this option? ☐Yes ☐No _____initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: *(Please initial above choice (s) & sign below)*

_____	_____	_____	_____
(Signature)	(Date)	(Printed Name)	(Title)

ATTACHMENT 3

BRAUN NORTHWEST, INC.

DETAILED SPECIFICATIONS

FOR

MADERA POLICE DEPARTMENT

MADERA, CALIFORNIA

1 CHASSIS

1.01 OEM CHASSIS

- 2025 Ford F-650, 4 x 2, meeting all the specifications of Section 1.01. **(Note: Chassis subject to model year changes)**
  - Basic Warranty (2 years, unlimited miles)
  - 50 State Emissions
  - Dual rear wheels
  - Single Channel Frame
  - Provided by Braun Northwest

1.01.01X SPECIFIC RATINGS

- Drive – 4 x 2
- G.V.W.R. – 25,999 lb
- Wheelbase – 260″
- Cab to Axle – 186″
- Rear Differential – 6.50 ratio **(X6D)**

1.01.02 POWERTRAIN

- Engine – 7.3L 2V DEVCT NA PFI V8 Gas engine
  - 335 HP @ 3,750 RPM, 468ft.lb @ 3,900 RPM
- Transmission – Ford TorqShift HD 6-Speed automatic with Double Overdrive, less PTO provision
  - Park Pawl
- Engine Cooling System
- Exhaust
  - Exhaust system in accordance with Federal Motor Carrier Safety Regulations, Part 393.83
  - Discharge at the right side of the vehicle – back of cab
  - Tailpipe outlet shall not terminate within six inches of the vertical axis of the
  - Fuel tank filler openings

1.01.03 STEERING

- Power assist
- Tilt/Telescoping wheel with integral controls

1.01.04X AXLES AND SUSPENSION

- Front Axle – 10,000 lb Capacity Non-Driving-Dana E-10021-I-Beam **(43N)**
- Front Suspension – Taper-Leaf Spring, Parabolic 10,000 lb. Capacity
- Front Stablizer Bar **(15S)**
- Rear Axle – 19,000 Capacity
- Rear Suspension – Multi-Leaf Spring 19,000 lb. Capacity
- Rear double-acting Shock Absorbers

1.01.05 BRAKING SYSTEM

- Brake System – Hydraulic, HydroMax with Traction Control
- Antilock Brake System
- Electronic Stability Control

1.01.06X TIRES AND WHEELS

- Tires – Six OEM 275/80R22.5G Michelin X Multi Energy Z **(T2F/R2F)**
- Wheels – Six OEM 22.5″ x 8.25″ White Powder-Coated Steel, 10 lug

1.01.07X ELECTRICAL

- Alternator – Heavy Duty 240 Amps **(17E)**
- Batteries – Two Motorcraft 900CA, total 1800 CCA
- Body Builder Wiring, at end of frame, combined **(59C)**
- Jump Start Stud – Remote Mounted

1.01.08X INSTRUMENT PANEL AND CONTROLS

- Gauges
  - Speedometer
  - Tachometer
  - Engine Temperature
  - Transmission Fluid Temperature
  - Oil Pressure
  - Oil Temperature
  - Fuel Level
- Message Center
  - Odometer/Trip Odometer
  - Engine Hour Meter
  - Instrumentation Warnings
- Cruise Control, integral to steering wheel
- Voltmeter **(16V)**
- Audio – AM/FM Stereo, Bluetooth, clock, USB input, and two speakers
- Two 12V Power outlets
- Upfitter Interface Module **(86M)**

1.01.09 CAB EXTERIOR

- Front Bumper – Full Width, Black
- Grille – Painted plastic
- Tow Hooks – Two Front, frame mounted, black
- Mirrors – Dual rectangular, XL2020 – 102″W, powered, sail-mount; includes heated glass and Convex Spotter **(54R)**
- Windows – Tinted glass
- Lights
  - Headlights, Halogen reflector, auto on/off
  - Clearance/Marker Lights, five, amber lenses
  - Daytime Running Lamps (Not Configurable)
- Horn – Dual electric
- Windshield Wipers – Wash and Variable Intermittent Feature
- Fuel Tank – 50 Gallon mounted LH
- Side Assist Steps – One driver side and one passenger side

1.01.10X CAB INTERIOR

- Preferred Equipment Package 600A
- Appearance Group **(90A)**
  - Overhead console with dual sunglasses bins and integral front map reading lights
  - Power Equipment Group
  - Power Door Locks
  - Power Front Side Windows
  - Remote Keyless Entry w/2 Key Fobs
  - SecuriLock Passive Anti-Theft system
- Floor – Black Vinyl
- Seats – Cloth, 40/20/40 Fixed driver and passenger
- Seat Belts – 3-point, lap and shoulder belt type
- Climate Control
  - Air Conditioner, Heater & Defroster

1.01.11 COATINGS

- Exterior – Oxford White (YZ_01)
- Interior – Gray

1.02 CHASSIS MODIFICATIONS

The following modifications will be made to the chassis by Braun Northwest.

1.02.04 EXHAUST HEAT SHIELDS

Shall be formed from 20 ga. galvanized sheet metal with stamped reinforcements and formed edges. Access openings shall be provided for shock absorber, mounting bolts, etc. Heat shields shall be bolted to chassis frame and extend from back of cab to the frame cross member just behind the rear axle.

1.02.07X AUTO THROTTLE

The OEM SEIC high idle feature shall be configured to automatically adjust the throttle based on demand for patient compartment heat or air conditioning.

1.02.09 MUD FLAPS

Mud flaps with the ″NORTH STAR″ logo shall be installed behind rear wheels.

1.02.21B CHASSIS LIGHTING

A 3″ Red Lens Red LED flashing door open indicating light with red placard with white text shall be installed in the headliner (Section 6.12 related).

1.02.31X STATION EXHAUST

Exhaust shall be re-routed to terminate **forward** of wheel well, streetside.

1.02.43 CHASSIS MODIFICATIONS

A shift interlock shall be installed to lock the shifter in park until the awnings and/or leveling system are in their stowed position (Sections 4.20 and 4.57 related).

1.02.60 CAB CONDUIT

A 5.5″ cab conduit shall be installed between the cab and module located behind the driver's seat. The driver's console harness shall be routed through the conduit.

1.03 MODULE-TO-CHASSIS MOUNTING SYSTEM

1.03.01 MODULE MOUNTING SYSTEM

The module shall be bolted to the chassis frame in no fewer than twelve locations. Each mounting location shall include a hard rubber isolation pad between the chassis frame and the module lateral. The rearmost lateral(s) shall be connected to the frame extensions with 5/8″ grade 8 bolts. All remaining laterals shall be connected with vertical 3/4″ grade B7 eye bolts fastened to the frame rails with horizontal 3/4″ grade 8 hex bolts. All bolts shall be secured with locking nuts.

Modules 176″L or longer shall have soft rubber washers added above the forward and rear laterals to accommodate chassis frame torsion.

2 MODULAR CONSTRUCTION

All material utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion, or metal fatigue. All materials utilized shall be of open stock origin, commonly available through local sources, for rapid and economical repair or modification of the body. Any use of proprietary parts or materials in the construction of the body is unacceptable, due to potential delays or difficulties in future repairs or service. NO EXCEPTIONS TO BE TAKEN IN THIS AREA. This specification has been designed and written to fill specific needs of this agency. Where brand name, make, or model of equipment has been specified, no exceptions shall be allowed. Where compartment and cabinet sizes have been specified, bidder must bid substantially (plus or minus 1″) the size specified.
The module shall have a transferable lifetime structural warranty.

2.01 MATERIAL

EXTRUSIONS	SIZE	ALLOY
Structural Tubing	1″ x 2″ x 0.125″ sq.	6063-T52
Structural Tubing	2″ x 2″ x 0.125″ sq.	6063-T52
Structural Angle Cross Members	3″ x 3″ x 0.375″	6061-T6
Structural Channel Cross Members	1.5″ x 3″ x 0.25″	6061-T6

FORMED SHEETING	SIZE	ALLOY
Skin/Roof/Compartments/Subfloors/Doors	0.125″	5052-H32
Interior Cabinets	0.090″	5052-H32
Diamond Plate	0.125″/0.08″	3003-H22
Stainless-Steel	16 ga., 20 ga.	304 # 4B

2.02 MODULE DIMENSIONS

Drop Skirt	8.00 ″

Overall Vehicle Dimensions (Specifications are listed as minimums.)

Length	32 ′	11 ″	395.00 ″
Width (excluding mirrors)	8 ′	4 ″	100.00 ″
Height (Approximate)	12 ′	4.50 ″	148.50 ″

Exterior Module Dimensions (Specifications are listed as minimums.)

Length	22 ′	3 ″	267.00 ″
Width	8 ′	4 ″	100.00 ″
Height	10 ′	0.375 ″	120.38 ″

Interior Dimensions (Specifications are listed as minimums.)

Length	Forward Wall to Rear Wall	256.50 ″
Width	Left Wall to Right Wall	96.00 ″
Height	Floor to Ceiling	72.00 ″

2.03 STRUCTURAL FRAMING

Side wall and rear wall construction shall consist of 2″ x 2″ x 0.125″ aluminum square tubing extensions welded together with a maximum of 14″ centers. 1″ x 2″ x 0.125″ aluminum tubing may be utilized in addition to 2″ x 2″ tubing to accommodate custom compartment sizes. The bottom of the wall structure shall be sealed with a welded 2″ x 2″ tube, a 2″ x 2″ angle, or a 0.125″ plate depending upon location. The wall structure shall be capped with a 2″ x 4″ x 0.125″ header upon which a 2″ x 2″ x 0.125″ roof structure is welded. This process provides a unitized roll cage structure for greater occupant safety. The front wall structure shall be constructed of formed aluminum channels to allow ample space for wiring raceways, heater hoses, and A/C hoses.

2.04 FOUNDATION SYSTEM

The foundation system shall consist of a 0.125″ aluminum sheet subfloor with foundation members securely welded under the subfloor. Transverse members (laterals) shall consist of 3″ x 3″ x 0.375″ structural angles. 0.25″ x 1.5″ aluminum stringers shall span longitudinally between the laterals.

2.05 MODULE SEAMS

All body and compartment seams at or below floor level shall be full-seam-welded. The entire perimeter of the subfloor shall be completely sealed with a caulking material, creating a watertight seam.

2.06 EXTERIOR SKIN

A Norton NORBOND closed-cell, polyurethane foam tape with high-performance acrylic adhesive shall be utilized full length on all front and rear wall and roof frame members. A polyurethane adhesive sealant shall be applied to the edges of framing members that are bonded with NORBOND tape. An advanced two-part methacrylate structural adhesive shall be used to bond all side wall tubes to the exterior skin and door frames.

The module shall be constructed utilizing full-size sheet construction to minimize body seams. There shall be no corner or mid-body seams.

2.07 MODULE ROOF

In order to improve module strength and minimize exposed seams, the roof shall be seamed transversely, shall have a 1.5″ radius along the edges, and shall be welded to 2″ x 4″ wall header tubes 4.75″ below the roof line. The roof shall be supported by positive contact between sidewall framing and roof framing. All seams on the roof surface shall be continuously welded and body-worked on the outside. In order to avoid the possibility of paint and/or weld cracking, no extrusions shall be used in the exterior construction of the roof or corners of the module.

The module roof front edges shall be constructed to allow mounting of a recessed lightbar. Three contoured, 3/8″ aluminum plates, painted to match the module, shall be welded to the roof structure and project through the center of the roof to serve as anchorage for personal fall arrest equipment. Each anchorage is designed and rated for a single person only.

2.08 MODULE EXTERIOR COMPARTMENTS

All compartments shall be constructed from formed 0.125″ aluminum, securely welded to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. All exterior adjustable shelves shall be mounted on heavy-duty aluminum track, which is securely welded to compartment interiors. Each shelf shall support at least 300 lb of equipment.

COMPARTMENT #1
Interior Dimensions – 44″W x 24″H x 25″D
Doorway Dimensions – 44″W x 24″H
Location – Streetside, forward
Shelving – None
Door(s) – Single, top-hinged, with t-style keeper latch (Section 2.09.04 related)
Light(s) – None (Section 6.26 related)
Additional Instructions –

- An Onan 7kW gas generator shall be provided and installed in this compartment and wired to all 120 VAC loads (Sections 6.21 and 6.44 related). Generator shall be plumbed to draw from the OEM fuel tank. Fuel tank will be limited to 1/4 tank cut off minimum fuel level for truck.
- This compartment shall be ventilated with louvers on the door and a hex-punched panel below the compartment for additional ventilation.
- This compartment shall be a sweep-out design.

COMPARTMENT #2
Interior Dimensions – 86″W x 17.375″H x 25″D
Doorway Dimensions – 86″W x 17.375″H
Location – Streetside, forward of wheel well
Shelving – None
Door(s) – Single, bottom hinged with two 1.5″ diameter black rubber bumpers (Section 2.09.04 related)
Light(s) – One LED strip light (Section 6.26 related)
Additional Instructions –

- A 120 VAC GFCI duplex receptacle shall be installed on the forward wall (Section 6.21 related, not shown in drawings).

COMPARTMENT #3
Interior Dimensions – 48″W x 33″H x 25″D
Doorway Dimensions – 48″W x 33″H
Location – Streetside, aft
Shelving – One partial-width adjustable
Door(s) – Double
Light(s) – Two LED strip lights (Section 6.26 related)
Additional Instructions –

- A 16-pin male connector shall be installed in the forward wall that connects to a 16-pin connector in Streetside Workstation #5 raceway (Sections 2.10, 6.46 and 6.52 related).
- An awning control panel shall all be installed on the forward wall, with an adjacent handheld wireless remote attached with hook and loop tape to control the streetside awning (Section 4.20 related).
- A 120 VAC GFCI duplex receptacle shall be installed on the forward wall (Section 6.21 related, not shown in drawings).
- An exterior 120 VAC non-GFCI duplex receptacle with a weather proof cover shall be installed forward of compartment, upper (Section 6.21 related).
- A 1000 ft throw phone cable shall be stored on a Hannay 12 VDC powered reel, aft of divider (Sections 4.15 and 6.46 related). A corded pendant control shall be installed on the aft wall.
- A manual locking system shall be installed on the Hannay powered reel to keep reel at required length once engaged (Section 4.15 related).
- A hard-shell case for a throw phone shall be installed forward, lower in compartment (Section 6.46 related).
- A full-height, full-depth, fixed divider shall be installed, forward, with an adjustable shelf, forward of divider.
- This compartment shall provide access to Compartment #4.
- A vent with MERV 8 polyester filter media and a hex-punched stainless steel cover shall be installed on the aft wall.

COMPARTMENT #4
Interior Dimensions – 18.5″W x 13.5″H x 25″D
Doorway Dimensions – 18.5″W x 17.375″H
Location – Rear, streetside
Shelving – None
Door(s) – Single, bottom hinged with a 1.5″ diameter black rubber bumper (Section 2.09.04 related)
Light(s) – None (Section 6.26 related)
Additional Instructions –

- An exterior 120 VAC non-GFCI duplex receptacle with a weather proof cover shall be installed above compartment (Section 6.21 related).
- This compartment shall be provided access to Compartment #3, the cable reel.

COMPARTMENT #5
Interior Dimensions – 48″W x 33″H x 25″D
Doorway Dimensions – 48″W x 33″H
Location – Curbside, aft
Shelving – One adjustable
Door(s) – Double
Light(s) – Two LED strip lights (Section 6.26 related)
Additional Instructions –

- A 500ft throw phone cable shall be stored on a portable manual Hannay Reel installed on the roll-out tray, forward (Sections 4.15 and 6.46 related, not shown in drawings).
- Three 120 VAC GFCI duplex receptacles shall be installed: one on the forward wall and two on the aft wall (Section 6.21 related, not shown in drawings).
- An exterior 120 VAC non-GFCI duplex receptacle with a weather proof cover shall be installed forward of compartment, upper (Section 6.21 related).
- A 41″W x 22″D mill finish aluminum roll-out tray with 3″ lips, black knock-on trim and Gray Matéflex floor tile shall be installed on single-direction, 100% extension slides rated at 300 lbs.
- A vent with MERV 8 polyester filter media and a hex-punched stainless steel cover shall be installed on the aft wall.

COMPARTMENT #6 – Exterior Workstation
Interior Dimensions – 50″W x 32.5″H x 7″D
Doorway Dimensions – 50″W x 32.5″H
Location – Curbside slide-out, forward
Shelving – None
Door(s) – Double: one hinged down, one hinged up
Light(s) – Two LED strip lights (Section 6.26 related)
Additional Instructions –

- This compartment shall be set up as an exterior work/communications area. The upper door shall have a gas shock lift system to hold it in the open position, and the lower door shall have aircraft cables to hold it at a 90-degree angle for use as a work surface (Section 2.09.04 related).
- A hinged polycarbonate cover shall be installed on the lower door work surface (Section 2.09.07 related).
- Two 120 VAC GFCI duplex receptacles shall be installed: one on the forward wall, lower and one on the aft wall, lower (Section 6.21 related, different than shown in drawings).
- A Kussmaul combination USB-A/USB-C switch-insert-style charging port with bezel shall be installed on the forward wall, lower (Section 6.25 related).
- An on/off switch with bezel labeled ″WORKSTATION″ to control compartment lights shall be installed on the forward wall, center (Section 6.26 related).
- A Mounting Dream #MD2210 RV lockable/tiltable retracting mount shall be installed on aluminum track with a Samsung 43″ QLED 4K television with at least one HDMI input (Section 6.46 related, not shown in drawings).
- A volume control knob shall be installed on the aft wall to control the output volume of the 3.5mm audio jack (Section 6.46 related, not shown in drawings).
- A J-Tech Digital 4K Ultra HD Receiver shall be installed (Section 6.46 related, not shown in drawings).
- Two wall plates shall be installed; one with one RJ45 port and one HDMI port on the front wall, upper and one with on RJ45 port and one 3.5mm audio jack on the aft wall, center (Sections 6.46 and 6.52 related, not shown in drawings).
- A vinyl covering shall be mounted at the top of the door to keep water out of the compartment.
- Four strips of heavy-duty aluminum track shall be installed on the back wall of compartment.

COMPARTMENT #7
Interior Dimensions – 62″W x 11.375″H x 20″D
Doorway Dimensions – 62″W x 11.375″H
Location – Curbside, forward, lower
Shelving – None
Door(s) – Single, bottom hinged with two 1.5″ diameter black rubber bumpers (Section 2.09.04 related)
Light(s) – One LED strip light (Section 6.26 related)
Additional Instructions – None

2.09X MODULE DOORS

The doors shall be box-pan-formed with a total thickness of 2″.
A painted aluminum partition with a pocket door shall be installed between the front and rear work areas. Door shall have a latch and be lockable from the rear work area. A footman loop and cable to hold the key to the lock shall be installed near the door.
The aluminum pocket partition and door shall be painted with additional clear coat on both sides, so that it can be used as a dry erase board (Sections 3.07 and 5.23 related).

2.09.01 DOOR FRAME AND SEAL

Each door frame shall have a flange for the installation of an air cell hollow core 360-degree compression door seal. This seal creates watertight, dust-free compartment integrity. Door seal shall be knock-on type. Door frames shall be bonded to the adjacent tubes such that no exterior flange is required.

2.09.02 DOOR HINGES

Compartment and passage doors shall have full-length, piano-type, 2.5″W stainless steel hinges, positioned with 0.25″ rivets at each end. The hinges shall be attached with #12 x 0.75″ stainless steel truss head screws spaced 4″ apart, sealed with Sikaflex. All curbside and streetside side-hinged doors shall be hinged on the forward sides, and all rear side-hinged doors shall be hinged on the outboard sides.

2.09.03X DOOR LATCHES

Exterior door handles shall be semi-flush, chrome-plated Eberhard E Grabber #21100. Passage doors shall have release handles on the inside of each door. All exterior doors shall have rotary latches and striker posts that meet FMVSS 206 requirements. Striker posts shall be adjustable and be secured with a nut from behind the door frame. The striker washer shall not be removed. Doors greater than 45″ tall shall have double rotary latches activated by stainless steel rods. Once final adjustments have been made, threads shall have Loctite or equivalent applied. All double-door compartments shall have an exterior E Grabber handle and rotary latches on each door. Doors shall latch to doorframe-mounted striker posts only and not to one another. Curbside passage door shall have an interior handle with a dual-point, rod-actuated, rotary latch system that are lockable inside and out. All locks shall be keyed J236.
The curbside passage door shall have emergency release levers, one at the top and bottom of door and accessible from the inside of the module.

2.09.04X COMPARTMENT DOOR CONTROLS

Compartment #1 shall have a t-style keeper latch to hold it in the open position.
Compartments #2 and #7 shall each have two 1.5″ rubber bumpers installed.
Compartment #4 shall have a 1.5″ rubber bumper installed.
Compartment #6 shall have a gas shock lift system to hold the upper door in the open position and aircraft cables to hold the lower door in position as a work surface.
A spring-dampened gas shock capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of each door in Compartments #3 and #5.

2.09.05 CURBSIDE DOOR CONTROL

A spring-dampened gas shock capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of the curbside passage door.

2.09.07X COMPARTMENT DOOR SKINS

Each compartment door skin shall be made of 0.080″ bright aluminum diamond plate, shall be removable, and have a latch service opening with a 2.25″ x 4.5″ black rubber plug for lubrication and service, except for Compartment #6 lower door skin.

Compartment #6 lower door skin shall be made of flat, brushed finish 0.090″ aluminum plate, be removable, and have a latch service opening with a 2.25″ x 4.5″ black rubber plug for lubrication and service.

Door skins shall be secured with #8 pan head screws and Sikaflex. Red/white 1.5″ conspicuity tape shall be installed on the outboard vertical edge of each door.

A hinged polycarbonate cover shall be installed on Compartment #6 lower door skin for a work surface.

2.09.08 ENTRANCE DOOR SKIN

Entrance door skin shall be made of 0.080″ bright aluminum diamond plate and be removable to service door hardware. A removable stainless-steel bezel shall be installed at mid-height on the door skin to provide access to the latch hardware. Red/white 1.5″ conspicuity tape shall be installed on the top, bottom, and vertical edges of the entrance door.

2.09.09 ENTRANCE DOORWAY

One curbside entrance door shall be provided. The curbside doorway dimensions shall be 31″W x 89.75″H.

2.09.10 THRESHOLDS

All compartment and module access door frames shall have full-width-formed stainless-steel threshold plates to protect the lower edge of frame.

2.10 MODULE INTERIOR CABINETS

Shall be formed of 0.090″ aluminum and shall be securely welded or mounted to the structural framing. All interior adjustable shelves shall be mounted on 1″ wide aluminum track.

CABINET #1 – Radio Cabinet
Dimensions – 35.5″W x 22″H x 15″D
Location – Streetside forward work area, upper, forward
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light and one automatic vertical in-cabinet LED strip light (Section 6.14 related)
Additional Instructions –

- This cabinet shall have access to the electrical cabinet.
- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).
- A Blue Sea #5032 fuse block shall be installed on the back wall, forward (Section 6.18 related, not shown in drawings).
- A Cradlepoint E3000 Router with Wi-Fi shall be installed on rack in cabinet (Section 6.18 related, not shown in drawings).
- A ***customer-supplied*** Kenwood receiver shall be installed on rack in cabinet (Sections 6.18 and 8.02 related).
- One antenna cable shall terminate in cabinet and shall be connected to the ***customer-supplied*** Kenwood receiver (Sections 6.18 and 6.19 related).
- A Wi-Fi antenna shall terminate in cabinet and be connected to the Cradlepoint router (Sections 6.18 and 6.19 related).
- One antenna cable shall terminate in cabinet (Section 6.19 related).
- A 120 VAC GFCI duplex receptacle shall be installed on the back wall (Section 6.21 related).
- A Tripp Lite 120 VAC power strip with twelve outlets shall be installed on the back wall (Section 6.21 related, not shown in drawings).
- A Netgear 16-port PoE Gigabit Ethernet switch shall be installed on rack in cabinet (Section 6.46 related, not shown in drawings).
- A 4k Ultra HD 4x2 HDMI switch with remote shall be installed on rack in cabinet (Section 6.46 related, not shown in drawings).
- A J-Tech Digital 4K Ultra HD Receiver and Sender shall be installed on forward wall (Section 6.46 related, not shown in drawings).
- A 100 watt audio amplifier shall be installed on rack in cabinet (Section 6.46 related, not shown in drawings).
- A Safety Vision HVR #4401-HVR with 4-channels shall be installed on rack (Section 6.46 related, not shown in drawings).
- A 19″W x 22″H electronic equipment rack with black powder coated rails and four shelves shall be installed in this cabinet, aft (Section 6.53 related).

CABINET #2
Dimensions – 35.5″W x 22″H x 15″D
Location – Streetside forward work area, upper, middle
Shelving – One adjustable
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).
- A 120 VAC GFCI duplex receptacle shall be installed on the back wall, upper, forward (Section 6.21 related).

CABINET #3
Dimensions – 35.5″W x 22″H x 15″D
Location – Streetside forward work area, upper, middle
Shelving – One adjustable
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).
- A ***customer-supplied*** Kenwood remote head, auxiliary speaker, and mic shall be installed on the underside of cabinet (Sections 6.18 and 8.02 related, not shown in drawings).
- A 120 VAC GFCI duplex receptacle shall be installed on the back wall, upper, forward (Section 6.21 related).

CABINET #4
Dimensions – 35.5″W x 22″H x 15″D
Location – Streetside forward work area, upper, aft
Shelving – One adjustable
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).
- A 120 VAC GFCI duplex receptacle shall be installed on the back wall, upper, forward (Section 6.21 related).

#5 – Streetside Workstation
Dimensions – 151.5″W x 60″H x 20″D
Location – Streetside
Additional Instructions –

- A wiring raceway shall be installed along the back of the counter top with the following:
  - Six 120 VAC GFCI duplex receptacles, evenly spaced (Section 6.21 related)
  - Five Kussmaul combination USB-A/USB-C switch-insert-style charging ports, each with a bezel, evenly spaced (Section 6.25 related)
  - Two volume control knobs, one at each workstation next to audio jack (Section 6.46 related)
  - Two wall plates, each with a 3.5mm audio jack, at each workstation next to volume knob (Sections 6.46 and 6.52 related)
  - A wall plate with one RJ45 port, one HDMI port and one RJ14 port, forward (Sections 6.46 and 6.52 related)
  - A 16-pin connection plug, forward, for CINT Commander II connection (Sections 6.46 and 6.52 related)
  - Two wall plates, each with one RJ45 port and one HDMI port, at each workstation (Section 6.52 related)
- The walls above countertop including forward and aft-facing walls shall be painted with GB-33631 white paint with an additional clear coat to be used as dry erase surfaces (Sections 3.07 and 5.23 related).
- Two 36″W x 18″H white boards shown in drawings shall **not be installed** (Section 5.23 related).
- Two rolling mesh fabric task chairs shall be provided and installed at each workstation. A 1″ strap with footman loops and quick-release buckles shall be installed at each workstation, to hold the chair in place during transit (Section 5.33 related).
- A single switch labeled ″WORKSTATION″ with bezel shall be installed on the back wall, between workstations to turn the under-cabinet lighting on/off (Section 6.14 related).
- Two Mounting Dream #MD2210 RV lockable/tiltable retracting wall mounts shall be installed on aluminum track on the wall, each with a Dell 24″ LED monitor with at least one HDMI input, one each at each workstation (Section 6.46 related, different than shown in drawings).
- Four strips of aluminum track shall be installed on the wall, two at each workstation (different than shown in drawings).
- A full-depth counter top shall be located below the wall. The counter top shall be one-piece 16 ga., 304 stainless-steel with a rolled edge. Two workstations, each 30.25″W x 30″H shall be provided.
- A three-section polycarbonate cover shall be installed on the stainless-steel countertop hinged at the back wall.

CABINET #6 – Refrigerator
Location – Streetside, below aft end of workstation
Additional Instructions –

- A Dometic #CRX0050T 1.60 cubic ft. refrigerator with a space saver frame and black positive latching door shall be installed as this cabinet (Section 5.28 related).
- A 120 VAC non-GFCI receptacle shall be installed on the back wall behind the refrigerator (Section 6.21 related).
- A vent shall be installed below refrigerator to ensure adequate air flow.

CABINET #7 – Drawers
Location – Streetside, below workstation, center
Additional Instructions –

- Shall be two 13″W x 5″H x 19″D metal drawers and one 13″W x 11″H x 19″D file drawer located in this area. Each drawer shall operate on slides rated at 300 lb and have a gas shock hold open/closed device to ensure drawers do not accidentally open or close during operation of the vehicle. Drawers shall be of formed 0.125″ aluminum construction, painted to match the interior.
- The two top drawers shall have machine stamped divider supports along the side for four dividers per drawer with four adjustable dividers provided with each drawer.
- The bottom drawer shall hold hanging files.

CABINET #8
Dimensions – 48″W x 16″H x 25.75″D
Location – Streetside, below workstation, forward
Shelving – None
Door(s) – 1″ webbed net with four quick release buckles on the upper doorframe
Additional Instructions – None

CABINET #9
Dimensions – 33″W x 12″H x 11″D
Location – Streetside, aft area, upper, forward
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #10
Dimensions – 33″W x 12″H x 11″D
Location – Streetside, aft area, upper, center
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #11
Dimensions – 33″W x 12″H x 11″D
Location – Streetside, aft area, upper, aft
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #12 – Streetside Bench with Storage
Dimensions – Bench: 105″W x 18.75″H x 27.875″D
Storage: 50″W x 7.625″H x 27.875″D (forward)
Location – Streetside, aft area
Door(s) – Hinged aluminum bench **split-lid**, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. Lid shall have a 1.5″ overhang and automatic hold-open device, aft lid shall be fixed. The pads shall be removable.
Additional Instructions –

- The bench base shall be formed from aluminum and securely anchored to sub-floor. The bottom and sides of the storage area shall be sprayed with textured gray polyurea thermoplastic elastomer and painted white with gray splatter (Section 3.07 related).
- The back and aft-facing walls above bench shall be lined with carpet (Sections 3.07, 5.01 and 5.04 related).
- The bench back pad shall have high density foam padding covered with seamless vinyl (Section 3.08 related).
- A 12″H x 6″D storage pocket shall be located behind the bench back pad, running the full length of bench, divided into three sections, and open to above.

CABINET #13 – Electrical Cabinet
Dimensions – 22″W x 38″H x 10″D
Location – Curbside, forward workstation, aft, forward-facing, upper
Shelving – None
Door(s) – Side-hinged painted aluminum with two Southco C2 chrome latches
Lighting – One automatic cabinet light (Section 6.14 related)
Additional Instructions –

- This cabinet shall house the power component module (Section 6.01 related).
- A 120 VAC non-GFCI duplex receptacle shall be installed on the aft wall, center (Section 6.21 related, not shown in drawings).
- There shall be two access openings: one between this cabinet and load center Cabinet #14; rubber grommets will be installed on each access opening.

CABINET #14 – Load Center
Dimensions – 22″W x 38″H x 10″D
Location – Curbside, forward workstation, aft, forward-facing, lower
Shelving – None
Door(s) – Side-hinged painted aluminum door with two Southco C2 chrome latches
Lighting – One automatic cabinet light (Section 6.14 related)
Additional Instructions –

- This cabinet shall house the load center and transfer switch (Section 6.21 related).
- A 120 VAC non-GFCI duplex receptacle shall be installed on the back wall (Section 6.21 related, not shown in drawings).
- An 80 amp battery charger shall be installed (Section 6.23 related, not shown in drawings).
- There shall be an access opening between this cabinet and Electrical Cabinet #13, rubber grommets shall be installed on each access opening.

#15 – Rear A/V Wall
Dimensions – 44.25″W x 76″H
Location – Rear wall
Shelving – None (different than shown in drawings)
Additional Instructions –

- The wall shall be lined with carpet (Sections 3.07, 5.01 and 5.04 related).
- An atomic-controlled clock shall be installed on the wall, centered, upper (Section 5.24 related).
- Three 120 VAC GFCI duplex receptacles shall be installed on the wall: two above the table, one on each side of port and one upper, right (Section 6.21 related, different than shown in drawings).
- Two Kussmaul combination USB-A/USB-C switch-insert-style charging ports, each with a bezel, shall be installed on the wall above the table, outboard of each receptacle (Section 6.25 related).
- A Cadet 120 VAC 1000 watt wall heater with white face shall be flush-mounted on the wall, centered, lower (Section 6.37 related).
- A Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount shall be installed on aluminum track on the wall, centered above table, with a Samsung Flip Pro television 55″ LED with at least one HDMI input (Section 6.46 related, different than shown in drawings).
- A wall plate with two RJ45 ports, one RJ14port and one 3.5mm audio jack shall be installed on the wall above the table, centered (Sections 6.46 and 6.52 related, different than shown in drawings).
- A wall plate with one RJ45 port and one HDMI ports shall be installed on the wall, upper, right (Section 6.52 related, not shown in drawings).
- Four strips of aluminum track shall be installed on the wall, above table.
- A 36″W x 30″H 1.5" thick box-pan formed painted aluminum table shall be installed with a Sequoia III RV-style leg base system.

CABINET #16
Dimensions – 33″W x 12″H x 11″D
Location – Curbside aft area, upper, aft
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #17
Dimensions – 33″W x 12″H x 11″D
Location – Curbside aft area, upper, center
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #18
Dimensions – 33″W x 12″H x 11″D
Location – Curbside aft area, upper, forward
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet light (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #19 – Curbside Bench with Storage
Dimensions – Bench: 105″W x 18.75″H x 27.875″D
Storage: 50″W x 7.625″H x 27.875″D (forward)
Location – Curbside, aft area
Door(s) – Hinged aluminum bench **split-lid**, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. Lid shall have a 1.5″ overhang and automatic hold-open device, aft lid shall be fixed. The pads shall be removable.
Additional Instructions –

- The bench base shall be formed from aluminum and securely anchored to sub-floor. The bottom and sides of the storage area shall be sprayed with textured gray polyurea thermoplastic elastomer and painted white with gray splatter (Section 3.07 related).
- The back and aft-facing walls above bench shall be lined with carpet (Sections 3.07, 5.01 and 5.04 related).
- The bench back pad shall have high density foam padding covered with seamless vinyl (Section 3.08 related).
- An analog thermostat shall be installed on the wall above the bench, forward (Sections 5.17 and 6.37 related).
- A two-switch control panel shall be located on the aft-facing wall (Section 6.13 related).
- A 12″H x 6″D storage pocket shall be located behind the bench back pad, running the full length of bench, divided into three sections, and open to above.

FORWARD WALL OF CURBSIDE PASSAGE DOOR
Location – Curbside, aft-facing wall above stepwell
Additional Instructions –

- The following items shall be installed on an aluminum panel on the wall:
  - Awning control panel, with an adjacent handheld wireless remote attached with hook and loop tape (Section 4.20 related)
  - Slide-out control panel (Section 4.35 related)
  - An on/off ″MODULE DISC. ″switch with bezel (Section 6.05 related)
  - An eight-switch control panel (Section 6.13 related)
  - A generator control panel (Section 6.44 related)
- A footman loop and cable with the slide-out control key attached shall be installed above aluminum panel, to the left of the slide-out control panel (Section 4.35 related).

SLIDE-OUT EXTENSION
Dimensions – 109.75″W x 76″H
Location – Curbside, forward
Additional Instructions –

- This area shall be an HWH slide-out system utilizing in-wall slide system and shall extend 30″ (Section 4.35 related). It shall be accessible from the interior of the module only. The slide-out feature shall include integral locks to hold open/closed.
- Cabinets #20-24 shall be contained within the slide-out.

CABINET #20
Dimensions – 30″W x 73″H x 25.75″D
Location – Curbside, in slide-out, aft
Shelving – Three adjustable
Door(s) – Two painted aluminum side-hinged doors, each with a Southco M2 latch (different than shown in drawings)
Lighting – Two automatic cabinet lights (Section 6.14 related)
Additional Instructions –

- Cabinet doors shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).
- Two 120 VAC GFCI duplex receptacles shall be installed on the back wall, aft (Section 6.21 related).

CABINET #21
Dimensions – 26.5″W x 14″H x 15″D
Location – Curbside, in slide-out, upper, center
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 36″L LED under-cabinet lighting (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

CABINET #22
Dimensions – 26.5″W x 14″H x 15″D
Location – Curbside, in slide-out, upper, forward
Shelving – None
Door(s) – Top-hinged painted **steel** door with a twist-slam latch, dual gas shock hold-opens and an extruded aluminum door pull
Lighting – One #IT5-40K 24″L LED under-cabinet lighting (Section 6.14 related)
Additional Instructions –

- Cabinet door shall be painted with GB-33631 white paint with an additional clear coat to be used as a dry erase surface (Sections 3.07 and 5.23 related).

#23 – Curbside Workstation
Dimensions – 58.25″W x 60″H x 30″D
Location – Curbside
Additional Instructions –

- A wiring raceway shall be installed along the back of the counter top with the following:
  - Two 120 VAC GFCI duplex receptacles, one at each workstation (Section 6.21 related)
  - Two Kussmaul combination USB-A/USB-C switch-insert-style charging ports, each with a bezel, one at each workstation (Section 6.25 related)
  - A volume control knob next to audio jack, forward workstation (Section 6.46 related)
  - A wall plate with a 3.5mm audio jack, forward workstation next to volume knob (Sections 6.46 and 6.52 related)
  - A wall plate with one RJ45 port and one HDMI port, aft workstation (Section 6.52 related)
- The walls above countertop including forward and aft-facing walls shall be painted with GB-33631 white paint with an additional clear coat to be used as dry erase surfaces (Sections 3.07 and 5.23 related).
- A 48″W x 48″H white board shown in drawings shall **not be installed** (Section 5.23 related)
- A rolling mesh fabric task chair shall be provided and installed at workstation. A 1″ strap with footman loops and quick-release buckles shall be installed at workstation, to hold the chair in place during transit (Section 5.33 related).
- A single switch labeled ″WORKSTATION″ with bezel shall be installed on the wall, forward, to turn the under-cabinet lighting on/off (Section 6.14 related).
- A Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount shall be installed on aluminum track on the wall, with a Dell 24″ LED monitor with at least one HDMI input (Section 6.46 related, different than shown in drawings).
- A J-Tech Digital 4K Ultra HD sender shall be installed on the forward wall (Section 6.46 related, not shown in drawings).
- Two strips of aluminum track shall be installed on the wall (not shown in drawings).
- A full-depth counter top shall be located below the wall. The counter top shall be one-piece 16 ga., 304 stainless-steel with a rolled edge. A 40″W x 30″H workstation shall be provided.
- A two-section polycarbonate cover shall be installed on the stainless-steel countertop hinged at the back wall.

CABINET #24 – Drawers
Location – Curbside below workstation, forward
Additional Instructions –

- Shall be two 13″W x 5″H x 19″D metal drawers and one 13″W x 11″H x 19″D file drawer located in this area. Each drawer shall operate on slides rated at 300 lb and have a gas shock hold open/closed device to ensure drawers do not accidentally open or close during operation of the vehicle. Drawers shall be of formed 0.125″ aluminum construction, painted to match the interior.
- The two top drawers shall have machine stamped divider supports along the side for four dividers per drawer with four adjustable dividers provided with each drawer.
- The bottom drawer shall hold hanging files.

CABINET #25 – Front A/V Wall
Dimensions – 63.875″W x 76″H
Location – Front wall
Additional Instructions –

- The wall shall be painted with GB-33631 white paint with an additional clear coat to be used as dry erase surfaces (Sections 3.07 and 5.23 related).
- An analog thermostat shall be installed on the wall, about shoulder height, aft (Sections 5.17 and 6.37 related).
- An atomic-controlled clock shall be installed on the wall, centered, upper (Section 5.24 related).
- A 120 VAC GFCI duplex receptacle shall be installed on the front wall behind the television (Section 6.21 related).
- A Cadet 120 VAC 1000 watt wall heater with white face shall be flush-mounted on the wall, centered, lower (Section 6.37 related).
- A Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount shall be installed on aluminum track with a Samsung Flip Pro 55″ LED television with at least one HDMI input (Section 6.46 related, not shown in drawings).
- A volume control knob shall be installed on the wall, upper, aft, below audio jack (Section 6.46 related).
- A wall plate with a 3.5mm audio jack shall be installed on the wall, upper, aft, above volume knob (Sections 6.46 and 6.52 related).
- A wall plate with one RJ45 port and one HDMI port shall be installed on the front wall behind the television (Section 6.52 related).
- Four strips of aluminum track shall be installed on the wall.

2.11A SIDE DOORSTEP

A recessed curbside double doorstep shall be provided which is 19″ deep x 31″ wide. There shall be a drain hole and light gray Matéflex floor tile which is removable for cleaning purposes. Aluminum diamond plate kick panel shall be installed on the sides and face of the doorstep.

2.14 WHEEL WELL LINERS

Wheel well liners made of formed aluminum shall be installed in the module wheel well openings.

2.15 ELECTROLYSIS PREVENTION

All external materials and fasteners shall be selected to prevent electrolysis and corrosion due to dissimilar materials and exposure to the elements. The module shall be painted before any exterior items (hinges, latches, door hold opens, etc.) are installed to provide an isolating film between dissimilar materials. Exterior fasteners used for direct connection to painted aluminum surfaces shall be coated with a corrosion inhibitor.

3 COATINGS AND FINISHES

3.01 MODULE FINISH PREPARATION

The module shall be seam sealed and all imperfections on aluminum surfaces of module shall be sanded smooth. The entire exterior shall be mechanically etched and washed with wax-and-grease-remover to ensure proper primer/sealant adhesion.

3.02 MODULE PRIMER

Module shall be sealed with a two-component, low VOC, direct-to-metal epoxy primer/sealant prior to applying the finish coat of acrylic urethane paint.

3.03 PAINT TYPE

Shall be Sherwin Williams acrylic urethane.

3.04 COLOR SCHEME

Base color: painted Dark Gray G4-5305035 (exact paint color to be determined at preconstruction meeting).

3.04.01 CHASSIS COLOR

Chassis shall be painted to match module: Dark Gray G4-5305035 (exact paint color to be determined at preconstruction meeting).
Door jambs and underside of hood shall be painted to match the chassis.

3.06P COMPARTMENT FINISH

All compartments, shelves, and trays shall be sanded, etched, washed, primed, coated with gray textured polyurea thermoplastic elastomer finish.

3.07X INTERIOR CABINETRY FINISH

All interior cabinetry shall be sanded, etched, washed, primed, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).
All shelves and trays shall be sanded, etched, washed, primed, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).
The following shall be painted with GB-33631 white paint each with an additional clear coat to be used as a dry erase surface (Section 5.23 related):

- Cabinet doors #1-4, #9-11, #16-18 and #20-22
- Both sides of the partition, including door
- Walls above Streetside Workstation #5 including forward and aft-facing
- Walls above Curbside Workstation #23 including forward and aft-facing
- The forward A/V Wall #25

The following walls shall be covered with sound-deadening color coordinated carpet:

- Streetside wall and forward-facing wall above Bench Cabinet #12
- Rear Wall #15
- Curbside wall and forward-facing wall above Bench Cabinet #19

3.08 MODULE UPHOLSTERY

Module upholstery material shall be Dove Gray Spradling Perform 60 seamless vinyl.

3.09 MODULE FLOORING MATERIAL

Shall be Altro Transflor Meta Genome (#TFM2702) Slip-Retardant Sheet flooring providing durability, ease of maintenance and stain resistance. It shall contain a high concentration of microscopic aluminum oxide particles and colored quartz crystals suspended throughout the thickness with silicon carbide grains in the entire wear surface for slip-retardant performance. It shall have an overall thickness of 0.11″ nominal. Flooring shall be manufactured for Wear Resistance to meet ASTM C 501, indentation resistance in accordance with ASTM F 1303 and ASTM F 970, Grade 1 standards, shall meet ASTM D 2047 Slip Retardant, ASTM F 970 Static Load, ASTM E648, CMVSS, FMVSS 302, CAN ULC S102.2 Fire Data Tests.

An insulated floor shall be installed over the 0.125″ aluminum subfloor and shall be comprised of 0.75″ thick polyiso insulation between 0.75″ x 0.75″ x 0.063″ square tubing, covered with a 0.125″ aluminum sheet.

3.10 COMPARTMENT LINING

Compartment floors shall be lined with light gray Matéflex floor tile and all shelves with mat.

3.11 CABINET LINING

Interior cabinet shelves shall be lined with easy sweep mats which are removable for ease of cleaning.

3.12 SURFACES AND FINISHES

All compartment surfaces and finishes shall be impervious to soap, disinfectants, and water, to permit washing and sanitizing.

4 MODULE EXTERIOR

4.01 STEP/BUMPER

The rear bumper shall be a welded construction of 3″ x 3″ x 0.375″ aluminum angle and 1.5″ x 0.25″ flat bar and shall be covered by 0.125″ bright aluminum diamond plate. The center section shall have a hex-punched open flow design to prevent accumulation of water and snow and provide a 10″ step. Both outermost ends shall be angled to prevent dragging of corners in high angle of departure areas. Diamond plate shall be formed on front and rear edges for channel-type strength, and a formed 0.090″ aluminum closeout shall be welded to the underside of the bumper. The bumper shall be bolted directly to the chassis frame using high strength Grade 5 bolts. Bumper shall be easily removable and replaceable in case of damage.

4.01.01 DOCK BUMPERS

Two heavy-duty black rubber dock bumpers, 2″ x 2″ x 7.75″, shall be mounted on the rear face of the bumper, outboard of the center flip-up step (not shown in drawings).

4.02 RUB RAILS

Bright finished anodized aluminum rub rails of a 2.5″H x 0.75″D custom extruded design shall be installed along the lower streetside and curbside edges of the module.

4.03 FENDER RINGS

Bright polished aluminum fender rings with a rounded outer edge shall be installed on the module, following the full contour of the wheel well opening.

4.04 DRIP RAILS

Extruded, anodized aluminum drip rails shall be installed the full length of the module front, rear, and sides near the roof, and over each exterior compartment and passage door. Drip rails shall be installed with bonding tape and mechanical fasteners on each end that shall withstand exposure to the elements. They shall be finished with 45-degree angled ends to avoid hooking materials which brush against the vehicle causing damage.

4.05B ROCK GUARDS

Bright aluminum diamond plate rock guards shall cover the front module corners, 24″ up from bottom of module, 2.5″ wrapped around the sides of module, and 15″ across the front of the module.

4.06 REAR KICK PANEL

A bright aluminum diamond plate rear kick panel shall extend from the bottom edge of the module up to the bottom of the rear doors, full-width formed and wrapped 2.5″ around the sides of the module.

A recessed rear license plate shall be centered in the rear kick panel (Section 4.16 related).

4.08 MODULE WINDOW

Module window shall have a black anodized aluminum frame, rubber gasket, be dark-tinted and shall be attached with screws for ease of replacement. The side passage door window shall be 18.75″ x 18.75″ with sliding glass, a positive catch, and a screen.

4.15X REELS

A Hannay 12 VDC powered reel capable of holding 1000 ft of cable shall be installed in Compartment #3 (Section 6.46 related). A corded pendant reel controller shall be located on the aft wall of Compartment #3. A manual locking system shall be installed on the Hannay powered reel to keep reel at required length once engaged.

A Hannay portable manual reel capable of holding 500 ft of cable shall be installed in Compartment #5 (Section 6.46 related).

Note: Cables require hand guidance during rewinding

4.16A REAR LICENSE PLATE

A recessed license plate holder with dual Optronics #LPL11CB LED lights shall be installed in the rear kick panel, centered.

4.17B ELECTRIC STEP

A Zico VS-24-11 single electric step with a 10.5″ drop shall be installed under the curbside passage door and shall be wired to extend and retract with the door. An override switch labeled ″STEP OVERRIDE″ shall be located in the eight-switch control panel to prevent the step from being extended (Section 6.13 related).

4.20X AWNINGS

Two 20 ft. wide Carefree Apex electric awnings each with a 10 ft. canvas extension shall be installed on the roof of the module, one streetside and one curbside. Module roof shall be reinforced for awning installation. The awning cases shall be white, and the canvases shall be white.

The streetside control panel shall be installed in Compartment #3, with an adjacent handheld wireless remote attached with hook and loop tape.

The curbside control panel shall be installed on the painted aluminum panel on the forward wall of the curbside passage door, with an adjacent handheld wireless remote attached with hook and loop tape.

A Carefree of Colorado Ascent awning with white case and white canvas extension sized specifically for the slide-out shall be installed over the slide out and operate automatically with the slide out (Section 4.35 related).

A Whelen #3SR00FRR Red LED flashing light shall be installed in the cab headliner (Sections 4.57 and 6.12 related). An engraved placard with white text on red background stating ″AWNING EXTENDED DO NOT MOVE VEHICLE″ shall be installed near the light. The light shall flash when the emergency brake is released, and the awnings are deployed.

4.21 EXTERIOR GRAB BAR

A 24″ stainless steel grab bar shall be installed aft of the curbside entrance door.

4.34 AUTOMOTIVE UNDERCOATING SEAL

The chassis and module underbodies (excluding the area above the fuel tank, driveline, and exhaust lines, per manufacturer's specifications) shall be sprayed with undercoating for reduced corrosion and added sound deadening.

4.35 MODULE SLIDE-OUT

An HWH in-wall slide-out system shall be installed on the curbside, forward. Slide-out features shall include integral locks to hold the slide-out open/closed. Slide-out shall be accessible from the interior of the module only. The control panel shall be installed on the painted aluminum panel on the forward wall of the curbside passage door. A footman loop and cable, with a control key attached, shall be installed adjacent to the panel. A red warning light labeled ″SLIDE-OUT DEPLOYED″ and buzzer shall be installed on the driver's console to activate when the slide out is deployed, and the park brake is released (Section 6.09 related). A Carefree of Colorado awning with white case and white canvas extension sized specifically for the slide-out shall be installed over the slide out and operate automatically with the slide out.

4.57 LEVELING SYSTEM

An HWH Corporation hydraulic four point load leveling system shall be installed to automatically level vehicle when activated while vehicle is stationary, and park brake is set. The control/warning panel shall be installed on the driver's console (Section 6.09 related). System shall be capable of automatic or manual operation and shall be wired ignition hot in order to reset the system. A safety interlock shall be installed to lock the shifter in park until the leveling system is in the stowed position.

A red warning light labeled ″LEVELING SYSTEM DEPLOYED″ and buzzer shall be installed on the driver's console to activate when the leveling system is deployed, and the park brake is released (Section 6.09 related).

A Whelen #3SR00FRR Red LED flashing light shall be installed in the cab headliner (Section 6.12 related). An engraved placard with white text on red background stating ″LEVLING SYSTEM DOWN DO NOT MOVE VEHICLE″ shall be installed near the light. The light shall flash when the emergency brake is released, and the leveling system is down.

5 MODULE INTERIOR

All interior hangers, supports, fasteners, latches, and hinges shall be of a near-flush-type design. The compartment shall be free of sharp projections. Exposed edges and corners shall be broken with a radius or protected with 1″ high-density foam covered with heavy-duty vinyl color-matched upholstery.

5.01X UPPER WALL COVERING

The upper module interior walls shall consist of light gray, heavy-grade, 0.125″ ABS vinyl panels attached to the wall structure with a closed-cell polyethylene foam tape coated on both sides with a permanent acrylic-based pressure-sensitive adhesive.

The following walls shall be covered with sound-deadening color coordinated carpet:

- Streetside wall and forward-facing wall above Bench Cabinet #12
- Rear Wall #15
- Curbside wall and forward-facing wall above Bench Cabinet #19

5.02 HEADLINER

The headliner shall be 0.125″ aluminum which is sanded, etched, washed, primed, and coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

5.03 HEAD PADS/CUSHIONS

Head pads located over all module access openings shall be 1.5″ foam covered with heavy-duty seamless vinyl upholstery. Back pads for benches shall be 1.5″ foam covered with heavy-duty seamless vinyl upholstery. Seat cushions shall be 3″ foam covered with heavy-duty seamless vinyl upholstery.

5.04X LOWER WALL COVERING

The following lower walls shall be covered with sound-deadening color coordinated carpet:

- Streetside below Bench Cabinet #12
- Rear Wall #15
- Curbside below Bench Cabinet #19

5.06X ACCESS DOOR GRAB RAILS

The curbside module access door shall have two 1.250″D stainless steel grab handles, one 18″ horizontal bar and one 24″ angled bar, which may also be used as an entry assist rail.

5.16 INSULATION

The module side, ends, roof, doors, and floor shall be insulated to enhance the interior environment and to restrict heat, cold, and external noise from entering the module. The insulation shall be a non-settling foam plank material of 1.5″, or 0.75″ thickness depending upon location and available space.

Roof, doors, wall, and floor insulation shall be polyisocyanurate.

A 3″ wide, 60-mil, closed cell polyethylene foam tape shall be used as a thermal break on the inside surface of the wall tubes.

5.17C MODULE CLIMATE CONTROL SYSTEM

Two 120 VAC Coleman rooftop 15,000 BTU cooling AC units, each with a white housing shall be installed on the module roof, one forward and one aft. Each unit shall have a fan and controls independent of the cab system and shall be plumbed to drain condensation via a flexible hose through the module structure to the ground.

The forward rooftop unit and forward 120 VAC wall heater shall be powered by secondary shoreline and generator and shall be controlled by a shared analog thermostat located on the Forward A/V #25 Wall (Sections 6.21, 6.37 and 6.44 related).

The aft rooftop unit and aft 120 VAC wall heater shall be powered by generator only and shall be controlled by a shared analog thermostat on the wall above Curbside Bench #19 (Sections 6.37 and 6.44 related).

5.23X WHITE MARKER BOARDS

Two 36″W x 18″H white marker boards shown on the Streetside Workstation #5 wall **shall not be installed**.

A 48″W x 18″H white marker board shown on the Curbside Workstation #23 wall **shall not be installed**.

The following shall be painted with GB-33631 white paint each with an additional clear coat to be used as a dry erase surface:

- Cabinet doors #1-4, #9-11, #16-18 and #20-22
- Both sides of the partition, including door
- Walls above Streetside Workstation #5 including forward and aft-facing
- Walls above Curbside Workstation #23 including forward and aft-facing
- The forward A/V Wall #25

5.24X CLOCKS

Two atomic-controlled clocks shall be installed, one on the Rear A/V #15 Wall, upper and one on the Forward A/V #25 Wall, upper. Each clock shall be LCD display and show hours (12/24 selectable), minutes, seconds, date, day, and temperature. Each clock is powered by two AA alkaline batteries.

5.28 REFRIGERATOR

A Dometic #CRX0050 1.60 cubic ft. refrigerator with a space saver frame and black positive latching door shall be installed as Cabinet #6. There shall be vents to provide adequate air flow to the condenser coil below Cabinet #6. It shall be wired to be on with shorepower #2 or generator (Sections 6.21 and 6.44 related).

5.33D MODULE INTERIOR SEATING

Three rolling mesh fabric task chairs shall be provided and installed, one per workstation seating. A 1.5″ strap with footman loops and quick-release buckles shall be installed at each location to hold the chair in place during transit.

6 ELECTRICAL

All added body and chassis electrical equipment shall be served by circuits separate and distinct from the vehicle chassis circuits. All vehicle wiring shall be copper and conform to all SAE J1128 requirements. The wiring shall be colored, numbered, or function coded every 3″ for permanent identification and correspond with the vehicle schematics. Solderless, insulated connectors shall be used. Slotted Panduit-style wiring duct shall be used in electrical component module to ensure air circulation throughout power component wiring. The wiring shall be routed in conduit or looms and wiring shall be secured to the underbody or frame with insulated metal cable straps. All power distribution cabling shall be covered with a protective split loom. Where wiring passes over the exhaust, a heat shield shall be installed. The electrical component module shall be equipped with positive locking plugs to provide easy disconnect for remount or repair of body. All wiring devices, switches, outlets, etc., except circuit breakers, shall be rated to carry 125% of the maximum ampere load for which the circuit is protected.
The vehicle electrical system shall be tested and certified to AMD 005 requirements.

6.01 ELECTRICAL LOAD DEVICES

Body electrical wiring shall utilize overload protective devices of the automotive-type circuit breaker. In addition, one single pole, 20-amp circuit breaker shall be provided for future use. The circuit breakers, relays, and other electrical items shall be included as part of the enclosed electrical component module located in the Electrical Cabinet #13.

6.04 IGNITION CONTROL

Chassis electrical circuits shall be controlled by the ignition switch as provided by the OEM chassis manufacturer. The auxiliary chassis-related functions shall be powered by one InPower #SSC20-100 solid state contactor, triggered by the chassis ignition.

6.05I MODULE POWER

Module power shall be controlled by lighted momentary contact switches labeled ″MODULE DISC.″ installed in the following locations:

- Driver's console (Section 6.09 related)
- Forward wall of curbside passage door

Each switch shall activate an InPower #SSC42-275 solid state contactor located in the electrical component module. An ignition interlock shall disconnect module power 15-20 minutes after vehicle's ignition is turned off. The interlock shall also allow module power to be reactivated independently for 15-20 minutes by cycling either the ignition switch or one of the module disconnect switches. Pressing the top of the switch shall turn on the module power and the switches indicator light. Pressing the bottom of the switch shall turn off the module power and the switches indicator light.

6.06 WIRING ACCESS

All cabinets and compartments shall have removable panels as needed to access wiring harnesses and hoses.

6.07 BACK-UP ALARM

An SAE J994-compliant Ecco Safety Group #SA950 SRC Smart Alarm self-adjusting back-up alarm shall be installed, with a momentary disable switch labeled ″BACK-UP DISABLE″ in the driver's console (Section 6.09 related). If disabled while in reverse, the back-up alarm shall automatically reset when shifted out of reverse.

6.08 SERVICE LOOP

A 6″ service loop of wire or harness shall be provided at all electrical components, terminals, and connection points.

6.09X DRIVER'S CONSOLE

A **custom** driver's console made of black-powder-coated formed aluminum shall be installed between the seats. It shall have:

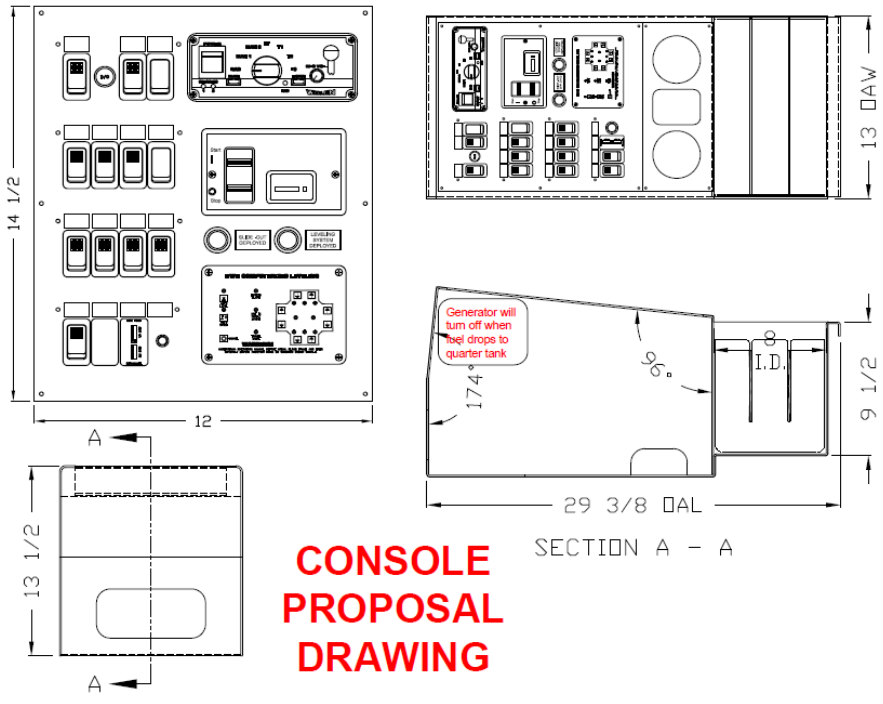
- A RAM MDT mount with Safety Vision monitor in upper corner, passenger side (Section 6.46 related)
- A cup holder plate
- A map holder with two mill-finished aluminum dividers
- A custom faceplate with the following layout:

1. Module Disc.	Passage Compt. D/O Lights	2. Emerg. Master	3. Back-up Disable	Siren

4. Front Flasher	5. Side Flashers	6. Rear Flasher	7. Opticom	Generator Panel (Section 6.44 related)

7. Left Scene	8. Right Scene	9. Rear Scene	10. Front Scene	Slide-Out Light	SLIDE-OUT DEPLOYED (label)	Level System Light	LEVELING SYSTEM DEPLOYED (label)

11. Ground Lights	12. Blank	13. Dual USB A/C	Event Button	HWH Leveling Panel



6.10 SWITCHES

Switches installed in the driver's console and workstation panels shall be rocker-type and permanently marked by function.

6.12X DOOR AJAR WARNING LIGHTS

A red flashing warning light on driver's console shall be provided to warn driver of open passenger access door or open exterior compartment doors.

A Whelen #3SR00FRR Red Lens Red LED flasher shall be installed overhead in the cab to warn the driver when awning is extended, or the leveling system is deployed when the vehicle is out of park.

Three engraved labels each with white text on a red background shall be installed adjacent to the overhead light.

The labels shall state the following:

- ″DO NOT MOVE VEHICLE IF LIGHT IS ON″
- ″AWNING EXTENDED DO NOT MOVE VEHICLE″
- ″LEVELING SYSTEM DOWN DO NOT MOVE VEHICLE″

Two flashing LED warning lights each with a Red lens and buzzer shall be installed on the driver's console and shall activate when the respective items are deployed, and the park brake is released. Two engraved labels each with white text on a red background shall be installed on the driver's console next to the respective light:

- One shall state: ″SLIDE-OUT DEPLOYED″
- One shall state: ″LEVELING SYSTEM DEPLOYED″

6.13X CONTROL PANELS

A two-switch control panel shall be located on the streetside forward wall above Curbside Bench Cabinet #19 with the following switch layout:

1.	2.
Dome Hi-Off-Lo	Workstation

An eight-switch control panel shall be located on the forward wall of curbside passage door with the following switch layout:

1.	2.	3.	4.	5.	6.	7.	8.
Dome Hi-Off-Lo	Negotiation	Step Override	Left Scene	Rear Scene	Right Scene	Front Scene	Ground Lights

6.14X CABINET LIGHTING

The wall area below Cabinets #1-4, #9-11, #16-18 and #21 shall be lighted utilizing an IT5-40K 36″L LED light, total of eleven. The wall area below Cabinet #22 shall be lighted utilizing an IT5-40K 24″L LED light.

The lights below Cabinets #1-4 shall be controlled by an on/off switch with bezel, labeled ″WORKSTATION″ installed on the wall of the Streetside Workstation #5, centered between workstations.

The lights below Cabinets #21and #22 shall be controlled by an on/off switch with bezel, labeled ″WORKSTATION″ installed on the wall of the Curbside Workstation #23, forward.

The lights below Cabinets #9-11 and #16-18 shall be controlled by an on/off switch labeled ″WORKSTATION″ installed in the two-switch panel located on the forward wall above the Curbside Bench Cabinet #19.

Three automatic cabinet lights shall be installed: one each in Cabinets #13-14 and two in Cabinet #20.

6.16 MODULE INTERIOR LIGHTING

Shall be designed to keep vehicle height to a minimum without interfering with the structural integrity of the roof. Module interior lighting shall consist of ten dual intensity Whelen #80C0EHCR LED recessed lights. Four lights shall be installed in the rear work area and six lights shall be installed in the forward work area.

The four rear dome lights shall be controlled by a ″DOME HI-OFF-LO″ switch located in the two-switch control panel.

The six forward dome lights shall be controlled by a ″DOME HI-OFF-LO″ switch located in the eight-switch control panel.

The forward bank of lights shall come on when the side passage door is opened.

6.17X BASIC EXTERIOR LIGHTING

Basic lighting shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, hazard lights, identification lights, clearance lights, and side marker lights as required by FMVSS 108.

Module identification lights, clearance lights, and side marker lights, unless included on a lightbar, shall be Truck-Lite LED Model 36.

Rear and side reflex reflectors shall be installed in accordance with FMVSS 108 requirements.

Rear stop/tail, turn and back-up lights shall be Truck-Lite Model 45 series LED lights, installed in the rear kick panel, pattern from outboard in: red stop/tail light, amber turn signal, and clear back-up light. The back-up lights shall activate automatically when the vehicle is placed in reverse.

A Whelen OS #OSR00FCR Clear Lens Red Super-LED light with chrome flange shall be installed on the curbside of module, forward of the passage door and shall activate by a switch labeled ″NEGOTIATION″ located in the eight-switch panel.

6.18 COMMUNICATIONS EQUIPMENT

The customer shall be responsible for powering up and tuning of any radio equipment.

Item #1

Description: One ***customer-supplied*** Kenwood radio transceiver with one remote head, speaker, and mic shall be installed (Section 8.02 related, make/model to be determined at preconstruction meeting).

Location:

- Transceiver on the IT Rack in Radio Cabinet #1
- One remote head, mic and speaker on the underside of Cabinet #3

Additional Instructions: All connections shall be made, including antenna, antenna cables, battery power and/or ignition power, and grounds. Prior to powering up of the module, all in-line fuses of radio equipment shall be removed and secured to their fuse holders.

Item #2

Description: One Blue Sea #5032 split bus fuse block shall be installed, for future ***customer-supplied-and-installed*** equipment.

Location: In Radio Cabinet #1

Additional Instructions: At electrical panel and fuse block, circuit shall be properly labeled and functionally wired. One 30 amp automatic reset breaker wired ignition hot, and one 40 amp automatic reset breaker wired battery hot, shall be installed.

Item #3

Description: One Cradlepoint E3000 Router with Wi-Fi shall be provided and installed.

Location:

- On the IT Rack in Radio Cabinet #1

Additional Instructions: All connections shall be made, including antenna, antenna cables, battery power and/or ignition power, and grounds. Prior to powering up of the module, all in-line fuses of radio equipment shall be removed and secured to their fuse holders.

6.19 ANTENNA MOUNTS AND CABLES

Two Larsen High/Low Frequency NMO universal antenna mounts with RG-58U low loss, dual shield cables with FME male connectors shall be installed on the module roof. The antenna cables shall terminate in Radio Cabinet #1, one cable shall be connected to the Kenwood transceiver and one coiled loose.

Two additional mini-UHF style adapters shall be shipped loose (Section 8.01 related).

One Wi-Fi antenna mount shall be provided and installed on the module roof. The antenna cable shall terminate in Radio Cabinet #1 and shall be connected to the Cradlepoint router.

6.21X SHORELINE/GENERATOR LOAD CENTER

Utility power shall be furnished with 120 VAC shorepower via two 20-amp Kussmaul Super Auto-Eject plugs, each with a white cover and green indicator light on a stainless-steel plate located on the driver's side of vehicle and distributed through a load center located in Cabinet #14. The upper shoreline connection shall be labeled ″SHORELINE″ and shall power 120 VAC receptacles and the battery charger. The lower shoreline connection shall be labeled ″120 VAC HEATER″ and shall power the **forward** rooftop A/C unit. Two automatic transfer switches shall be furnished and wired between the generator and two 20-amp shorelines to provide power to selected 120 VAC loads from either electrical source. All exposed 120 VAC receptacles shall be GFCI protected (to be confirmed at preconstruction meeting).

Load Center #1

1.	80-amp Battery Charger (20A non-GFCI, Shorepower #1 & Generator)	2.	Refrigerator (15A non-GFCI, Shorepower #1 and Generator)
3.	Awnings, S/S & C/S (15A non-GFCI, Shorepower #1, & Generator)	4.	Receptacles, rear exterior (15A non-GFCI, Shorepower #1, & Generator)
5.	Receptacles, rear **interior** (15A non-GFCI, Shorepower #1, & Generator)	6.	Receptacles, Compartment #3, Exterior Workstation #6 (15A non-GFCI, Shorepower #1, & Generator)
7.	Receptacles, S/S Workstation (15A non-GFCI, Shorepower #1 & Generator)	8.	Receptacles, C/S Workstation (15A non-GFCI, Shorepower #1 & Generator)

Load Center #2

1.	Forward Rooftop A/C unit and forward wall heater (20A non-GFCI, Shorepower #2 & Generator)	2.	Aft Rooftop A/C unit and aft wall heater (20A non-GFCI, Generator only)

Twenty-four interior 120 VAC GFCI duplex receptacles shall be installed:

- One in Compartment #2 (not shown in drawings)
- One in Compartment #3 (not shown in drawings)
- Three in Compartment #5 (not shown in drawings)
- Two in Compartment #6
- One in Radio Cabinet #1
- One in Cabinet #2
- One in Cabinet #3
- One in Cabinet #4
- Six in Streetside Workstation #5 raceway
- Three on Rear A/V #15 Wall
- Two in Cabinet #20
- Two in Curbside Workstation #23 raceway
- One on Front A/V #25 Wall

Three non-GFCI duplex receptacles shall be installed:

- One in Cabinet #6
- One in Electrical Cabinet #13 (not shown in drawings)
- One in Load Center Cabinet #14 (not shown in drawings)

Four exterior 120 VAC non-GFCI duplex receptacles installed, each with a weather proof cover shall be installed:

- One on the streetside of module, forward of Compartment #3
- One on the rear of module, streetside, above Compartment #4
- One on the rear of module, curbside
- One on the curbside of module, forward of Compartment #5

One Tripp Lite 120 VAC Surge Protector Power Strip with twelve outlets and Tel/Modem protection shall be installed in Radio Cabinet #1 (not shown in drawings).

6.22 BATTERY GROUNDS

In addition to OEM chassis grounds, the following ground circuits shall be added to reduce RF interference:
-A minimum 4 ga. ground cable from the power component panel to the chassis frame.
-Two braided ground straps with soldered ends from the module body to the chassis frame.

6.23A BATTERY CHARGER

An 80-amp minimum converter/battery charger shall be installed in the Electrical Cabinet #13 and wired to Shoreline #1. The converter/charger shall provide multi-stage charging designed for long term operation without damage to batteries.

6.24 BATTERY MODIFICATIONS

Chassis batteries shall be utilized in existing locations.

6.25 12 VDC POWER SUPPLY

Twelve Kussmaul combination USB-A/USB-C switch-insert-style charging ports, each with a bezel shall be installed:

- One Compartment #6
- Five in Streetside Workstation #5 raceway
- Two on the Rear A/V #15 Wall
- Two in Curbside Workstation #23 raceway
- One in the driver's console (no bezel)

All 12 VDC power point receptacles, USB charge ports, 12 VDC charging circuits, electric air compressors, if present, shall be powered from a 12 VDC auxiliary bus. An InPower LVD20-100-SPC540 low voltage disconnect switch shall deliver power to the auxiliary bus only when the supply voltage to the vehicle batteries is at or above 13.0 VDC.

6.26X COMPARTMENT LIGHTING

LED strip lighting shall be installed in each outside compartment, compartment, excluding Generator Compartment #1 and Compartment #4, and shall be activated by the respective compartment door switch. Compartments #3 and #5 shall each have two strip lights installed.
Compartment #6 shall have two strip lights and shall be controlled by an on/off switch with bezel labeled ″WORKSTATION″ installed in Compartment #6.

6.27 EXTERIOR DOOR SWITCHES

Shall be 1/2″ mechanical door switches.

6.30X EMERGENCY WARNING SYSTEMS

All emergency lighting shall meet California Title 13 standards and California Vehicle Code requirements.

6.30.01X FRONT LIGHTBAR

A **98″** Whelen 4500 Plus Series Super-LED lightbar shall be recessed on the front of the module, pattern curbside to streetside:

Location	Lens Color	Model	Light Color	Type	Light	Flash Pattern	Additional
Curbside	Clear	700 Series	Red	LED	Flasher	Signal Alert	
	Clear	LR11	Clear	LED	Scene Ligh		(Section 6.30.04 related)
	Clear	700 Series	Red	LED	**Steady Red**		
	Clear	700 Series	Clear	LED	Scene Light		(Section 6.30.04 related)
Center	Clear	Opticom	IR	LED			(Section 6.48 related)
Streetside	Clear	700 Series	Clear	LED	Flasher	Signal Alert	
	Clear	700 Series	Blue	LED	Flasher	Signal Alert	
	Clear	LR11	Clear	LED	Flasher	Signal Alert	(Section 6.30.04 related)
	Clear	700 Series	Blue	LED	Flasher	Signal Alert	

The lightbar shall be recess-mounted with the horizontal plane of the roof, and protrude no more than 1/2″ beyond the vertical plane of the front and sides of the module. The LED ICC clearance and identification lamps shall be an integral part of the lightbar.

The lightbar flashers shall be controlled by the ″FRONT FLASHER″ switch in the driver's console. The clear flashers shall be disabled when the vehicle is shifted into park. The scene lights shall also be controlled by the ″FRONT SCENE″ switches, one in the driver's console and one in the eight-switch control panel.

6.30.02C REAR UPPER FLASHERS

Six Whelen 700 light heads with chrome flanges shall be installed on the rear of the module, upper, pattern curbside to streetside:

Curbside: #70R02FCR Clear Lens Red Super-LED flasher
#70C0ELZR LED scene light (Section 6.30.04 related)
#70B02FCR Clear Lens Blue Super-LED flasher
#70B02FCR Clear Lens Blue Super-LED flasher
#70C0ELZR LED scene light (Section 6.30.04 related)

Streetside: #70R02FCR Clear Lens Red Super-LED flasher

The upper rear flashers shall be controlled by the "REAR FLASHER" switch in the driver's console.

6.30.03X FLASHERS

Ten Whelen 700 Series Super-LED flashers with chrome flanges shall be installed:

- Four #70B02FCR Clear Lens Blue; two each on the curbside and streetside in upper corners, outboard
- Four #70R02FCR Clear Lens Red; two each on the curbside and streetside in upper corners, inboard
- Two #70A02FCR Clear Lens Amber on the rear of module, one on each side above outlet

Side flashers shall be controlled by the ″SIDE FLASHERS″ switch and the rear flashers shall be controlled by the ″REAR FLASHER″ switch on the driver's console.

6.30.04X SCENE LIGHTS

Four Whelen 700 Series #70C0ELZR LED scene lights with chrome flanges shall be installed - two each on the curbside and streetside of the module in the upper corners, **centered between the flashers**. The curbside passage door shall activate the curbside scene lights. The scene lights shall also be controlled by the respective switches on the driver's console and the eight-switch control panel.

Two Whelen LR-11 LED scene lights shall be included in the front lightbar, and two Whelen 700 Series #70C0ELZR LED scene lights shall be included in the rear upper flashers.

The front scene lights shall be controlled by the ″FRONT SCENE″ switches, one in the driver's console and one in the eight-switch control panel. The rear scene lights shall be controlled by the ″REAR SCENE″ switches, one in the driver's console and one in the eight-switch control panel and shall activate when the vehicle is placed in reverse.

Two Whelen #PFH2 Pioneer Plus LED scene lights, each with #PBH203 semi recessed housing with chrome flange, shall be installed:

- One on the upper streetside of module, centered
- One on the upper curbside of module, centered

The scene lights shall be activated by the respective switches on the driver's console and in the eight-switch control panel.

6.30.06X INTERSECTION LIGHTS

Four Whelen Tier Series Super-LED flashers with chrome flanges shall be installed:

- #TLIR Clear Lens Red LED Flasher on the streetside cab fender
- #TLIB Clear Lens Blue LED Flaser on the streetside module, above wheel weel
- #TLIR Clear Lens Red LED Flasher on the curbside cab fender
- #TLIB Clear Lens Blue LED Flaser on the curbside module, above wheel weel

Lights shall be controlled by the ″SIDE FLASHERS″ switch on the driver's console.

6.30.08X GRILLE LIGHTS

Four Whelen Tier Series Super-LED flashers with chrome flanges shall be installed on the OEM Grille:

- #TLIB Clear Lens Blue LED Flaser curbside, above
- #TLIR Clear Lens Red LED Flasher streetside, above
- Two #TLIC Clear Lens Clear LED Flaser one on each side, below

Lights shall be controlled by the ″FRONT FLASHER″ switch on the driver's console.

6.30.09X SIREN

A Whelen 295SLSA1, 200 watt siren shall be installed in the driver's console. Standard features shall include Radio Rebroadcast, Public Address, Manual, Wail, Yelp, and Air horn (Piercer tone not allowed in California). The siren shall be set to operate in California Title 13 operation mode. The siren's hands free function shall operate through the OEM horn ring circuit when the sirens rotary selector is in the HF position and the emergency master switch is on.

6.30.10C SIREN SPEAKERS

Two Federal Signal BP200-EF 200-watt speakers with North Star stainless steel grilles shall be installed in the OEM bumper cutout.

6.37X AUXILIARY HEATERS

Two Cadet 120 VAC 1000 watt wall heaters, each with a white face shall be flush-mounted: one on the Rear A/V #15 Wall, lower and one on the Front A/V #25 wall, lower.
The forward 120 VAC wall heater and the forward roof top unit shall be powered by secondary shoreline and generator and shall be controlled by a shared analog thermostat located on the Forward A/V #25 Wall (Section 6.44 related).
The aft 120 VAC wall heater and aft rooftop unit shall be powered by generator only and shall be controlled by a shared analog thermostat on the wall above Curbside Bench #19 (Section 6.44 related).

6.40X ELECTRIC DOOR LOCKS

Electric door locks shall be installed on all compartment and module passage door. One lock/unlock switch shall be provided in the module located on the curbside passage door. The door locks for the cab and module shall be interconnected, to allow all doors to be locked/unlocked from either the cab or module.

6.43X GROUND LIGHTS

Six Truck-Lite #6060C LED ground lights with brackets shall be installed:
- One under each cab running board
- One under Compartment #1
- One under the curbside passage door
- Two under the rear bumper, outboard

Lights shall be controlled to illuminate when ignition is on, transmission is in park, and a switch labeled ″GROUND LIGHTS″ in the driver's console is in the on position.
Lights shall also be controlled by an on/off switch labeled ″GROUND LIGHTS″ located in the eight-switch control panel.

6.44 GENERATOR

An Onan 7kW gas generator shall be installed in Compartment #1 and be wired to all 120 VAC loads. Generator shall be installed so as to be adequately serviceable and shall be fueled from vehicle fuel tank. Fuel supply to the generator shall be cut off when the chassis tank to which it is connected falls below 1/4 full. A warning label shall be provided and installed on the cab console stating: ″Generator will turn off when fuel drops to quarter tank″. Two remote start panels, each with an integrated hour meter, shall be installed, one on the driver's console, and one on a painted aluminum plate on the forward wall of curbside passage door. Generator shall be vented by cut outs in the compartment floor as specified by the generator manual, along with louvers in the door for additional ventilation. The compartment light shall be omitted from the generator compartment. Generator exhaust shall be routed out below the side of the module.
When generator compartment temperature exceeds 95ºF, it is the recommendation of the upfitter to open the compartment door to ensure adequate ventilation.

6.46X AUDIO/VIDEO/RECORDING EQUIPMENT

Item #1 – EXTERIOR COMPARTMENT MONITOR WITH MOUNT:
Description: A Samsung 43″ QLED 4K television with at least one HDMI input shall be provided and installed on a Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount installed on aluminum track that is welded to the back wall of Compartment #6 (different than shown in drawings).
Locations: TV and mount shall be installed in Compartment #6
Additional Instructions: Television shall be connected via an HDMI cable to the output of the HDMI Matrix in Radio Cabinet #1 and RJ45 port shall be connected to the network switch in Radio Cabinet #1 via CAT 6 cable (Section 6.52 related).

Item #2 – INTERIOR MONITOR WITH MOUNT:
Description: A Dell 24″ LED monitor with at least one HDMI input shall be provided and installed on a Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount (not shown in drawings).
Locations: Monitor and mount shall be installed on the Streetside Workstation #5 wall, forward workstation
Additional Instructions: Monitor shall be connected via an HDMI cable to the output of the HDMI Matrix in Radio Cabinet #1 and RJ45 port shall be connected to the network switch in Radio Cabinet #1 via CAT 6 cable (Section 6.52 related).

Item #3 – INTERIOR MONITOR WITH MOUNT:
Description: A Dell 24″ LED monitor with at least one HDMI input shall be provided and installed on a Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount (not shown in drawings).
Locations: Monitor and mount shall be installed on the Streetside Workstation #5 wall, aft workstation
Additional Instructions: Monitor shall be connected via an HDMI cable to the output of the HDMI Matrix in Radio Cabinet #1 and RJ45 port shall be connected to the network switch in Radio Cabinet #1 via CAT 6 cable (Section 6.52 related).

Item #4 – INTERIOR MONITOR WITH MOUNT:
Description: A Samsung Flip Pro 55″ LED television with at least one HDMI input shall be provided and installed on a Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount (not shown in drawings).
Locations: TV and mount shall be installed on the Rear A/V #15 Wall
Additional Instructions: Television shall be connected via an HDMI cable to the output of the HDMI Matrix in Radio Cabinet #1 and RJ45 port shall be connected to the network switch in Radio Cabinet #1 via CAT 6 cable (Section 6.52 related).

Item #5 – INTERIOR MONITOR WITH MOUNT:
Description: A Dell 24″ LED monitor with at least one HDMI input shall be provided and installed on a Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount (not shown in drawings).
Locations: Monitor and mount shall be installed on the Curbside Workstation #23 wall
Additional Instructions: Monitor shall be connected via an HDMI cable to the output of the HDMI Matrix in Radio Cabinet #1 and RJ45 port shall be connected to the network switch in Radio Cabinet #1 via CAT 6 cable (Section 6.52 related).

Item #6 – INTERIOR MONITOR WITH MOUNT:
Description: A Samsung Flip Pro 55″ LED television with at least one HDMI input shall be provided and installed on a Mounting Dream #MD2210 RV lockable/tiltable retracting wall mount (different than shown in drawings).
Locations: TV and mount shall be installed on the Front A/V #25 Wall
Additional Instructions: Television shall be connected via an HDMI cable to the output of the HDMI Matrix in Radio Cabinet #1 and RJ45 port shall be connected to the network switch in Radio Cabinet #1 via CAT 6 cable (Section 6.52 related).

Item #7
Description: A Netgear 16-port PoE Gigabit Ethernet Switch shall be provided and installed (not shown in drawings).
Location: On the IT Rack in Radio Cabinet #1
Additional Instructions: All connections from the RJ45 ports via CAT 6 cable shall be made (Section 6.52 related).

Item #8
Description: A 4 input and 2 output 4K Ultra HD 4x2 Matrix HDMI switch shall be provided and installed (not shown in drawings).
Location: On the IT Rack in Radio Cabinet #1
Additional Instructions: Four HDMI inputs and two HDMI outputs in following locations (Section 6.52 related):

4K Matrix Switch			
Inputs	***Location***	***Outputs***	***Location***
1	Cabinet #5	1	Compartment #6
2	Cabinet #5	2	Cabinet #25
3	Cabinet #5		
4	Cabinet #23		

Note: Details to be confirmed at preconstruction meeting.

Item #9
Description: Two J-Tech Digital 4K Ultra HD Base HDMI extender over Cat5e/G Ethernet shall be provided and installed (not shown in drawings).
Location:

- One Receiver in Compartment #6
- One Sender and Receiver on the IT Rack in Radio Cabinet #1
- One Sender in Curbside Workstation #23

Additional Instructions: All connections shall be made to send and receive HDMI signals (Section 6.52 related).

HDMI Extender 1			
Sender		***Receiver***	
1	Cabinet #23 (In Raceway)	1	Cabinet #1
HDMI Extender 2			
Sender		***Receiver***	
2	Cabinet #1	2	Compartment #6

Note: Details to be confirmed at preconstruction meeting.

Item #10
Description A Safety Vision audio/video security system shall be provided and installed, including the following components (not shown in drawings):

- Two AHD Total View cameras
- One 1089P Mini Rear View Camera
- One 1080 AHD 2.8mm camera
- One front windsheild bracket
- One #41-GPS2 GPS Module
- One HVR #4401-HVR with 4-channels
- One 512GB SD card
- One ″EVENT″ switch
- One 7″ touch screen monitor
- One RAM mount
- Remote

Locations:

- One AHD Total View Camera on the streetside of module, forward, upper
- One 1089P Mini Rear View Camera on the rear of module, upper, center
- One AHD Total View Camera on the curbside of module, forward, upper
- One 1080 AHD 2.8mm camera and front windshield bracket in the cab on the windshield, center
- GPS Module on module roof
- HVR #4401-HVR with 4-channels on the IT Rack in Radio Cabinet #1
- 7″ touch screen video monitor and RAM mount on the driver's console
- An ″EVENT″ switch on the driver's console
- Remote shipped loose (Section 8.01 related)

Additional Instructions: The GPS module cable shall be connected to the HVR in Radio Cabinet #1. The cameras, HVR and video shall activate with the ignition. The HVR shall continue to record for 30 minutes after the ignition has been turned off.
Note: Details to be confirmed at preconstruction meeting.

Item #11

Description: An 836 Technologies CINT Commander II™ System with two Tactical Video Throw Phone, and two Tactical Phone Consoles (DVR) shall be provided and installed, including the following components:

- CINT Commander II™ unit with audio-out plug and encased in protective hard shell case
- Two Tactical Phone Consoles (DVR) each with built-in 22″ display in lid, RJ14 jack, HDMI-out jack, and 16-pin male connector, each in protective hard-shell case
- CINT Satellite software package
- Two negotiator headsets and three additional team headsets, each with 2.5mm headset plug and adapter
- One 100 watt audio amplifier
- Six 3.5mm audio jacks
- Five control knobs

Locations:

- One hard-shell case and 16-pin male connector in Compartment #3 (Section 6.52 related)
- One 3.5mm audio jack and one volume control knob in Compartment #6 (Section 6.52 related)
- One 100 watt audio amplifier on IT Rack in Radio Cabinet #1
- One 16-pin connector in the Streetside Workstation #5 raceway (Section 6.52 related)
- One RJ14, one HDMI jack, two 3.5mm audio jacks and two volume control knobs in the Streetside Workstation #5 raceway (Section 6.52 related)
- One RJ14, one HDMI jack and one 3.5mm audio jack on the Rear A/W #15 Wall (Section 6.52 related)
- One 3.5mm audio jack and one volume control knob in Curbside Workstation #23 raceway (Section 6.52 related)
- One 3.5mm audio jack and one volume control knob on the Forward A/V #25 Wall (Section 6.52 related)
- CINT Commander II™ unit with hard-shell case shall be shipped loose (Section 8.01 related)
- Two Tactical Phone Consols and one hard case shall be shipped loose (Section 8.01 related)
- Five Headsets (two with built-in mic) shall be shipped loose (Section 8.01 related)

Additional Instructions: The audio amplifier shall be wired to amplify the audio from the CINT Commander II via six 3.5mm audio jacks and five volume control knobs.

Note: Details to be confirmed at preconstruction meeting.

6.48 TRAFFIC SIGNAL PREEMPTION

Lightbar shall include a center-mounted GTT #795H Opticom traffic preemption emitter. The Opticom shall be controlled by the ″OPTICOM″ switch on the driver's console and shall disable when the vehicle is shifted into park.

6.52 NETWORK

Wall Plate #1 – Exterior Compartment #3
Features: Wall plate with one 16-pin circular connector
Wall Plate Location: Forward wall of Compartment #3
Additional Instructions: A 16-pin connector with cabling shall be connected to a wall plate in Streetside Workstation #5 raceway.

Wall Plate #2 – Exterior Compartment #6
Features: Wall plate with one RJ45 port and one HDMI port
Location: Forward wall of Compartment #6
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI output via a HDMI cable and HDMI extender will connect to the Matrix in Radio Cabinet #1. A HDMI cable shall connect from the back of the Television to HDMI output, and a CAT6 cable shall connect from the back of the television to the RJ-45 Port.

Wall Plate #3 – Exterior Compartment #6
Features: Wall plate with one RJ45 port and one 3.5mm audio jack
Location: Aft wall of Compartment #6
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. Audio jack shall be connected to the CINT Commander II Unit in Radio Cabinet #1.

Wall Plate #4 – Streetside Interior Wall
Features: Wall plate with one 16-pin circular connector
Wall Plate Location: Streetside Workstation #5 raceway, forward
Additional Instructions: A 16-pin connector with cabling shall be connected to a wall plate in exterior Compartment #3, forward wall.

Wall Plate #5 – Streetside Interior Wall
Features: Wall plate with one RJ45 port, one RJ14 port and one HDMI port
Wall Plate Location: Streetside Workstation #5 raceway, forward
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI input via an HDMI cable will connect to the Matrix in Radio Cabinet #1.

Wall Plate #6 – Streetside Interior Wall
Features: Wall plate with one RJ45 port and one HDMI port
Wall Plate Location: Streetside Workstation #5 raceway, forward workstation
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI input via an HDMI cable will connect to the Matrix in Radio Cabinet #1.

Wall Plate #7 – Streetside Interior Wall
Features: Wall plate with one 3.5mm audio jack
Wall Plate Location: Streetside Workstation #5 raceway, forward workstation
Additional Instructions: Shall be connected to the CINT Commander II Unit in Radio Cabinet #1.

Wall Plate #8 – Streetside Interior Wall
Features: Wall plate with one RJ45 port and one HDMI port
Wall Plate Location: Streetside Workstation #5 raceway, aft workstation
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI input via an HDMI cable will connect to the Matrix in Radio Cabinet #1. An RJ14 port shall be connected to RJ14 port located on the Rear A/V #15 Wall.

Wall Plate #9 – Streetside Interior Wall
Features: Wall plate with one 3.5mm audio jack
Wall Plate Location: Streetside Workstation #5 raceway, forward workstation
Additional Instructions: Shall be connected to the CINT Commander II Unit in Radio Cabinet #1.

Wall Plate #10 – Rear Interior Wall
Features: Wall plate with one RJ45 port and one HDMI port (not shown in drawings)
Location: Rear A/V #15 Wall, center
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI input via an HDMI cable will connect to the Matrix in Radio Cabinet #1.

Wall Plate #11 – Rear Interior Wall
Features: Wall plate with two RJ45 ports, one RJ14 port and one 3.5mm audio jack (different than shown in drawings)
Location: Rear A/V #15 Wall, above table
Additional Instructions: Two RJ-45 ports via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. An RJ14 port shall be connected to RJ14 port located in the Streetside Workstation #5 raceway. Audio jack shall be connected to the CINT Commander II Unit in Radio Cabinet #1.

Wall Plate #12 – Curbside Interior Wall
Features: Wall plate with one RJ45 port and one HDMI port
Wall Plate Location: Curbside Workstation #23 raceway
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI input via an HDMI cable will connect to the Matrix in Radio Cabinet #1.

Wall Plate #13 – Curbside Interior Wall
Features: Wall plate with one 3.5mm audio jack
Wall Plate Location: Streetside Workstation #5 raceway, forward workstation
Additional Instructions: Shall be connected to the CINT Commander II Unit in Radio Cabinet #1.

Wall Plate #14 – Forward Interior Wall
Features: Wall plate with one 3.5mm audio jack
Wall Plate Location: Front A/V #25 wall
Additional Instructions: Shall be connected to the CINT Commander II Unit in Radio Cabinet #1.

Wall Plate #15 – Forward Interior Wall
Features: Wall plate with one RJ45 port and one HDMI port
Location: Front A/V #25 wall
Additional Instructions: An RJ-45 port via a CAT6 cable shall be connected to the Network Switch in Radio Cabinet #1. The HDMI input via an HDMI cable will connect to the Matrix in Radio Cabinet #1.
Note: Details to be confirmed at preconstruction meeting.

6.53 ELECTRONIC EQUIPMENT RACK

A 19″W x 22″H electronic equipment rack with black powder coated rails and four shelves shall be installed in the Radio Cabinet #1.
Reference photo from 3865-5:

7 SUPPORTING DOCUMENTATION

7.01B OWNERS MANUAL

Shall be provided with the vehicle and shall include the following items:

- Braun Northwest Contact Information
- Warranties
- Service and Operations Manual
- Electrical Drawings
- Parts list
- Specifications and Drawings
- Certifications
  - AMD 005 Low Voltage Electrical System Test
- Product Manuals
- Second OEM chassis key

7.03B LABELS

The following labels shall be provided:

Label Description	Location
Braun Northwest Paint Label	Inside of the electrical cabinet door
FMVSS Certification Label	Adjacent to the chassis OEM stickers, typically on the B pillar (or inside of the electrical cabinet door if there is not room on the B pillar)
Tire and Loading Information Label (for under 10k GVWR only)	
Overall Height and GVWR	Visible to the driver while seated
Shorepower Inlet Rating	Near the shorepower inlet

8 MISCELLANEOUS EQUIPMENT

8.01 LOOSE EQUIPMENT

The following equipment shall be shipped loose with the vehicle:

- Touch-up paint, one bottle each:
  - To match Dark Gray G4-5305035
  - White (G2-33631 Alt 2)
  - Light Gray (GLV-51748)
- Two 20-amp cord ends for shorelines
- Two mini-UHF style adapters
- CINT Commander II™ unit with hard shell case
- Two Tactical Phone Consoles and one hard shell case
- Five Headsets (two with built-in mic)
- Safety Vision remote
- Two compartment keys, J236

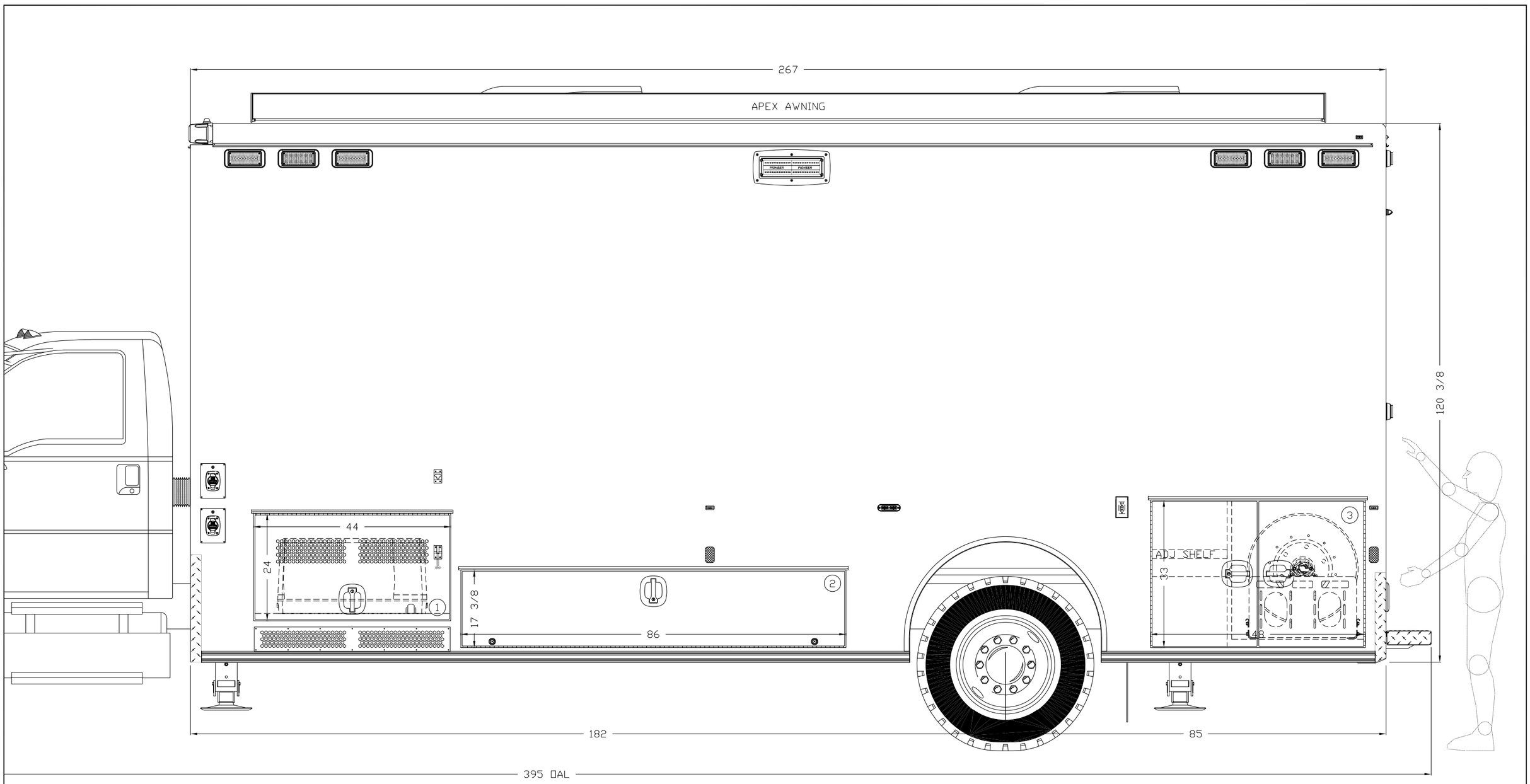
8.02 CUSTOMER SUPPLIED EQUIPMENT

The customer shall provide the following equipment and have delivered to Braun Northwest within 30 days of the preconstruction meeting:

- Kenwood radio transceiver with one remote head, speaker, and mic (make/model to be determined at preconstruction meeting)

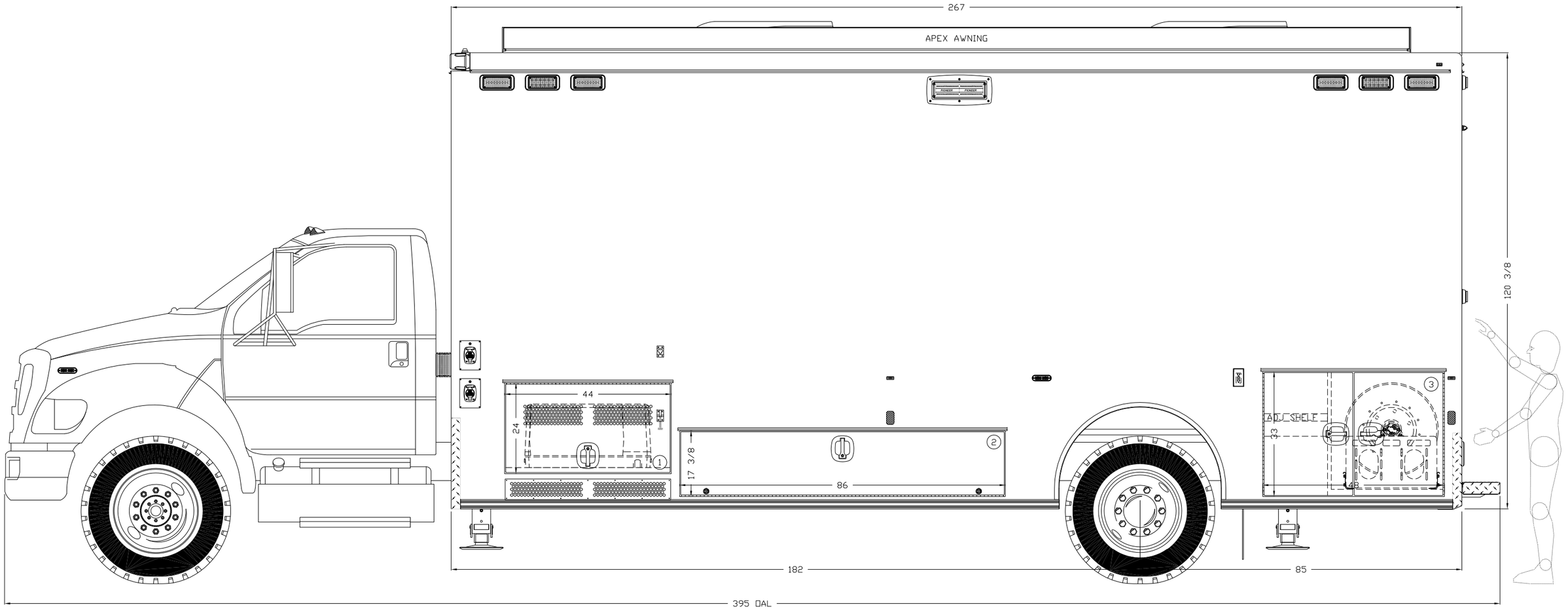
* * * * * *

ATTACHMENT 4



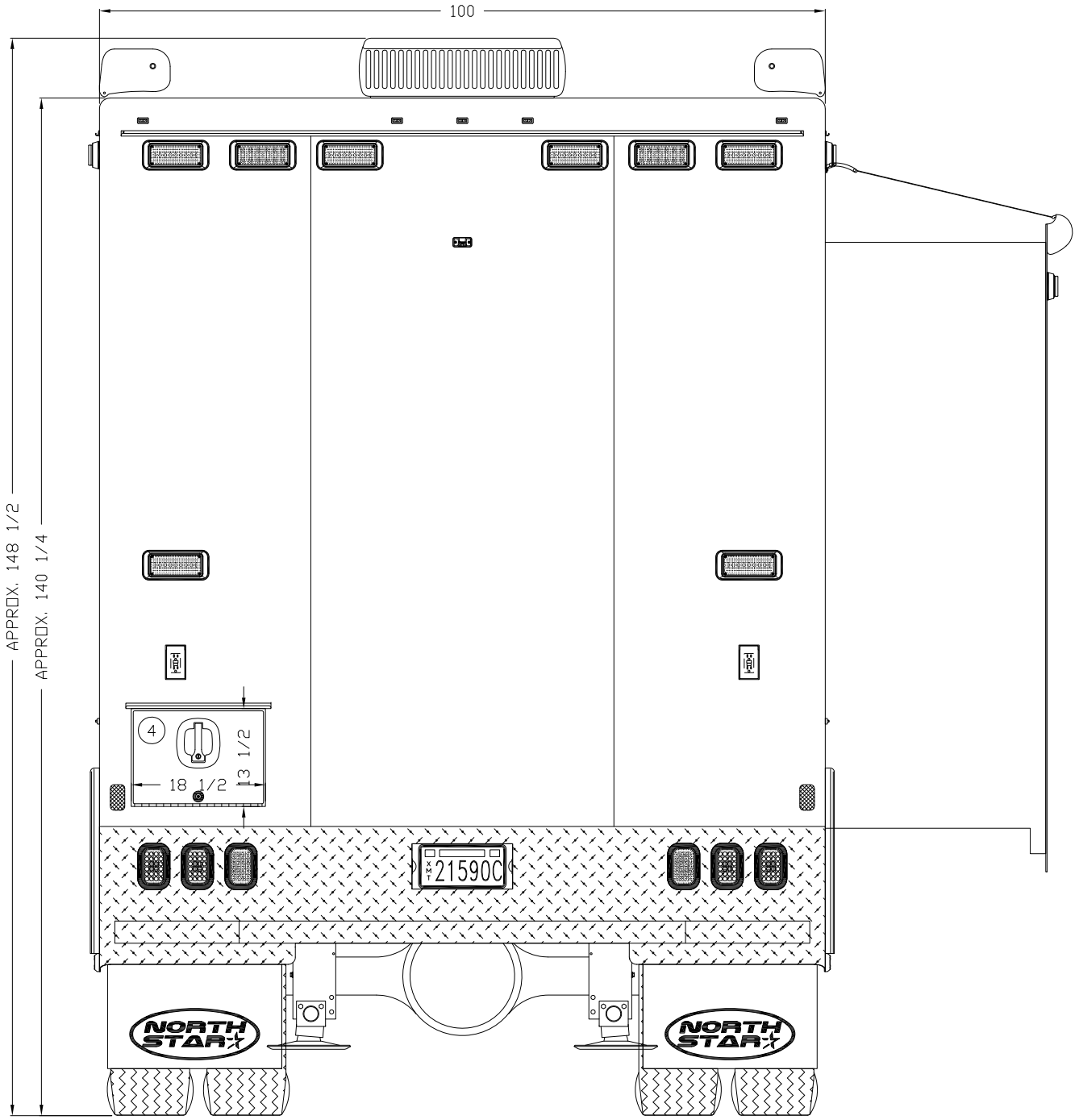
Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38651		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

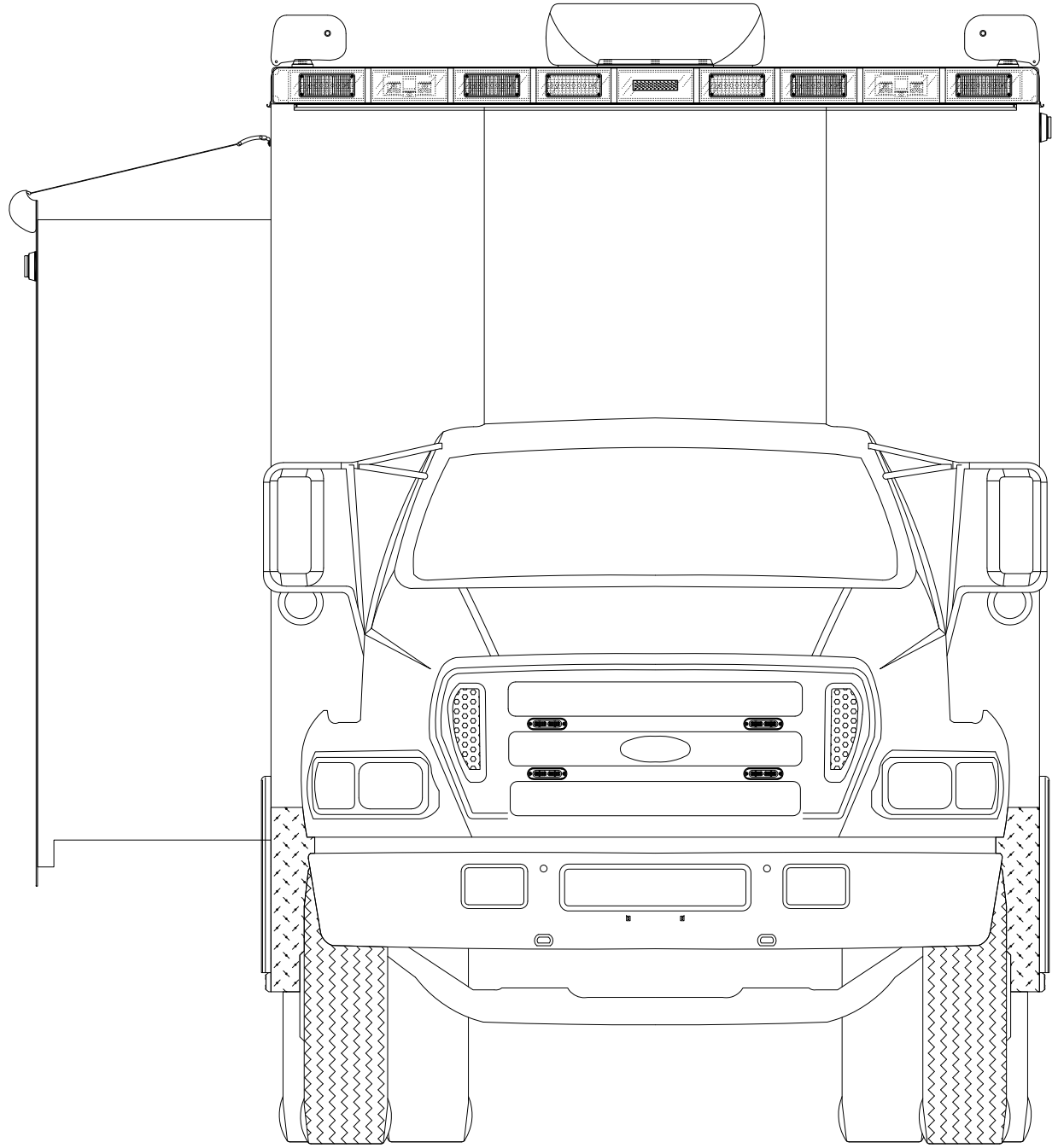
TITLE: EXTERIOR S/S VIEW



Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38651		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

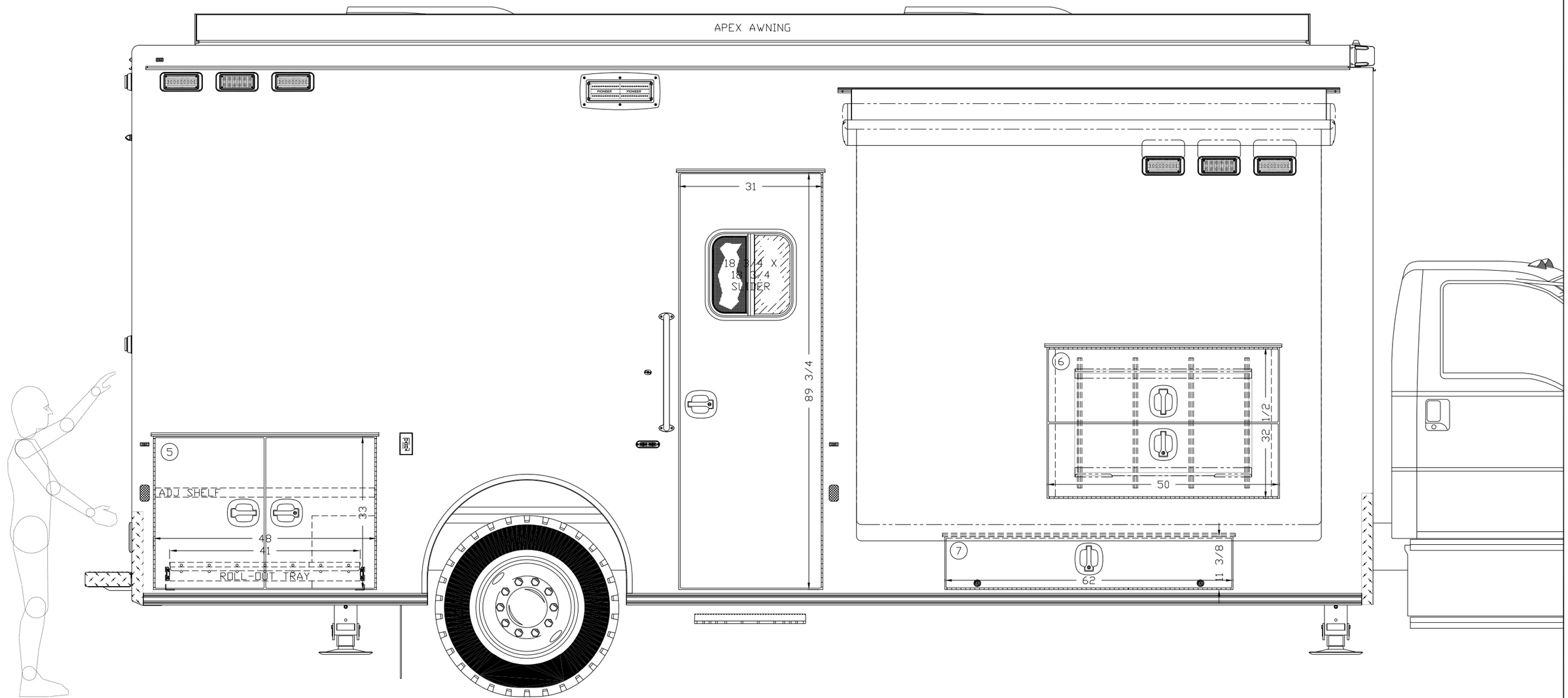
TITLE: EXTERIOR S/S VIEW





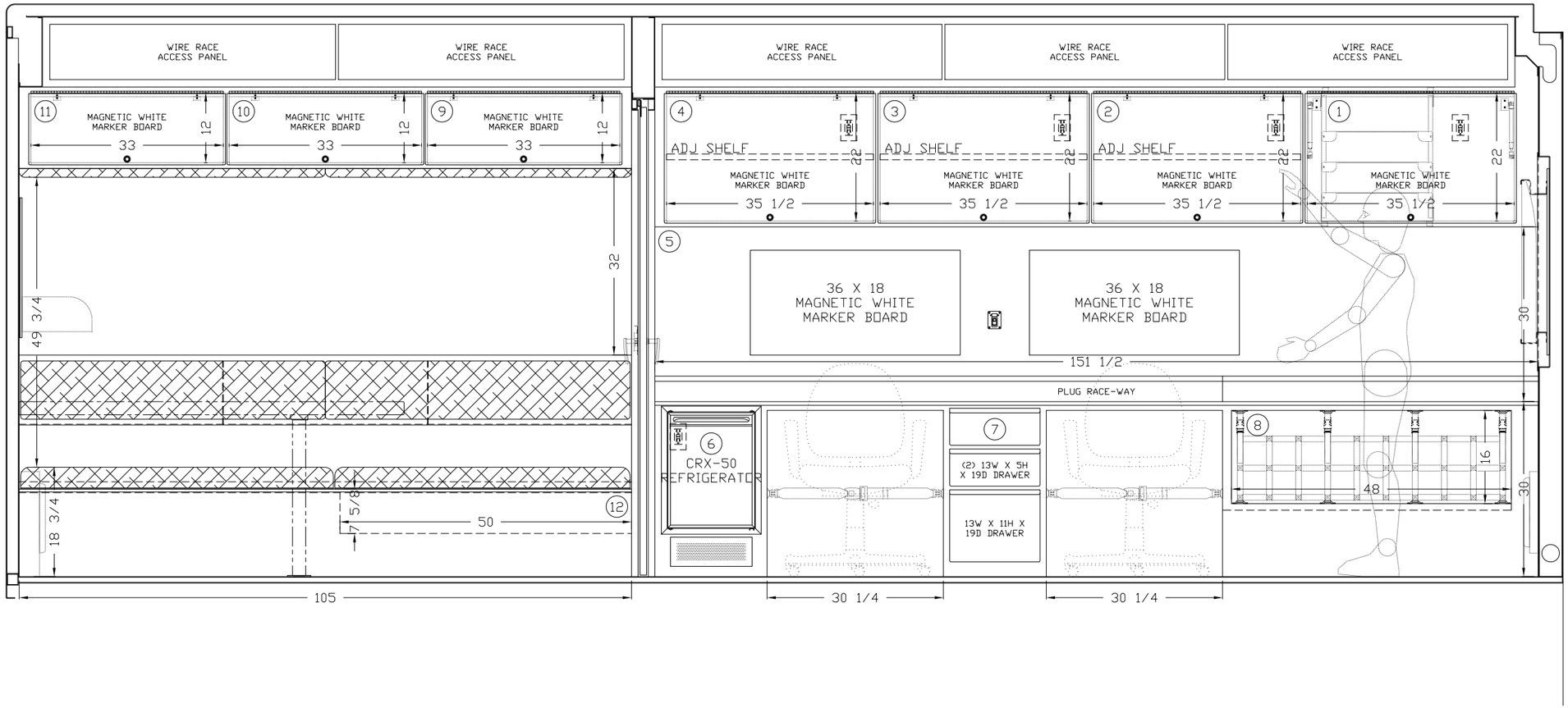
Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38652_4		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE: EXTERIOR REAR / FRONT VIEW



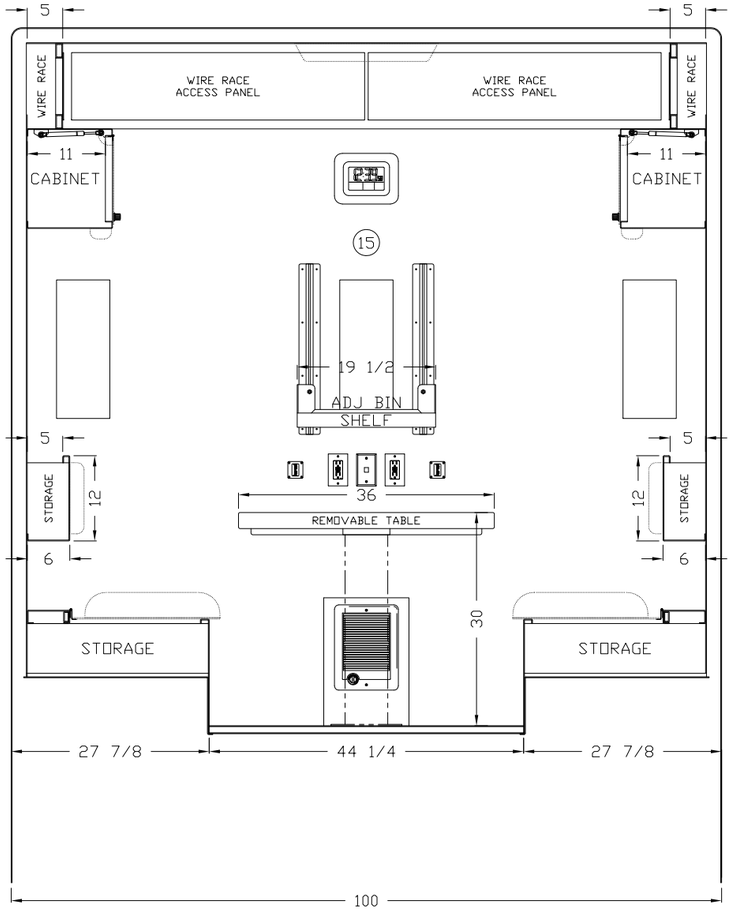
Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38653		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE: EXTERIOR C/S VIEW

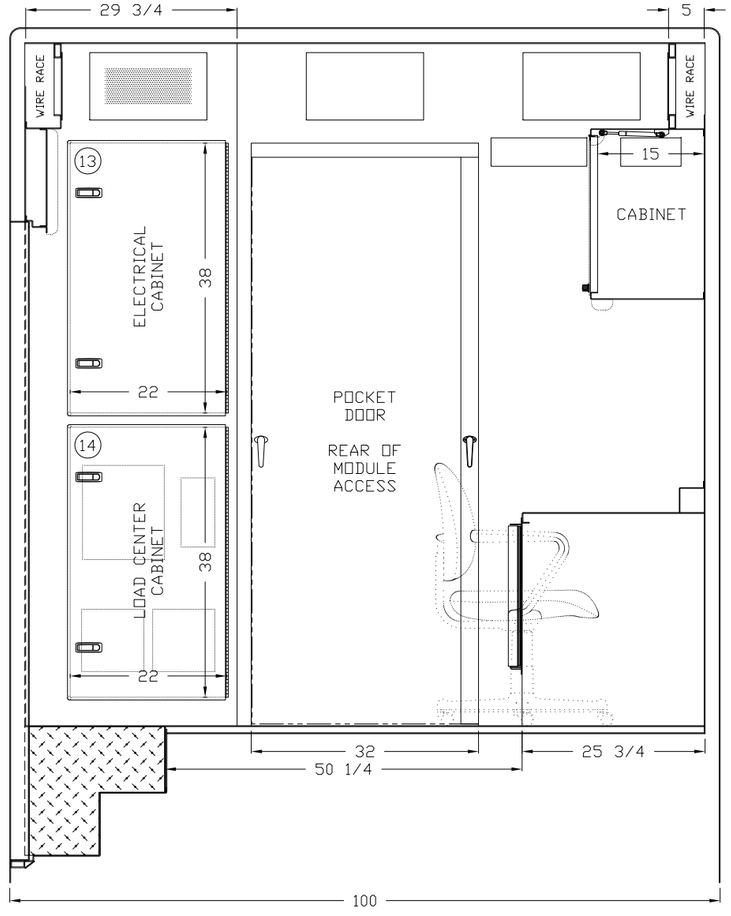


Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38655		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE: INTERIOR S/S VIEW



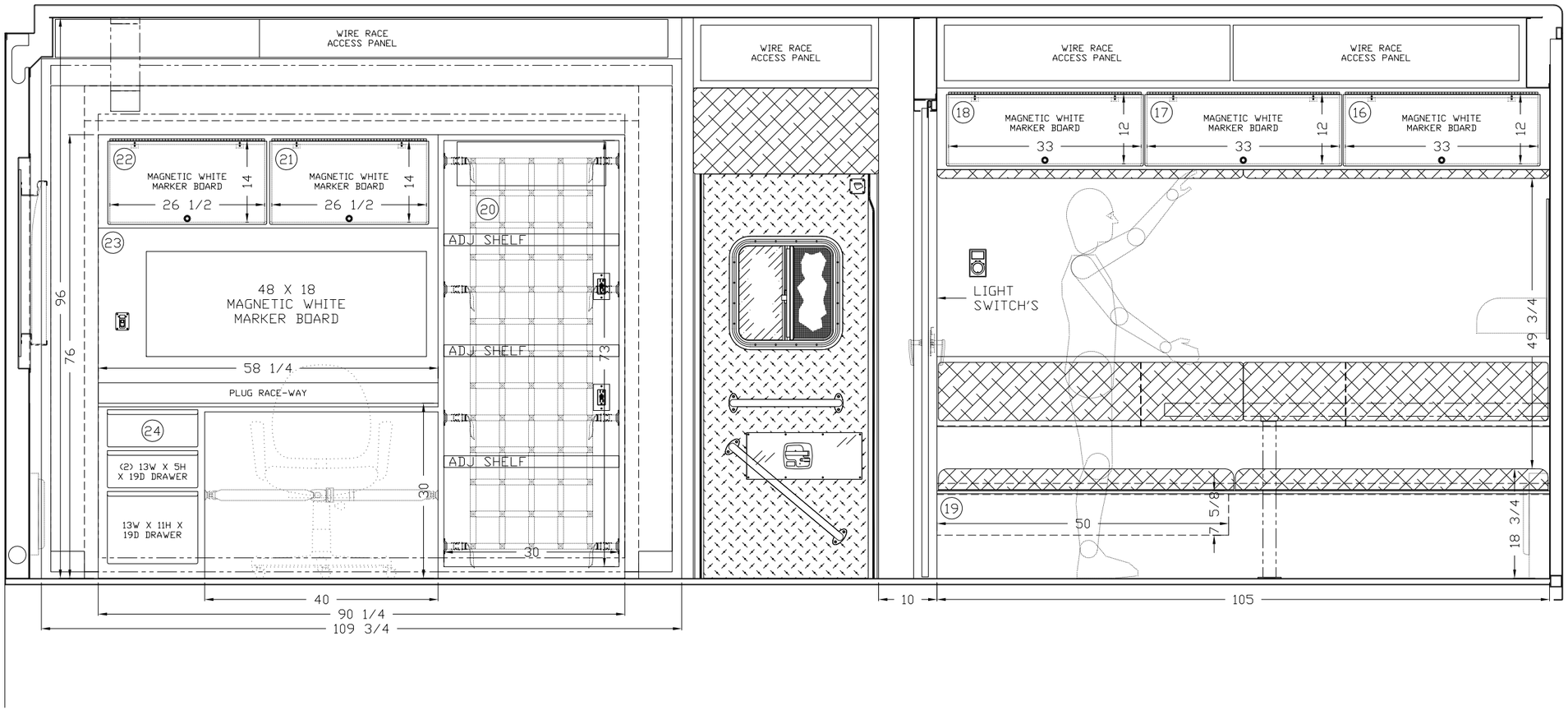
SECTION A - A AFT REAR VIEW



SECTION B - B MIDDLE REAR VIEW

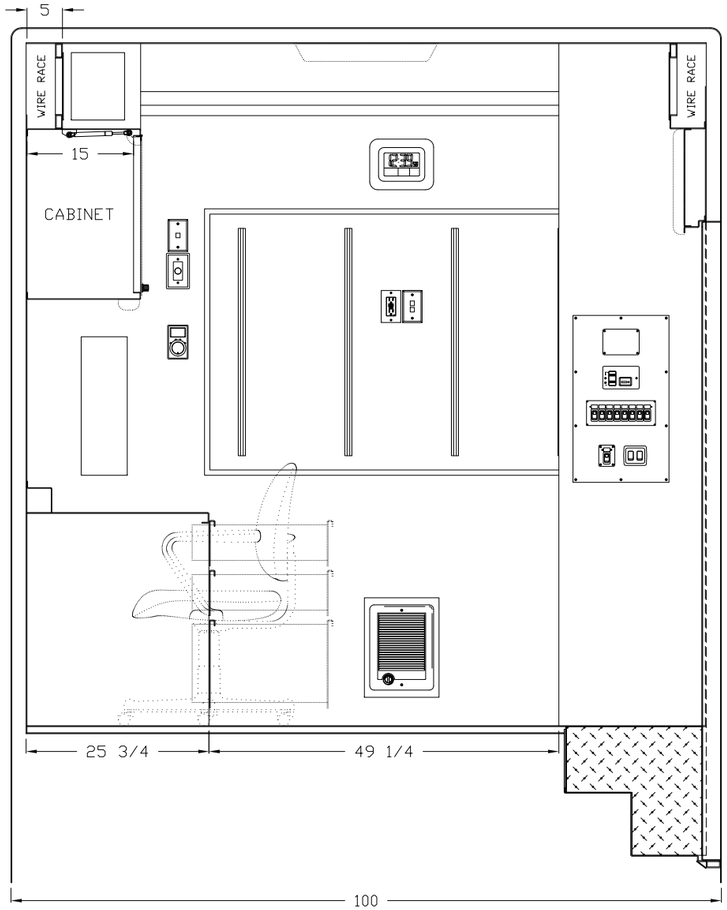
Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38656		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE: INTERIOR REAR VIEW

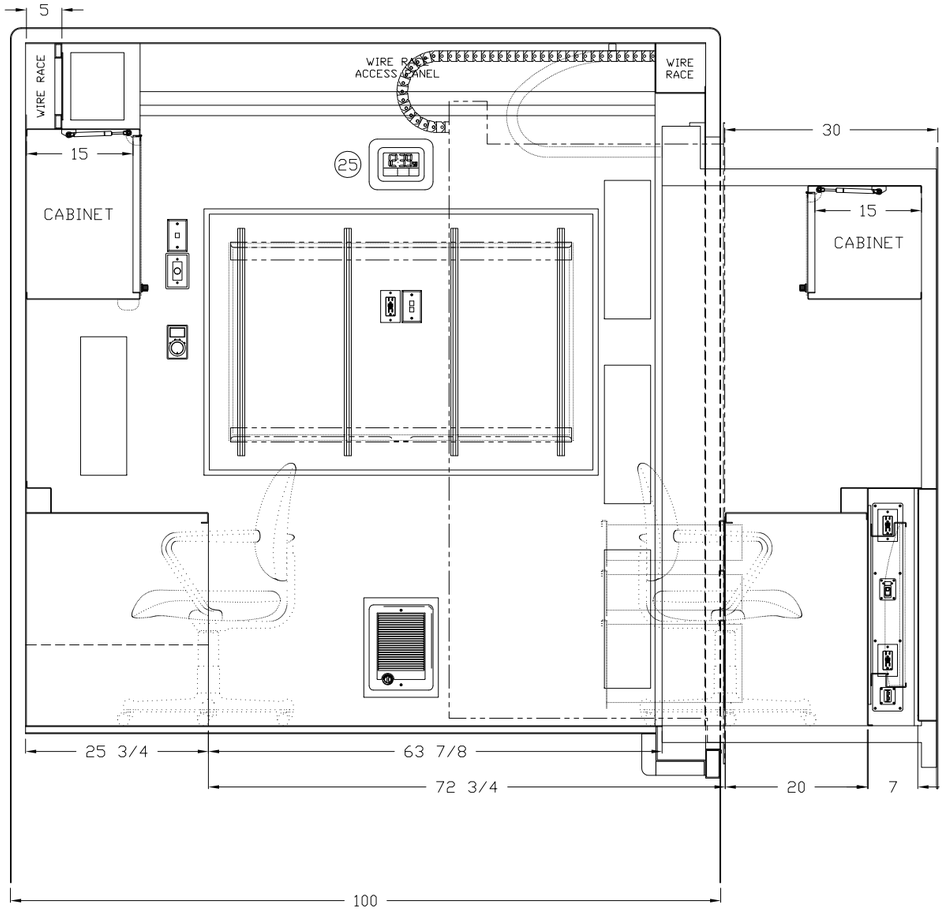


Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38657		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE: INTERIOR C/S VIEW



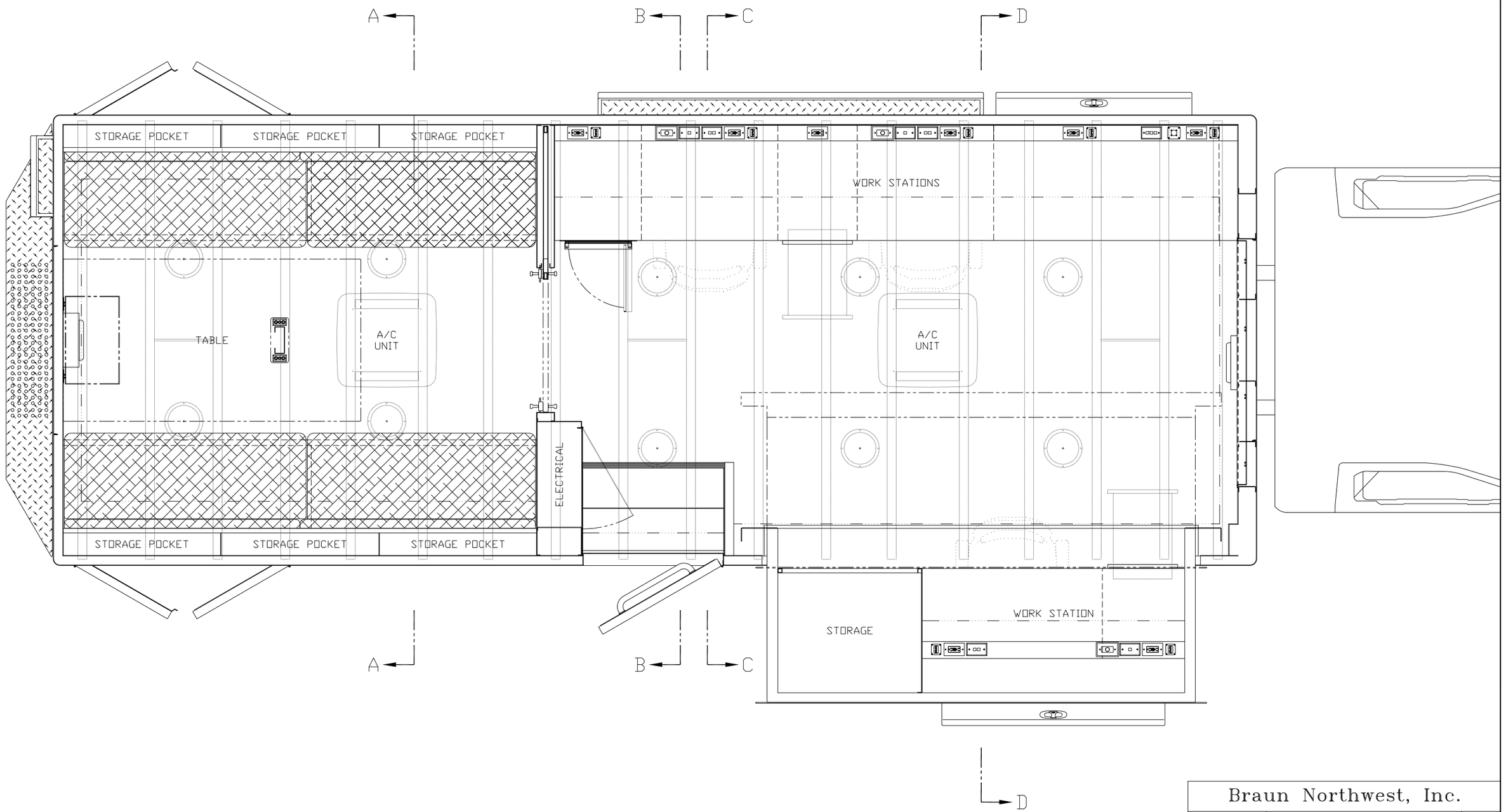
SECTION C - C MIDDLE FRONT VIEW



SECTION D - D FORWARD FRONT VIEW

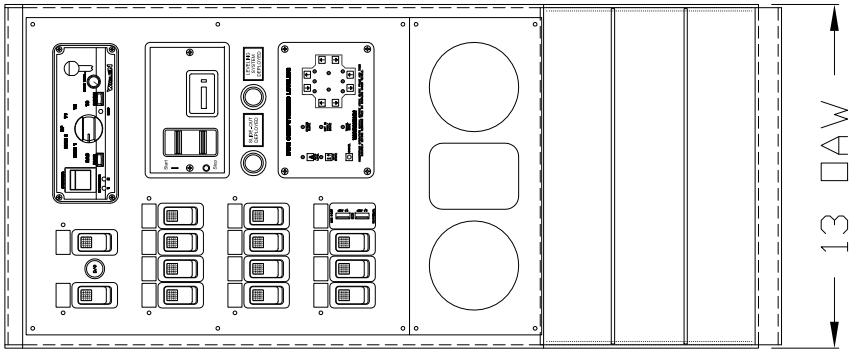
Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38658		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

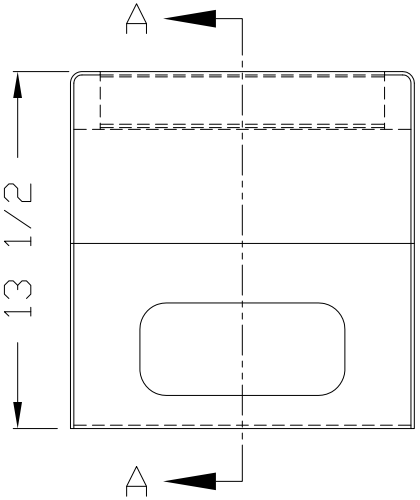
TITLE: INTERIOR FRONT VIEW

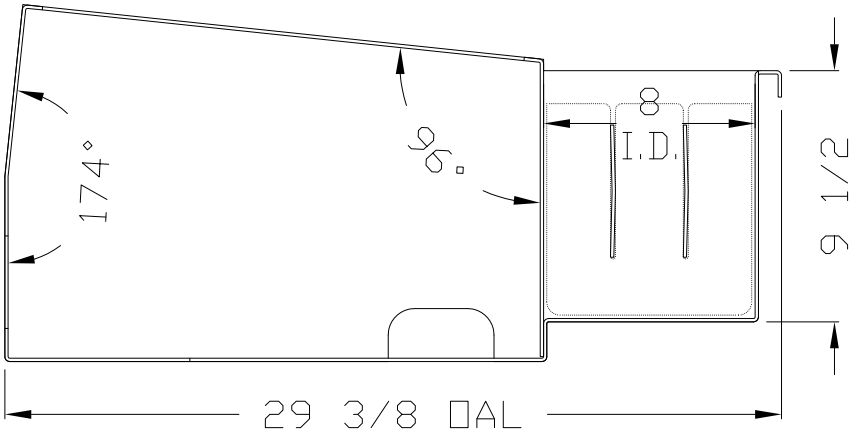


Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	38659		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE: PLAN VIEW



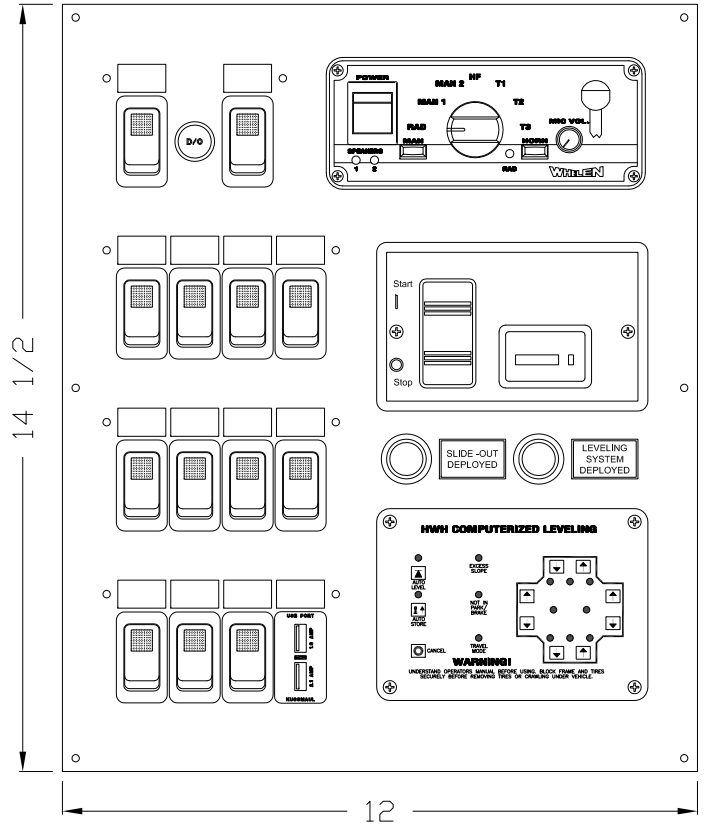




SECTION A - A

Braun Northwest, Inc.			
Department	FABRICATION		Rev AS BUILT
Dwg. Name	3865_DRIVERS_CONSOLE		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE:	DRIVERS CONSOLE LAYOUT



Braun Northwest, Inc.			
Department	FABRICATION		Rev AS BUILT
Dwg. Name	3865_DRIVERS_CONSOLE		
Client	FRESNO P.D.		
Date	12/07/2023	Drawing By	T.D.B.

TITLE:	DRIVERS CONSOLE SWITCH PANEL LAYOUT

ATTACHMENT 5

WELLS CARGO

EMERGENCY
911
MADERA

EMERGENCY
911

POLICE OFFICER
1907

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: November 14, 2024

TO: Mayor and City Councilmembers

FROM: Joseph Hebert, Director of Parks & Community Services

SUBJECT: November 20, 2024 City Council Meeting - Late Distribution Report

Item D-3: Agreement with California Conservation Corp for Fresno River Clean-up Assistance

Additional time is needed to complete, review, and finalize the report for Item D-3: Agreement with California Conservation Corp for Fresno River Clean-up Assistance, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: D-3

SUBJECT:

Consideration of California Conservation Corps (CCC) Sponsor Agreement

RECOMMENDATION:

Adopt a Resolution Approving a Sponsor Agreement with the California Conservation Corps (CCC) for Performance of Work Projects

SUMMARY:

City staff and the California Conservation Corps (CCC) have been in discussions to reinstate a labor-related sponsor agreement. The previous agreement expired in July 2022. Under the terms of the proposed one-year agreement, the CCC will provide essential manpower for managing vegetation and bush growth along and around the Fresno River. The City's financial commitment will be limited to covering material costs and any minor labor expenses that may arise. This important collaboration is formalized in the Sponsor Agreement between the City and CCC.

DISCUSSION:

Over the last couple of years, the City has made significant strides in managing vegetation growth along the Fresno River, leveraging resources from City staff, including the recently established Safe & Clean Team, as well as the Streets and Parks divisions, CalFire, Madera Irrigation District, and the California Conservation Corps (CCC). While the City has taken the lead in these efforts, all participating teams have contributed valuable equipment and personnel. Despite the recent acquisition of additional equipment, the 3.5-mile stretch of river continues to present challenges, including dense brush growth, illegal dumping, and homeless encampments.

With renewed support from the CCC, the City is well-positioned to sustain these efforts and may even expand its activities to include tree trimming and other landscape maintenance. The CCC, a state organization dedicated to conservation and emergency response, actively supports habitat restoration and disaster recovery. Through the proposed one-year agreement, the City will gain essential CCC manpower to enhance cleanup and vegetation management along the Fresno River. As with previous agreements, the City's financial responsibility will be limited to material costs and minor labor expenses if required. This collaboration, formalized in the Sponsor Agreement, will allow continued focus on preserving and improving the natural landscape along the Fresno River.

FINANCIAL IMPACT:

The City will contribute no more than $5,000. This cost will cover miscellaneous equipment and employee costs. These funds will be provided out of the Parks Maintenance budget, #10206100-6610 Contingency.

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 to not enter into the Sponsor Agreement with the CCC.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Sponsor Agreement with California Conservation Corps

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A SPONSOR AGREEMENT WITH CALIFORNIA CONSERVATION CORPS FOR PERFORMANCE OF WORK PROJECTS

WHEREAS, the City of Madera (City) has been requested to renew a previous agreement with the California Conservation Corps; and

WHEREAS, the City needs services to assist in river clean up; and

WHEREAS, the California Conservation Corps (CCC) offers services on work projects to public agencies such as the City; and

WHEREAS, the City and CCC wish to collaborate on a mutually beneficial clean river cleanup project.

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

1. The above recitals are true and correct.
2. The City Council approves the sponsor agreement between the City and California Conservation Corps attached as Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A

State of California
California Natural Resources Agency
CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION FORM CCC 58
P-24-2652-14384
Fresno Resource Crew - City of Madera-Fresno River Fuel Reduction

Project Data

Project Title: Fresno Resource Crew - City of Madera-Fresno River Fuel Reduction **Project Number:** P-24-2652-14384

Center Information: 2652 - Fresno Satellite
Contract Information: -
Project Description:
Fuel Reduction (cutting and removal of greenwaste, removal of trash) in the Fresno River along its course within 100 feet of bridges. Fuel reduction along the flat sides of the Fresno River between the intersection of Echo Road and Raymond Road in the east (approximately: beginning parallel to the last city street light in that area) and heading west until roughly parallel to the intersection of Caitlan Drive and Riverview Drive. Approximate total distance is 4.2 miles.

Fuel reduction: all designated growth will be trimmed or removed per instruction from City of Madera. Tree trimming and limbing appropriate to reduce fuels for wildfire. Removal of trees designated by City of Madera. Cut material will be stacked where designated by City of Madera.

Sponsor Information

Agency Name: CITY OF MADERA **Agency Code:** 40141

Mailing Address	Mailing City	Mailing State	Mailing ZIP Code
701 East 5th Street	Madera	CA	93638

Sponsor Contact Information:

Contact type	Title	First name	Last name	Phone number	Email address
Sponsor Representative;Technical Advisor;Instructor;Manager		Joseph	Hebert	559-661-5491	jhebert@madera.gov

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Estimate Information

Estimated Number of Hours: 0 **Estimated Start and End Dates:** 11/12/24-6/30/25

Work Site Information:

Address	City	State	ZIP code	Geolocation latitude	Geolocation longitude	CES 4.0 %
701 E. 5th Street	Madera	CA	93638			98.30

direction to site location	special instructions
99 North, Exit 4th street, east on 4th. South on Flume street. Building on left.	

Fiscal Summary

Total OE&E	Total CM labor amount	Total fiscal summary amount

Equipment, Materials and Labor

Sponsor Supplied Materials, Equipment and Labor:

Materials: fuel and oil for power tools, garbage bags

Equipment: City of Madera will gathering and transporting off site all greenwaste and trash. This will include appropriate disposal equipment for syringes and other potential hazardous materials.

Labor: City of Madera will provide a representative daily to act as contact point with CCC field staff. This representative will provide guidance and support to CCC staff when project activities intersect with residents, infrastructure, or other city concerns.

BY SIGNING THIS DOCUMENT:

The CCC Representative agrees to the following:

- A Sponsor Agreement (CCC 96 or, where applicable, an Inter Agency Agreement or other Master Agreement) is on file at Headquarters (HQ).
- If the Sponsor is a non-profit entity, a Private Property/Sponsor Authorization form has been submitted to HQ.
- If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization form has been submitted to HQ.
- The project conforms to the CCC's Injury and Illness Prevention Program (IIPP).
- The signing CCC Representative has the authority to enter into a contractual agreement of this amount with the Sponsor.

The Sponsor Representative agrees to the following:

- Hazardous Materials
  - If there are hazardous materials present, the Sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets (MSDS) for hazards that are present at the worksite.
    - OR
  - To the best knowledge of the Sponsor, the worksite is free of any known hazardous materials.
- All applicable local, state, tribal, and federal permits, approvals, and clearances have been obtained.
- Project Funding
  - For projects funded by the Sponsor or entity other than the CCC, the Sponsor agrees to reimburse the CCC for estimated costs in accordance with the fiscal details shown in this document.
    - OR

- For projects funded internally by CCC's Environmental Programs or other special fund, the Sponsor agrees to comply with all applicable program and eligibility criteria to fund the project.

- The signing Sponsor Representative has the authority to enter into a contractual agreement of this type (and, if any, this amount) with the CCC.

Sponsor Representative:

Print Name: _____

Title: _____

Signature:_____

Date:_____

CCC Representative:

Print Name: _____

Title: _____

Signature: _____

Date:_____

CCC Representative:

Print Name: _____

Title: _____

Signature: _____

Date:_____

REPORT TO CITY COUNCIL

Approved by:

for Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: D-4

SUBJECT:

Contract Award for the Lake and Sherwood Traffic Signal, City Project No. TS-35

RECOMMENDATION:

Adopt a Resolution approving the contract award for the Lake and Sherwood Traffic Signal, City Project No. TS-35 in the amount of $664,690.40 to C3 Electric, Inc.

SUMMARY:

On October 30, 2024, the City received four bids for the Lake and Sherwood Traffic Signal project (Project). The Project is funded with local transportation funds. C3 Electric, Inc., submitted the lowest, responsive bid. The Fiscal Year (FY) 2024/25 Capital Projects Budget includes funding for the project.

BACKGROUND:

In 2022, City staff performed a Traffic Signal Warrant study for the intersection of Lake Street and Sherwood Drive. The intersection met the following Manual of Uniform Traffic Control Devices (MUTCD) Warrants: Warrant 2 Four-Hour Vehicular Volume and Warrant 3, Peak Hour. The project was added to the Capital Improvement Program (CIP) as TS-35.

As an interim measure per guidelines set in the MUTCD, the City installed an all way stop at the location on April 7, 2023.

DISCUSSION:

The general scope of work consists of street improvements including a new traffic signal and equipment, street lighting, electrical system, detection loops, pedestrian facilities, concrete improvements, and asphalt concrete paving at the northwest corner.

On October 7, 2024, the City released the project for public bidding on the PlanetBids web portal. Also, an "Advertisement for Bids" was duly published in the Madera Tribune Newspaper on October 5th and October 12th of 2024.

On October 30, 2024, four bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Overview*

Bidder	*Total Base Bid*
1. C3 Electric, Inc.	$664,690.40
2. PTM General Engineering Services, Inc.	$756,056.00
3. St. Francis Electric, LLC.	$758,000.00
4. Audeamus, dba Sebastian	$926,318.65
Engineer's Opinion of Cost	*$735,598.00*

C3 Electric, Inc. submitted the lowest, responsive, and responsible bid that meets the contract requirements.

Staff recommends to award the project to C3 Electric, Inc. in the amount of $664,690.4 and include a 10 percent of contract amount for allowable contingencies as approved by the City Engineer.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. The Project is programmed in the CIP FY 24/25 budget to receive Regional Surface Transportation Project (RSTP) Exchange funds.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in delays in the traffic signal project.

ATTACHMENTS:

1. Resolution approving Contract
    a. Exhibit A - Contract
2. Project Map

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE LAKE AND SHERWOOD TRAFFIC SIGNAL PROJECT IN THE AMOUNT OF $664,690.40 AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on October 7, 2024, the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the Lake and Sherwood Traffic Signal, City Project No. TS-35 hereinafter referred to as "the Project"; and

WHEREAS, four sealed bids were received on October 30, 2024, and opened by the City Engineer; and

WHEREAS, C3 Electric, Inc. was selected as the lowest, responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2024/25 under CIP Projects TS-35;

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

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all of the information presented including the report to Council from the Engineering Department.

3. The City finds that C3 Electric, Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $664,690.40 to C3 Electric, Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 20th day of November, 2024, between the City of Madera, hereinafter called "**OWNER",** and **C3 Electric, Inc.**, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"Lake and Sherwood Traffic Signal, City Project No. TS-35"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of **$664,690.40**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) Section 1, General Conditions
(J) Section 2, Special Conditions
(K) Section 3, City of Madera Standard Specifications and Drawings
(L) Section 4, Bid Items
(M) Section 5, Technical Specifications
(N) State Standard Plans and Specifications

No Addenda's Issued

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Six Hundred Dollars ($3,600.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall

total compensation exceed $664,690.40 except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner’s written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the

number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or

permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including

without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]**. may only be effected 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 writing.

20. Termination.

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, **[Name of Successful Bidder]** 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 in writing 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, if in the determination of City, there is:

1. An illegal use of funds by **C3 Electric, Inc.**;
2. A failure by **C3 Electric, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **C3 Electric, Inc.** to City.

In no event shall any payment by City or acceptance by **C3 Electric, Inc.** 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 **C3 Electric, Inc.** the repayment to City of any funds disbursed to **C3 Electric, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera

Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93637

To the Contractor **C3 Electric, Inc.**

Notices. All notices and communications from the **C3 Electric, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City 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 articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **C3 Electric, Inc.** 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 such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **C3 Electric, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City'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 venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control

or supervise or direct the manner or method by which City shall perform its work and functions. The 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, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **C3 Electric, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **C3 Electric, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **C3 Electric, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28.

28 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: **C3 Electric, Inc.**
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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.

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

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

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

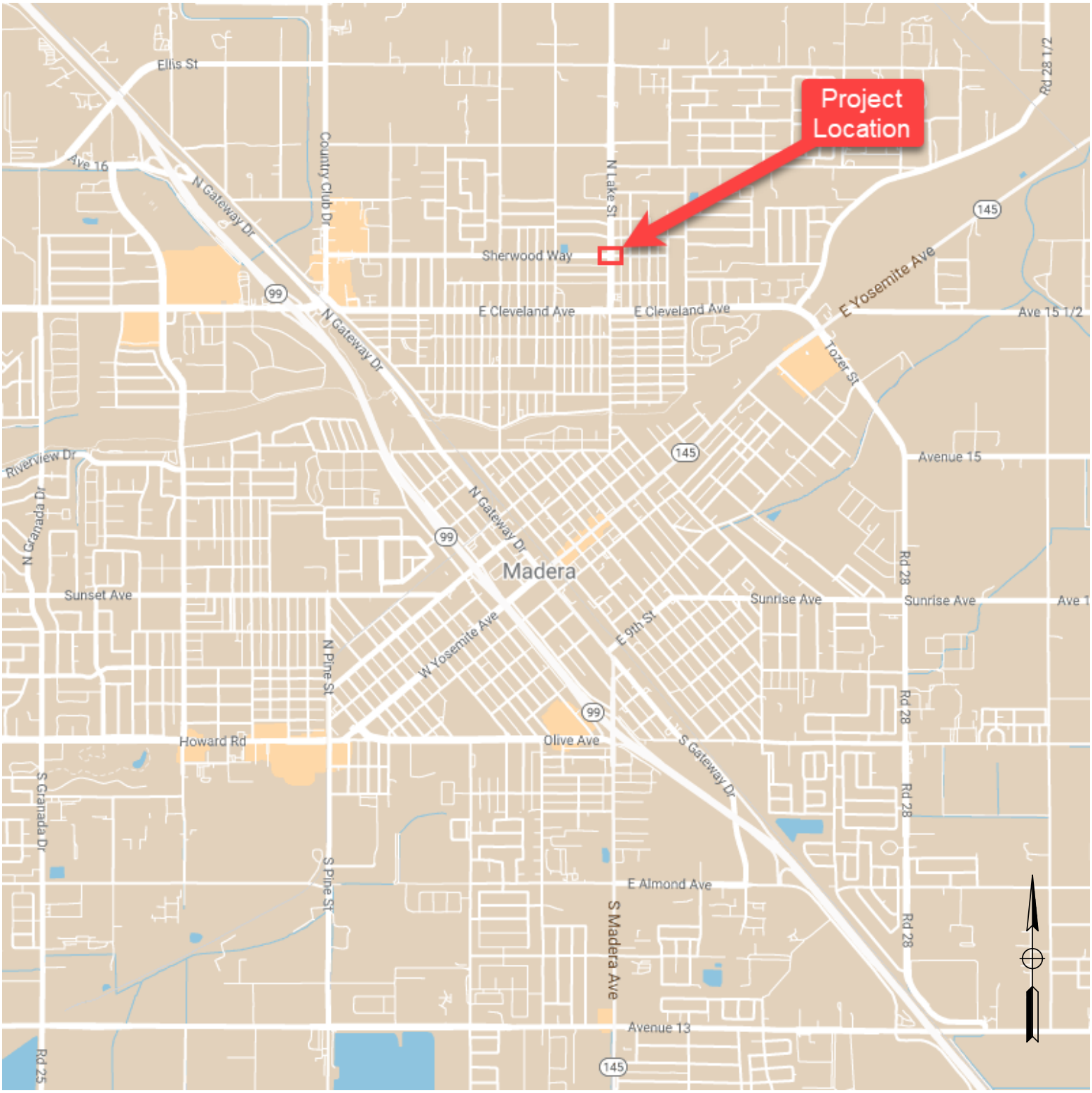
WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal/Stamp Above

Attachment 2

Project Map



Project Vicinity Map

N.T.S.

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: D-5

SUBJECT:

Fifth Amendment to the City Clerk At-Will Employment Agreement

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Fifth Amendment to the City Clerk At-Will Employment Agreement.

Announcement by Mayor - *Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If approved, the proposed amendment to the City Clerk's Employment Agreement will modify the existing agreement as follows:*

- *Extend the term of the agreement by two (2) additional years to August 26, 2028;*
- *Effective on her merit anniversary date of August 26, 2024, one merit step due to satisfactory performance to Step F of City of Madera Salary Schedule Range 419 which is $95,372.96 per year; and*
- *Continue eligibility for the Holiday Closure benefit between Christmas Day and New Year's Day if provided as a benefit to City employees in the Mid Management group.*

SUMMARY:

The Council conducted the City Clerk's performance evaluation. The results of the evaluation were very positive. The parties wish to amend the Employment Agreement to provide a term extension of two (2) years, reflect a merit step increase due to satisfactory performance, and continue eligibility for participation in the Holiday Closure when offered to represented City employees.

DISCUSSION:

The City Clerk is a direct report of the City Council and the terms and conditions of her employment are set in an Agreement between the Council and the employee. The current City Clerk's Agreement was initially negotiated and approved in August 2019 and contained benefits similar to other management employees at that time. Since that time, the Agreement was amended as follows:

First Amendment: October 7, 2020

- Extended term from August 2022 to August 2025
- Awarded a merit step increase from Step A to Step B for satisfactory job performance effective on her anniversary date of August 26, 2020

Second Amendment: October 20, 2021

- Awarded a merit step increase from Step B to Step C for satisfactory job performance effective on her anniversary date of August 26, 2021
- Provided for a one-time lump sum payment of $1,500 to be paid on the October 29, 2021, pay date

Third Amendment: December 7, 2022

- Awarded a merit step increase from Step C to Step D for satisfactory job performance effective on her anniversary date of August 26, 2022
- Provided for 2% Cost of Living adjustments effective:
    - 12/31/2022
    - 6/17/2023
    - 12/30/2023
    - 6/15/2024
    - 12/28/2024
- Provided lump sum payments of $1,500 the first paycheck of July 2023 and July 2024
- Provided for participation in the City's Holiday Closure between Christmas Day and New Year's Day 2022, 2023, and 2024

Fourth Amendment: December 6, 2023

- Extended term from August 2025 to August 2026
- Awarded a merit step increase from Step D to Step E for satisfactory job performance effective on her anniversary date of August 26, 2023

The City Clerk's 2024 performance evaluation was recently completed with positive results. Based on satisfactory job performance, the City Clerk is eligible for a merit step increase from Step E to Step F on the salary range assigned to the City Clerk position, shown in Table 1 below.

The proposed Fifth Amendment to the City Clerk's Agreement provides for award of the merit step increase.

Table 1: *City Clerk Salary Steps (annual equivalent rounded to nearest dollar)*						
Range	Step A	Step B	Step C	Step D	Step E	Step F
419	$74,716	$78,465	$82,378	$86,498	$90,825	$95,372

The proposed Fifth Amendment also includes a two (2) year term extension to August 26, 2028, and continues the employee's eligibility to participate in the Holiday Closure benefit when offered to represented employees of City. The existing Third Amendment to the Agreement provided for the Holiday Closure specifically in calendar years 2023 and 2024; the proposed Fifth Amendment ties ongoing participation in the Holiday Closure to whether or not represented employees are offered the benefit in future years.

FINANCIAL IMPACT:

The proposed Fifth Amendment will award one merit step increase on the adopted salary schedule, which was anticipated in the adopted budget. Extension of the term does not in and of itself create additional financial impact. If future Holiday Closures beyond calendar year 2024 are granted to the Mid Management Employee Group, employee will be eligible to participate and the value of staff time during the closure will be determined by the pay rate at that time and the applicable days of the week involved in the closure.

ALTERNATIVES:

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations on the Employment Agreement.

ATTACHMENTS:

1. Resolution approving Fifth Amendment to the City Clerk At-Will Employment Agreement
    a. Exhibit A: Fifth Amendment to City Clerk At-Will Employment Agreement.
2. City Clerk At-Will Employment Agreement with Amendments 1-4

Attachment 1

Resolution with Exhibit A: Fifth Amendment to City Clerk At-Will Employment Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FIFTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

WHEREAS, the City of Madera and Alicia Gonzales entered a City Clerk At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; October 20, 2021; December 7, 2022; and December 6, 2023; and

WHEREAS, the City Council has conducted a performance evaluation of the City Clerk and is pleased with her performance; and

WHEREAS, the City Council and City Clerk desire to amend the Agreement to award a merit increase, extend the agreement term by two (2) years, and provide for the Holiday Closure benefit when experienced by represented employees.

NOW, THEREFORE, the Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The City Council approves the Fifth Amendment to City Clerk At-Will Employment Agreement, attached hereto as Exhibit A and incorporated by reference.

3. This resolution is effective immediately upon adoption.

* *

FIFTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fifth Amendment to the City Clerk At-Will Employment Agreement ("Fifth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; December 7, 2022; and December 6, 2023.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase, extend the term, and provide conditions of employment consistent with other employees of employer.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended two (2) additional years, thereby extending this Agreement to August 26, 2028. The Employer will provide written notice to the Employee on or before May 28, 2028, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective August 26, 2024, Employer agrees to increase the Employee's base salary one merit step to $3,668.19 bi-weekly, which is Step F as set forth in City of Madera Salary Schedule M-20 with effective date June 15, 2024, Range 419, payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Section 6, subsection A6 of the Agreement titled "Holiday Closure" is amended by replacing the existing paragraph with the following:

Employee will receive the same Holiday Closure benefit as that received by the City of Madera Mid Management Group.

SECTION 4. Except as amended by this Fifth Amendment, all terms and conditions of the Agreement and First, Second, Third, and Fourth Amendments shall continue in full force and effect.

SECTION 5. This Fifth Amendment to City Clerk At-Will Employment Agreement shall be effective November 20, 2024.

IN WITNESS WHEREOF, the City of Madera has caused this Fifth Amendment to the Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fifth Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

By:
Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By:
Shannon L. Chaffin, City Attorney

Attachment 2

City Clerk At-Will Employment Agreement with Amendments 1-4

CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7TH day of August, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Alicia Gonzales as City Clerk for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Clerk; and

WHEREAS, Alicia Gonzales desires to be employed as City Clerk for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 26, 2019. The Employer will provide written notice to the Employee on or before May 28, 2022, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Clerk shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 26, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Clerk Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Clerk is exempt from the overtime provisions of the Fair Labor Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Clerk.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Clerk job duties, the Employer will comply with the law in regard to separating the City Clerk from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may collectively determine.

Section 5: SALARY

Employer agrees to pay the City Clerk for her services rendered pursuant hereto a base salary of $2,654.86 bi-weekly (City of Madera Salary Schedule Range 419, Step A), payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary in such amounts and to such extent as the Council determines, consistent with the published City of Madera Salary Schedule publicly adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after-tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City. Employees with 0-5 years of City services are eligible to request up to 40 hours of vacation cash out. Employees with 6 or more years of City service are eligible to request up to 80 hours of vacation cash out.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave at the rate of 1% a year for each year of service up to a maximum of 30% for 30 years. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

3. Family Sick Leave
Sick Leave may be used up to the limit of forty-eight hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
   In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
   The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

   The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

   The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

   In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed

under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Other

The Council shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the City Clerk, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Clerk is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Clerk' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Council, City of Madera, 205 West Fourth Street, Madera CA 93637
Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 26, 2019.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Interim City Clerk, and Alicia Gonzales has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST

Claudia Mendoza, Interim City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

FIRST AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This First Amendment to City Clerk At-Will Employment Agreement ("First Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement relating to the term of the Agreement and memorializing a merit step increase.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended to read as follows:

> The term of the Agreement shall be extended three (3) years from August 26, 2022, thereby extending this Agreement to August 26, 2025. The Employer will provide written notice to the Employee on or before May 28, 2025, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the two paragraphs under said Section 5:

> Effective August 26, 2020, Employer agrees to increase the Employee's base salary one merit step to $2,788.05 bi-weekly, which is Step B as set forth in City of Madera Salary Schedule Range 419 payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

SECTION 4. This First Amendment to City Clerk At-Will Employment Agreement shall be effective October 7, 2020.

IN WITNESS WHEREOF, the City of Madera has caused this First Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this First Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

SECOND AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Second Amendment to City Clerk At-Will Employment Agreement ("Second Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and award a one-time payment in addition to base salary.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the three paragraphs under said Section 5:

> Effective August 26, 2021, Employer agrees to increase the Employee's base salary one merit step to $2,927.10 bi-weekly, which is Step C as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.
>
> Employee will receive a one-time lump sum $1,500 payment to be paid on the October 29, 2021 pay date, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

SECTION 2. Except as amended by this Second Amendment, all terms and conditions of the Agreement and First Amendment shall continue in full force and effect.

SECTION 3. This Second Amendment to City Clerk At-Will Employment Agreement shall be effective October 20, 2021.

IN WITNESS WHEREOF, the City of Madera has caused this Second Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Second Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

THIRD AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Third Amendment to City Clerk At-Will Employment Agreement ("Third Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020, and October 20, 2021.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and provide additional compensation and benefit adjustments.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraphs after the five paragraphs under said Section 5:

Effective August 26, 2022, Employer agrees to increase the Employee's base salary one merit step to $3,073.51 bi-weekly, which is Step D as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.

Cost of Living Adjustments will be made to base salary as follows:

- Effective the pay period beginning December 31, 2022, with paycheck date January 20, 2023, Employee will receive a 2% base wage increase.
- Effective June 17, 2023, with paycheck date July 7, 2023, Employee will receive a 2% base wage increase.
- Effective December 30, 2023, with paycheck date January 19, 2024, Employee will receive a 2% base wage increase.
- Effective June 15, 2024, with paycheck date July 5, 2024, Employee will receive a 2% base wage increase.
- Effective December 28, 2024, with paycheck date January 17, 2025, Employee will receive a 2% base wage increase.

In addition to the percent-based wage increases noted above, Employee will receive a lump sum $1,500 payment to be paid on the first regular paycheck on or after July

1, 2023, and July 1, 2024, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

SECTION 2. Section 6 of the Agreement titled "Other Terms and Conditions of Employment" is amended by adding the following sub-section 6 under said Section 6A:

6. Holiday Closure
   The City will close non-safety functions of City services between Christmas Day (December 25) and New Years' Day (January 1) for 2022, 2023, and 2024. Employee will be provided her normally scheduled workdays between December 25 and January 1 of the noted years herein as days off with no loss in pay.

SECTION 3. Except as amended by this Third Amendment, all terms and conditions of the Agreement and First and Second Amendments shall continue in full force and effect.

SECTION 4. This Third Amendment to City Clerk At-Will Employment Agreement shall be effective December 7, 2022.

IN WITNESS WHEREOF, the City of Madera has caused this Third Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Third Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

FOURTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fourth Amendment to City Clerk At-Will Employment Agreement ("Fourth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; and December 7, 2022.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and extend the agreement term by one (1) year.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended one (1) additional year, thereby extending this Agreement to August 26, 2026. The Employer will provide written notice to the Employee on or before May 28, 2026, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective August 26, 2023, Employer agrees to increase the Employee's base salary one merit step to $3,357.64 bi-weekly, which is Step E as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Except as amended by this Fourth Amendment, all terms and conditions of the Agreement and First, Second, and Third Amendments shall continue in full force and effect.

SECTION 4. This Fourth Amendment to City Clerk At-Will Employment Agreement shall be effective December 6, 2023.

IN WITNESS WHEREOF, the City of Madera has caused this Fourth Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fourth Amendment on the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

Madera City Council Meeting
November 20, 2024 Agenda
Item: E-1

Mid Valley Disposal Annual Update

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

There is no written report for this item.

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: E-2

SUBJECT:

Informational Report on downtown Holiday Decorations

RECOMMENDATION:

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

SUMMARY:

At the October 30, 2024, Council meeting, Council requested an update on the City's holiday decoration efforts. This report outlines current initiatives, and Council may further direct staff to explore additional options for expanding or enhancing decorations as desired.

DISCUSSION:

This item was prepared at the request of the Council. For background, decades ago, the City installed holiday lighting throughout the community. While the specific reasons for discontinuing this practice are unclear, budget constraints, including installation costs, ongoing electric bills, and maintenance, are assumed to be factors. Additionally, as Yosemite Avenue is a State highway managed by Caltrans, installing decorations across the roadway requires an encroachment permit.

In recent years, the City discontinued the installation of seasonal banners on street light poles, as the banners were missing until the Downtown Business Association (DBA) indicated at their November 13, 2024, meeting that they had located them. The DBA has requested that the City install approximately 18 banners before the annual parade, and staff will coordinate this installation, pending the banners' condition.

Downtown businesses also feature white holiday lighting atop their buildings, maintained by the DBA, which collects revenue from these businesses. However, maintenance costs have recently increased, and while the lights remain functional, they will require eventual replacement.

Repairs by individual businesses have also led to some lights not being reinstalled, resulting in inconsistent lighting coverage.

Although the City does not directly provide downtown holiday lighting, last year it decorated City Hall with lights and wreaths, a practice that is planned again this year. Additionally, the City's adopted budget includes $10,000 for a community Christmas tree lighting. While staff identified a tree at Courthouse Park, vendor availability has limited the City's ability to provide lighting, and coordination with the County will be needed to proceed as the park is County property.

To support the Annual Christmas Light Parade, the City will:

- Enter several floats in the parade.
- Clean the parade route before and after the event at no additional cost.
- Distribute glow sticks to youth, as was done last year.

Looking Ahead

The upcoming Caltrans rehabilitation project on Yosemite Avenue, which includes a road diet, presents an opportunity to consider decorative features for future holiday seasons.

Considerations include:

- Upfront costs for purchase and installation.
- Utility expenses if additional lighting is installed.
- Storage responsibilities for decorations.

Alternative Options for Consideration

While the City has recently aimed to enhance its holiday decorations, staff remains sensitive to costs. However, with Council's direction, staff is prepared to explore additional options.

FINANCIAL IMPACTS:

The financial impact to prepare this report are nominal and future financial implications are dependent on Council direction. This year, the City has some funds for a community holiday day tree lighting and expended approximately $2k on glow sticks. Not included is the cost for the day of the event, such as City participation and cleaning pre and post event.

ALTERNATIVES:

Staff welcomes any direction the Council may provide. Based on Council's feedback, potential next steps could include a request for staff to conduct further analysis or explore alternative options for decorations. This phased approach will enable the Council to make informed decisions while considering fiscal sustainability and community needs.

ATTACHMENTS:

No attachments.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: E-3

SUBJECT:

Parks & Community Services Department Fiscal Year 2024/25 Quarter 1 Recap

RECOMMENDATION:

This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 1 Recap

SUMMARY:

Staff is hereby providing an update on Fiscal Year 2024/25 Quarter 1 (July 2024 – September 2024) accomplishments, progress, and updates the PCS Department has been working on. This informational update covers all divisions of the PCS Department.

DISCUSSION:

The PCS Department provides a wide range of direct services to the public and is divided into three major operational divisions: Administration, Recreation & Community Services, and Parks Maintenance. These divisions collectively strive to provide high-quality recreational pursuits, preservation of parks and open space areas, entertainment, and leisure services to community members of all ages.

During Quarter 1 of Fiscal Year 2024/25, the staff would like to share the following highlights of accomplishments and progress work, in no particular order:

1. **<u>Administration</u>**
    - Secured the Outdoor Recreation Legacy Partnership Program grant funding, towards a new park development for Tozer Park. The grant is offered through a 50 percent match program, meaning the City will receive $659,640 toward the

total project cost of $1,319,280. The City was 1 out of 3 statewide projects selected under Round 6B, and 1 out of 11 nationwide. Tozer Park amenities include:
    - Half-basketball court
    - Pickleball court
    - Youth soccer field
    - Parcourse exercise equipment and trail
    - Tot lot
    - Designated picnic area
- Concluded the Clean California Local Grant Program performance period, awarded $832,350 for litter abatement, beautification, and improvement efforts. An extensive final grant closeout report is due December 31, 2024.
- Prepared a Notice of Completion for the kitchen improvements at the Frank Bergon Senior Center, made possible with CDBG award funding. Council approved the Notice of Completion on August 7, 2024.
- Submitted to the State of California Progress Status Reports and reimbursement requests:
    - $142,143 for the Lions Town & Country Park Restroom Renovation Project
    - $47,972, for James Taubert Park
    - $93,721 for Lions Town & Country Park Trail Improvement Project.
- Received the 100 percent bid set plans for James Taubert Park. Plans are estimated to be finalized by the end of the year after a final administrative review.
- Completed review of the 90 percent design plans for the Lions Town & Country Park trail improvements. Plans are estimated to be at 100 percent bid set by October 2024.
- Submitted to Caltrans a reimbursement request for $29,184, for the Block Wall Enhancement Project. This completed the allowable reimbursement balance for the $100,000 agreement.
- Secured a Purchase Order for the installation of musical equipment at McNally Park. Work began on October 7, 2024.
- Led implementation of new park signage to enhance community access to amenity rental information at Lion's Town & Country Park and Madera Sunrise Rotary Sports Complex. Planning for this project began in early August, focusing on updating the parks' webpage and integrating a QR code for easy, modern accessibility. The QR code displayed on the signage allows visitors to quickly access detailed park information. Installation and completion of the project were finalized at the end of August.
- Staff met with the California Conservation Corps to explore potential partnerships and address future projects, such as an internship program, river cleanup, tree trimming, and landscape maintenance.

2. **Parks Maintenance**

- There was a need to address a series of vandalism incidents across multiple parks and City facilities, with eight noteworthy events, including but not limited to:
    - Rotary Park saw three major incidents
    - Sunrise Rotary Sports Complex saw three major incidents
    - McNally Park saw 1 major incident
    - The Mexican American Center experienced severe vandalism as perpetrators continued to break in. Staff has had to clean up the site, extend the chain link fence and gate, and secure the premises on several occasions.
    - These vandalism events include graffiti, a toilet pulled out of its hinges, damages to fixtures, broken locks, damage to doors, and damage to partitions.
- Lion's Town & Country Park hosted the State Little League Tournament, with a kick-off ceremony on July 20, 2024. To prepare for being the host site, the staff engaged in several noteworthy park improvements such as:
    - Field surface renovation soil.
    - Patching of concrete at all trails and surfaces.
    - Nets were replaced at Fields 1 & 2.
    - Control tower stairs rebuilt.
    - Painting dugouts, bridges, towers stairs, and bridge stand structures
    - Tree Trimming

Specifically related to capital improvement projects, the following should be noted:

- Sunrise Rotary Sports Complex New Playground Installation
    - Construction started on August 5, 2024. There have been issues with the project, that have been resolved promptly but have nonetheless extended the project completion date. The project should be completed in November 2024, with a grand opening event to be scheduled. This project is funded by the Chukchansi Community Benefit Grant and General Fund.
- Frank Bergon Senior Center Safety Perimeter Fence
    - There were no bidders in the public procurement process. A Request for Proposal is in progress, as the City is allowed to directly negotiate for the completion of the project. This project is funded by Community Development Block Grant (CDBG) funds.
- Lions Town & Country Restroom Renovation Project
    - Approximately 95 percent of the project is complete. Staff has developed a punch list of items that need to be resolved before the project can be recommended for completion. This project is funded by Prop 68 Per Capita Grant Program funding.

- McNally Park Improvement Project
    - McNally Park is undergoing the installation of musical equipment, with safety surfacing. This project broke ground on October 8, 2024. This project will further enhance McNally Park's improvements during the past 2 years, with the new playground equipment area, park amenities, and basketball courts. CDBG funds funded the musical equipment, and the General Fund funded the installation.
- Sran Playground
    - Request for proposal process and insurance reports completed. Staff report in progress.

3. <u>Recreation</u>

- The John Wells Youth Center has been open for drop-in programming for youth.
- The Recreation division partnered with Madera Unified School District to host two summer camps, each one week long. Summer camps took place from July 8th – July 19th. The summer camps served a total of 120 students.
- The Recreation division has completed a partnership with the Madera County Department of Public Health (MCDPH), for the CalFresh Healthy Living Program. The partnership consisted of an Agreement valued at $27,000 in which the City would carry out programming promoting healthy eating, an active lifestyle, and traffic safety. The programming completed included:
    - Whip It Up Wednesday
    - Toddler Time
    - Karate With Me
- Hosted 2 Traffic Safety Events on July 29 and September 29, 2024, as part of the CalFresh Healthy Living Program Agreement. The events were well attended and included traffic and pedestrian safety-related activities and education to youth. There were raffle prizes, a bike helmet giveaway, and a bike raffle that made the event even more fun.
- The Recreation team participated in the September 28, 2024, Old Timers Parade.

4. <u>Aging Services</u>

- Programming that occurred in Quarter 1 of Fiscal Year 2024/25 includes:

▪ Tai Chi	▪ Weekly Day Trips	▪ Board Games/Bingo
▪ Tech Class	▪ Karaoke	▪ Bailoterapia
▪ Pickleball Class	▪ Knit n Knots	▪ Passport Travel
▪ Chair Yoga	▪ Aqua Dash	▪ Arts & Crafts

- The Pan-American Center was open for programming Monday through Friday from 9 am through 2 pm.
    - During July, 1,679 duplicated participants visited the center.

    - During August, 1,025 duplicated participants visited the center.
    - During September, 1,266 duplicated participants visited the center.
- The Frank Bergon Senior Center was closed in July due to the ongoing kitchen renovations, and re-opened mid-August. Since being re-opened, the center has resumed its regular hours of operation Monday, Wednesday, and Friday from 9 am through 2 pm.
    - During August, after being re-opened, 276 duplicate participants visited the center.
    - During September, 536 duplicated participants visited the center.
- Special events related to Aging Services included:
    - Leisure trip to Monterey Bay and San Juan Bautista
    - Splash Bash BBQ Event
    - National Hispanic Heritage Month celebration event
    - "16 de Septiembre" Fiesta
    - Listen & Learn Session facilitated by San Diego State University Center for Excellent in Aging and Longevity

5. <u>Sports</u>

- Youth flag football had 100 kids between the ages of 7 & 12 participate. Championships were held on September 27th.
- Tiny Tikes soccer had a total of 70 kids between 4 classes. Ages ranged from 2 to 5 years old.
- Tiny Tikes football has a total of 28 kids between 2 classes. Ages range from 2 to 5 years old.
- Futsal had a great first season! There were 30 youths, ages 7 to 12 years old, that participated. The City named the first Futsal Championship team.
- Adult coed softball had a great summer season. A total of 7 teams participated, which included 105 players.
- The adult open basketball league had a great summer season. A total of 9 teams participated which included a total of 108 players.
- The adult recreational basketball league had a great summer season. A total of 7 teams participated, which included 84 players.
- The adult "La 3ra" basketball league had a great summer season. A total of 9 teams participated which included a total of 108 players.
- Adult open gym volleyball had a total of 223 players join in July and August.
- Partnered with PCS Administration division to implement the new rental signage at Lion's Town & Country Park & Sunrise Rotary Sports Complex, to give the community access to more accessible field reservations and field usage. Sports division staff prepared an informational video that was shared on social media to bring awareness of this new amenity.
- Successfully hired 1 Adult Softball Official, 1 Adult/Youth Basketball Official, and 2 Program Leaders to help with the department's growing leagues.

- The Sports division has utilized the skills and talents a Program Leader has, to expand marketing and program highlights on all social media platforms. This is growing the PCS Department's exposure to the public of the sports initiatives and has improved engagement within the community.

6. <u>Aquatics</u>

- The first day of the Aquatics season was June 11, 2024.
- Open Swim is everyone's favorite pool time! Open Swim is a designated time open to all ages, with access to all three pools: lap pool, dive pool, and kiddie pool. There was a minimal admission fee of $1 for kids and $2 for adults. Families were encouraged to attend. Lifeguards are in attendance at all times.
    - Centennial Pool Park Complex was open for open swim Tuesdays – Fridays from 12:30 to – 4:30 pm from June 11th through August 2nd.
    - After August 13th, Open Swim was extended through August 30th and was available Tuesdays, Thursdays, and Fridays from 4:30 pm to 8:00 pm.
    - August 30th was the last day of Open Swim.
    - Over 3,200 people participated in Open Swim time.
- Private swim lessons for children 2 years and older included paid one-week classes, 5 times a week for a 50-minute class each day. These lessons were made available during the morning and afternoon times, allowing for flexibility in scheduling. These private swim lessons were between the participant and a lifeguard where the lifeguard met the participant at their level of swimming. Participants were able to book multiple weekly lessons, should they be interested in more than a week's course.
    - There was a total of 176 private swim lessons booked, out of 180 available.
- Water Babies lessons for kids 6 months to 2 years included paid one-week classes, 5 times a week for a 30-minute class each day. These lessons were made available during the morning and afternoon times, allowing for flexibility in scheduling. Water Babies classes, however, required the child to be accompanied by an adult, and introduced the baby to basic water safety and motor skills.
    - There was a total of 81 Water Babies lessons booked.
- Aqua Dash classes were geared for the 50 and older age group, for a fun and low-impact way to stay fit. Classes were offered during July on Tuesdays, Wednesdays, Thursdays, and Fridays from 9:00 am to 9:50 am.
    - A total of 241 seniors participated in Aqua Dash.
- Aquatics Facility Rentals
    - A total of 38 rentals during July and August. This includes private and community rentals utilizing the dive, lap, and kiddie pools.
    - The last day of the 2024 summer aquatics season was September 29, 2024.

7. <u>Community & Recreation Centers (Facilities)</u>

- Utilization of the Frank A. Bergon Senior Center

    - 1 rental on August 20, 2024, for a town hall meeting held by Congressman John Duarte, with over 75 attendees.
    - 1 private rental in September, with over 75 attendees.
- Utilization of the John Wells Youth Center
    - In July, the center was utilized for 10 rentals. This includes over 325 attendees.
    - In August, the center was utilized for 9 rentals. This includes over 1,300 attendees.
    - In September, the center was utilized for 5 rentals. This includes over 130 attendees.
    - On August 3, 2024, the center was used for a large-scale backpack giveaway event, hosted by Assemblywoman Esmeralda Soria. The event drew in over 1,200 people.
- Utilization of the Pan-American Center
    - In July, the center was utilized for 5 rentals. This includes over 980 attendees.
    - In August, the center was utilized for 5 rentals. This includes over 955 attendees.
    - In September, the center was utilized for 4 rentals. This includes over 890 attendees.
    - On July 28, 2024, the Central Valley Workers Center used the center for a community resource fair.
- The Lion's Town & Country Park amphitheater underwent complete exterior painting, overseen by Facilities staff.

8. <u>Special Events</u>

- The 4th of July Golf tournament took place at the Madera Municipal Golf Course. A total of 125 golfers were hosted, and approximately $13,000 was collected from registration and raffle drawings. This revenue generated offsets the General Fund contribution to the Parks Special Event budget #10206270.
- Movies in the Park served over 1,000 throughout the summer series. A total of 8 showings took place.
- Madera Eats served over 200 participants, with weekly events during July and August, except for one cancellation in July due to the heat.
- Fishing Derby held at the Madera Municipal Golf Course on September 21, 2024.

FINANCIAL IMPACT:

The preparation and presentation of this informational report does not result in any significant financial impact. While there are costs associated with the organization and execution of the community events referenced in this report, these expenses have been accounted for in the City's Fiscal Year 2024/25 budget. All activities and events were planned in alignment with the City's financial resources and were incorporated into the approved budget to ensure fiscal

responsibility. As such, no additional appropriations or adjustments to the current budget are necessary at this time.

ALTERNATIVES:

This report is for informational purposes only and no formal action is being requested.

ATTACHMENTS:

No attachments.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: E-4

SUBJECT:

Informational Report on Potential Splash Pad Project at Lions Town & Country Park

RECOMMENDATION:

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

SUMMARY:

During the October 30, 2024, Council meeting, a member of the public proposed the addition of a splash pad at Lions Town & Country Park (LT&C Park). Council directed staff to explore the feasibility of this project during the same Council meeting, under discussion of future agenda items requested.

DISCUSSION:

This item was prepared at Council's direction. While the focus is on the feasibility of a new splash pad at LT&C Park, it is worth noting that the City has an inoperable one at Rotary Park.

The existing splash pad is inoperable due to several reasons. These include the initial design of the splash pad housing all electrical equipment underground in a vault, but the vault is too close to the water feature, causing flooding in the vault. This in turn disrupts the electrical components, causing breakages, or issues with the motor. Also, due to the regular humidity of the vault, corrosion to the equipment was an ongoing issue. The upkeep of the splash pad, when it was turned on, required almost weekly replacement of parts and daily staff oversight. The splash pad also has issues with the chlorinator analyzer, which due to the corrosion, would have issues being able to analyze chlorine levels for a safe chemical balance. The chlorinator is located in the vault underground, being exposed to the flooding, humidity, and thus corrosion. If this splash pad was

to become operable again, all existing equipment including controls, breakers, pumps, and chlorinator, would need to be replaced due to the severe corrosion. The replacement would not address the underlying issue of the initial design of the splash pad, that leads to flooding of the underground vault, high levels of humidity, corrosion, and in turn constant malfunction of the equipment because of these factors.

While City staff acknowledges the need for additional park amenities, staff is also mindful of the increased costs associated with maintaining these improvements. In response to community interest and within existing budgetary constraints, staff has taken steps to enhance current amenities. This past summer, for instance, the City extended the operating hours of the Centennial Park Pool Complex to accommodate more residents. Rental opportunities were offered through September, and additional open-swim days and hours were added. Staff also made every effort to meet the high demand for swimming lessons, which filled up quickly, to provide the community with greater access to water-based recreation.

These adjustments aim to balance community needs with sustainable operations, while future improvements are considered and prioritized based on available funding and resources.

Regardless, staff has conducted a preliminary review, including obtaining initial estimates, to assess the feasibility of installing a splash pad at LT&C. To gain insights, City staff reached out to neighboring jurisdictions with existing splash pads, such as the cities of Kingsburg, Reedley, and Sanger. Additionally, staff obtained design inputs from these jurisdictions and consulted with a reputable supplier and installer of splash pads to explore potential design and infrastructure options. The following are some insights:

A. <u>Infrastructure Requirements</u>

- *Water Supply and Drainage*: Preliminary evaluation shows that LT&C Park would require significant upgrades to support a splash pad. This includes enhancements to water supply, filtration, and drainage infrastructure. Currently, without an in-depth engineering and public works assessment of the site, the LT&C Park is deemed as lacking the necessary water connections, filtration systems, and wastewater capacity for a splash pad.

- *Regulatory compliance*: The project would need to adhere to water conservation guidelines, accessibility standards, and any other state or local regulations related to splash pad installations, adding another layer of complexity and potential cost to the project.

B. <u>Operational Considerations</u>

The addition of a splash pad would impact the City's operating budget, with ongoing expenses for water usage, repairs, cleaning, and staffing. Additional personnel or a reallocation of current staff resources would be necessary to oversee the facility's maintenance and safe operation. If

this project was to move forward, staff strongly recommends the utilization of a protective security fence, regular hours of operation and a dedicated staff person to oversee activities related to usage.

For context, the City currently spends approximately $121,000 on maintaining the City's Aquatics program. This includes staffing costs and general maintenance and operations costs. During the on-season, it typically takes 45 hours per week to maintain the pools, which includes cleaning, chlorinating, and testing the water and making adjustments as needed. Water samples are tested by City staff, trained as Certified Pool Operators (CPOs). The City currently has two part-time staff and one full-time staff who are CPOs. During the on-season, pools are tested up to three times a day. During the off-season, testing is only three times per week. The higher the usage/bather load of the pools, the more chemical testing is needed to ensure safe and appropriate levels to prevent issues such as algae.

C. <u>Space and Design Limitations</u>

LT&C Park serves multiple recreational functions, including baseball fields, picnic areas, and trails, per the Parks Master Plan originally adopted in 2009. Introducing a splash pad could require repurposing or modifying existing amenities, potentially affecting the availability of other recreational spaces.

D. <u>Community Engagement</u>

While there appears to be some interest in a splash pad, prior feedback from community members has also shown interest in other park amenities as a priority including:

- Expansion and improvements of the playground area
- Additional ball fields including softball and baseball
- Improving existing fields, such as fencing, dugouts, lighting, etc.
- Improvements to the frisbee disc golf course
- Improvements to the amphitheater
- Additional parking space due to overcrowding at times.

While additional amenities are needed at all City parks, it would appear appropriate to solicit additional feedback before committing additional resources to this specific project.

Alternative Options for Consideration

Given the current assessment, City staff recommends exploring alternative options to address the interest in water-play features at LT&C Park. Possible alternatives include:

- Splash Pad Installation in New Park Development: As the City considers new park developments, planning for a splash pad in a new location may better meet infrastructure and space requirements.

- Smaller Water-Play Features: Misting stations or interactive water fountains could serve as a lower-cost alternative to a full splash pad, providing a similar experience while minimizing infrastructure and operational costs.

- Seasonal Water-Play Events: The City could consider temporary, seasonal water-play activities, such as mobile splash pads or sprinkler installations during summer months, which could provide an interim solution without requiring a permanent infrastructure investment.

- Broader Needs Assessment: Conducting a community survey or broader needs assessment could help gauge interest in water-play features relative to other park amenities, allowing the City to prioritize resources based on resident feedback.

- Existing Aquatics Program: The City currently operates the Centennial Park Pool Complex, offering a variety of water-based activities, including open swim, swimming lessons, and rentals. This facility provides a safe, structured environment for residents to enjoy water activities during summer. This season, staff extended rental options through September, increased open-swim hours, and made efforts to accommodate the high demand for lessons.

FINANCIAL IMPACT:

City staff has obtained a *preliminary* estimate for a turn-key splash pad project at LT&C, totaling approximately $381,834. This estimate includes the costs for key components of splash pad construction, such as:

- Concrete Slab and Rain Deck Surfacing: Installation of a durable base for water play.
- Complete Splash Pad Installation: This includes all necessary plumbing materials, spray nozzle installation, above-ground feature installation, labor, and miscellaneous materials.
- Electrical Hook-up: Installation of electrical systems to power pumps, controllers, activators, and timers.
- Water Supply Minimums: Ensuring the facility meets minimum water supply requirements.
- Site Grading: Preparatory grading of the site to ensure proper installation and drainage.

This cost estimate reflects a turn-key project provided by Splash Zone, a well-regarded provider of splash pad construction services with over 30 years of industry experience. It is important to note that this *preliminary* estimate does not account for ongoing operational expenses, such as staffing, maintenance, water usage, and repairs, which would add to the long-term budgetary impact. The costs does not include any permitting, staff time required during construction, design, etc.

To provide context on potential budget impacts, Table 1 summarizes the fiscal data from the City's current Aquatics program during the Fiscal Year 2023/2024. The Aquatics program, hosted at the City's pool complex, generated $47,364 in revenue from open-swim admission fees, concessions, lessons, and pool rentals. However, the program's expenses significantly outweighed this revenue, as outlined below:

Table 1: *Fiscal Year 2023/2024 Aquatics Budget Actuals*	
Revenue Generated	($47,364.25)
Staffing Costs, Including Benefits	$119,807.29
Operations and Maintenance	$48,526.38
Total	**$120,969.42**

While the net annual cost to operate the City's aquatics program is approximately $121,000 (after factoring in revenues), it's important to recognize that this figure excludes capital improvements. For instance, the City was recently awarded a $215,000 grant to refurbish the two large pools, addressing essential repairs to maintain facility functionality. However, additional needs remain, such as repairs to the aging pool decks, which continue to impact both aesthetics and safety.

Beyond structural repairs, the pool complex serves the community but falls short in terms of overall ambiance and modern design. Upgrades to enhance the facility's appearance, create a more inviting atmosphere, and improve user experience could significantly benefit residents but would require further capital investment. Improvements such as shaded seating, updated landscaping, and modern design features could increase the facility's appeal and potentially boost attendance but would come at a substantial cost.

These considerations highlight the ongoing financial commitments required to maintain and enhance aquatic facilities. As discussions about additional water-play amenities, such as a splash pad, proceed, it will be essential to weigh both operational costs and future capital improvement needs to support sustainable, high-quality recreational options for the community.

ALTERNATIVES:

Staff welcomes any direction the Council may provide. Based on Council's feedback, potential next steps could include a request for staff to conduct further analysis or explore alternative options for water-play amenities. Should the Council decide to proceed, staff will undertake a comprehensive feasibility study. This study will examine key aspects such as detailed cost estimates, potential funding sources, regulatory considerations, and infrastructure requirements. Additionally, staff will outline a community engagement strategy to gather public input, ensuring that future developments align with community interests and priorities. This phased approach will enable the Council to make informed decisions while considering fiscal sustainability and community needs.

ATTACHMENTS:

No attachments.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024

Agenda Number: E-5

SUBJECT:

Code Enforcement Staffing Update

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the City Council (Council) with information regarding staffing levels in the City's Code Enforcement division.

DISCUSSION:

During the October 30, 2024, City Council meeting, the Council requested an update on staffing levels in the Code Enforcement division. Code Enforcement is housed within the Police Department. Code Enforcement ensures business and resident compliance with the City's Municipal Code and California State Codes. Some of the issues addressed by the division include the following:

- Zoning violations
- Public nuisances
- Abandoned/foreclosed properties
- Substandard housing
- Vacant buildings
- Weed abatement
- Encampment and river clean up
- Rental housing inspection program
- Taxi-cab licensing and enforcement
- Tobacco retailer inspections

The division derives its caseload off proactivity, complaints, and referrals. Code Enforcement takes action to correct founded violations by issuing Notice of Violations that may result in Administrative Citations if the violation is not corrected within the provided timeline. Administrative Citations, depending on the violation, range from $75 to $1,000 per violation per

day. Table 1 provides an overview of Code Enforcement caseload and enforcement over the prior and current Fiscal Year.

Table 1: *Code Enforcement caseload and enforcement statistics*		
Enforcement Action	FY 2023/24	FY 2024/25 (YTD)
Calls for service	6,408	1,506
Completed reports	1,890	590
Notice of Violations issued	1,403	390
Administrative Citations issued	194	70
Vehicles towed	134	34
Homeless incidents	302	49

The Code Enforcement division is comprised of 6 employees, that include the following:

- 1 full-time supervisor
- 5 full-time enforcement officers
- 1 part-time enforcement officer

In Fiscal Year 2023/24, the division operated with near-complete staffing, maintaining just a single vacancy throughout the year. In addition, several Police Officer trainees waiting to attend the police academy were temporarily assigned to assist Code Enforcement. The near-full complement of staff, along with the assistance from the police officer trainees, permitted the division to maintain a large caseload and effectively and efficiently close out cases.

In contrast, the current Fiscal Year has brought challenges to staffing that has created challenges in maintaining the work product expected of Code Enforcement. Although the division has maintained the same staffing level as the previous Fiscal Year, protected leave has significantly impacted the capabilities of the division. Under protected leave, positions can not be backfilled as the employee has a right to return to their position upon expiration of their leave. In addition, the Department no longer has Police Officer trainees to aid Code Enforcement. These factors have contributed to a decline in personnel available to conduct the duties of the Code Enforcement division.

The Department has been working diligently to fill the vacancy that has existed for more than a year. On March 20, 2024, the City opened recruitment for the position and received minimal applications of which none met the minimum qualification for the position. Another recruitment was opened on June 26, 2024, which again returned no candidates who met the minimum qualifications for the position. Currently, the City has an open recruitment in which testing is being conducted and will be presented to the Civil Service Commission in December.

Moving forward, the Department's goal is to have the division fully staffed by the third quarter of this Fiscal Year. Although the results of the current recruitment process are pending, the police department remains optimistic that the candidate list will produce qualified applicants. In

addition, employees under protected leave will be returning to work beginning the third quarter of the Fiscal Year.

FINANCIAL IMPACT:

There is no financial impact associated with this report.

ALTERNATIVES:

This report is submitted for informational purposes and no action is being requested from the Council.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2024 **Agenda Number:** E-6

SUBJECT:

Informational report on the Madera Metro Transit System

RECOMMENDATION:

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

SUMMARY:

This report provides a summary of the first quarter of Fiscal Year 2024/25, encompassing June, July, and August of the City's transit system. Data indicates an increase in ridership over the 4th quarter of Fiscal Year 2023/24, but slightly below the passenger count for the 1st quarter of Fiscal Year 2023/24. To better service Madera Community College, adjustments were implemented in the fixed-route schedule and service was added to Madera Community Hospital. Additionally, several key initiatives aimed at enhancing transit services were initiated or advanced this quarter, underscoring ongoing efforts to improve transit.

DISCUSSION:

Madera Metro is the City's public transportation system. The system is comprised of an 18-bus fleet, with 12 buses dedicated to Fixed Route and 6 assigned to Dial-A-Ride (DAR). As of January 6, 2024, the Fixed Route system operates four routes. The DAR system includes three ADA Paratransit vans to ensure accessible transit options for individuals with disabilities. Notably, the Fixed Route service is offered to all riders free of charge, while DAR passengers between the ages of 18-59 pay $3.

For context, the City entered into an Agreement for the Management and Operation of the Madera Transit Services with MV Public Transportation, Inc. (MVPTI) on November 7, 2018 and a subsequent Lease Agreement on September 2, 2020 grants MVPTI use of the Transit Center at

Freedom Industrial Park. MVPTI manages daily operations of the Fixed Route and DAR, and ADA Paratransit systems, while City staff oversee essential vehicle maintenance, including engine repairs.

As the transportation needs of the community evolve, so does the Madera Metro transit system. Staff continuously monitors ridership and continually assesses needs to adapt services accordingly. There are also projects in progress to support an efficient Madera Metro transit system.

Madera Metro Reporting

As part of its management responsibilities, MVPTI provides the City with monthly performance reports, key for assessing transit service effectiveness. Among key data is ridership. Table 1 provides a summary of the weekday ridership data collected between July 1 and September 30, 2024.

Table 1: *Quarter 1 Summary of Weekday Ridership (July 1 – September 30, 2024)*

Month	Route				DAR	ADA/ Paratransit	Total Passenger Counts
	1/Purple	2/Orange	3/Green	4/Blue			
July	3,341	2,146	430	253	1,239	2	7,411
August	3,025	2,540	781	179	1,523	0	8,048
September	2,495	2,068	1,269	198	1,440	190	7,660
Total	8,861	6,754	2,480	630	**4,202**	**192**	**23,119**
Fixed Route Only Total	**18,725**						

Weekend ridership counts is also collected. Table 2 provides a summary of this data.

Table 2: *Quarter 1 Summary of weekend Ridership (July 1 – September 20, 2024)*

Month	Route		DAR	ADA/ Paratransit	Total Passenger Counts
	1/Purple	2/Orange			
July	265	88	73	0	426
August	378	192	103	0	673
September	228	80	68	0	398
Totals	871	360	**244**	**0**	**1,475**
Fixed Route Only Total	**1,231**				

Table 3: *Quarter 1 Summary of All Ridership (July 1 – September 30, 2024)*							
Month	**Route**				**DAR**	**ADA/ Paratransit**	**Total Passenger Counts**
	1/Purple	**2/Orange**	**3/Green**	**4/Blue**			
July	3,606	2,234	430	253	1,312	2	7,837
August	3,403	2,732	781	179	1,626	0	8,721
September	2,723	2,148	1,269	198	1,508	190	8,036
Totals	9,732	7,114	2,480	630	**4,446**	**192**	**24,594**
Fixed Route Only Total	**19,956**						

For comparison, the ridership totals for Quarter 1 during FY 2023/24 were 25,604 while the ridership totals for Quarter 4 were 22,903.

In addition to ridership data, staff also reviews other performance measures including on-time performance, fleet performance, driver retention, accidents/incidents, and complaints. Table 4 provides a summary of on-time performance as reported by MVPTI.

Table 4: *Quarter 1 On-Time Performance (July 1 – September 30, 2024)*			
	July	August	September
Fixed Route	89%	91%	89%
Dial -A-Ride	97%	96%	96%

Fleet Performance, Driver Management, and Customer Feedback

MVPTI provided the following updates regarding fleet performance, driver issues, and customer feedback for the reporting period:

- Fleet Performance: Two buses experienced mechanical failures requiring towing services.
- Driver Management: Two drivers were separated due to non-compliance with established safety protocols, while four new drivers successfully completed the new-hire training program.
- Customer Feedback: No complaints, incidents, or service-related issues were reported.

These metrics contribute to an ongoing assessment of service quality and operational efficiency, ensuring that Madera Metro maintains high standards in both fleet reliability and customer experience.

Expenditures

The City spent $275,936.16 for Fixed Route service and $183,673.97 for DAR during the first quarter of FY 2024/25. During the reporting period, transit related expenditures were paid for using Federal Transit Administration (FTA) grant funds.

Madera Metro Route Changes

Green Route – Madera Community College Access

The Green Route, which serves the Madera Community College, was recently adjusted to better align with students' schedules. It came to City staff's attention that previous drop-off times occurred several minutes after each hour, creating challenges for students needing to arrive before classes start time, which typically begin on the hour. In collaboration with MVPTI, staff developed a new schedule that ensures drop-offs occur 10 minutes before the start of each hour, providing students with ample time to reach their classes.

Orange Route – Expanded Service for Madera Community Hospital

The Orange Route, which serves the south-east side of the City, has been updated in anticipation of the reopening of Madera Community Hospital. In preparation, the original bus stop located at the hospital has been reinstated ensuring convenient transit access for future patients, visitors, and hospital staff.

Madera Metro Special Events

Madera Metro provides transit support for a variety of City-sponsored events throughout the year, assisting with transportation for event participants. On September 24, 2024, Madera Metro contributed one bus for the City's new staff onboarding event.

Looking ahead, the "Jolley Trolley" event is scheduled for December 20, 2024. Transit staff have coordinated with MV Public Transportation, Inc. (MVPTI) to allocate six transit buses to support this popular community event.

Madera Metro Project Updates:

Several transit-related projects aimed at enhancing Madera Metro's services are currently in progress. These initiatives focus on improving service quality, accessibility, and efficiency to better serve the Madera community. Table 5 provides a detailed status update on each project:

Table 5: *Summary of Madera Metro Project Progress*		
Item	Project Progress	Next Steps
Madera Transit Plan	New bus stop signage has been received.	The following will be completed by June 30, 2025: 1. New signage will be installed at all bus stops. 2. Solar lighting will also be installed at all stops (without a shelter). 3. All inactive bus poles removed.
Renovation of the Intermodal Transit Facility	This project remains in Phase III – Construction Documents.	Completion of Phase III and begin Phase IV – Bidding and Construction Administration by February 1, 2025.
Micro-transit Feasibility Study	Staff developed a Micro-Transit Feasibility Study Request for Proposals (RFP).	Finalize the draft RFP and release by December 2024.

In addition to these projects, staff is preparing an RFP for a transit operator. The contract with MVPTI will sunset on June 30, 2025. Staff anticipates releasing the RFP in December 2024.

FINANCIAL IMPACT:

The Madera Metro public transit service is funded by Federal and State grants, including Measure T. The Transit system does not impact the General Fund.

ALTERNATIVES:

This item is for informational purposes only. There is no action being requested from Council on this item.