

## **REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY**

205 W. 4<sup>th</sup> Street, Madera, California 93637

### **NOTICE AND AGENDA**

**Wednesday, October 2, 2024**  
**6:00 p.m.**

**Council Chambers**  
**City Hall**

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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](http://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: 873 8756 0010#. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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#### **CALL TO ORDER:**

**ROLL CALL:** Mayor 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:** Jim Garrison, United Methodist Church

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

- 1. Proclamation Recognizing Indigenous People Day**
- 2. Proclamation Recognizing Breast Cancer Awareness Month**
- 3. Proclamation Recognizing Disability Awareness Month**
- 4. Proclamation Recognizing Domestic Violence Awareness Month**
- 5. 4<sup>th</sup> of July Spectacular Sponsorship Recognition**

**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:** None

**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 – September 4, 2024, September 18, 2024**

**Recommendation:** Approve the City Council Minutes of September 4, 2024 and September 18, 2024 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for September 7, 2024 to September 20, 2024 (Report by Michael Lima)

**B-3 Receipt of \$352,938.44 to reimburse the City for January 2023 Winter Storm emergency bypass pumping (61 days +)**

**Recommendation:** Adopt a minute order accepting \$352,938.44 in Federal and State funds as reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and California Disaster Assistance Act for City-incurred expenses to perform emergency bypass pumping for the period beyond 60 days from the start of the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event (Report by Wendy Silva)

**B-4 Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park**

**Recommendation:** Adopt a Resolution Amending the City’s Fiscal Year 2024/25 Budget Approving Related Revenue and Expenditure Line Items Related to the Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park at \$1,319,280 (Report by Joseph Hebert)

**B-5 Matilda Torres High School Fee Waiver Request**

**Recommendation:** Adopt a Resolution waiving the rental fees of the John Wells Youth Center dance studio on 15 dates in October 2024 through January 2025, related to the Matilda Torres High School Competition Dance/Pom Team in preparation for regional and national competitions, at an anticipated fee rental of \$1,025 (Report by Joseph Hebert)

**B-6 Motorola Service Provider Agreement**

**Recommendation:** Adopt a Resolution Approving Service Provider Agreement, Online Terms Acknowledgement, and Cyber Addendum with Motorola Solutions, Inc. for the upgrade, implementation, service, and maintenance of Police Department communication infrastructure in the amount of \$96,902.41 with a 10% contingency to the implementation component for applicable taxes (Report by Giachino Chiamonte)

**B-7 Request to Waive City Fees Relating to the Downtown Christmas Parade**

**Recommendation:** Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Services Relating to the Downtown Christmas Parade in the Amount of \$2,956 (Report by Giachino Chiamonte)

**B-8 Amendment No. 4 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street, and Central Avenue Intersection**

**Recommendation:** Adopt a Resolution Approving Contract Amendment No. 4 for Professional Engineering Services for \$45,738 (Report by Keith Helmuth)

**B-9 Accepting Improvements for the Iveywood I Subdivision (Tract No. 19-S-03)**

**Recommendation:** Adopt a Resolution:

1. Accept Improvements for the Iveywood I Subdivision (Tract No. 19-S-03); and
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements (Report by Keith Helmuth)

**C. WORKSHOP:** None

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

**D-1 Resolution Establishing a Measure T Annual Work Plan Review**

**Recommendation:** Adopt a Resolution Establishing an Annual 30-day Public Review Period for Measure T for Proposed Use of Funds by the City (Report by Arnoldo Rodriguez)

**D-2 Amendment No. 2 to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services**

**Recommendation:** Adopt a Resolution Approving the Second Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc. (WCA) Not to Exceed \$200,000 Per Year (Report by Joseph Hebert)

**D-3 City Manager 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 the City Manager At-Will Employment Agreement (Report by Wendy Silva)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Spanish Language Interpretation Services at City Council Meetings**

**Recommendation:** Staff is seeking Council direction regarding the provision of Spanish interpretation services at City Council meetings. Council is asked to consider options for integrating translation services to enhance accessibility for Spanish-speaking residents. Potential options include the use of artificial intelligence (AI)-powered translation solutions or traditional in-person interpretation services (Report by Alicia Gonzales)

**E-2 Select Recipient for the Proclamation in the Month of November**

**Recommendation:** Request for Councils Selection of a Recipient for the Proclamation Recognizing Small Business Saturday (Report by Alicia Gonzales)

**E-3 Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Department of Water Resources (DWR) Review of the Annual Report for Water Year 2023**

**Recommendation:** This is an informational report. Staff will receive comments and direction as may be offered from the City Council (Council) (Report by Keith Helmuth)

**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 agendaized 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:**

**H-1 Conference with Legal Counsel—Existing Litigation (Government Code Section 54956.9(d)(1))**

**Name of Case:** City of Madera v. Summer Nastich and Phenos of Madera, Inc. (Real Party in Interest), Madera County Superior Court Case No. MCV090358

**H-2 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**

**Title:** City Clerk

**H-3 Conference with Labor Negotiators - Pursuant to Government Code Section §54957.6**

**Agency Designated Representatives:** Mayor Santos Garcia


**Unrepresented Employee:** City Clerk

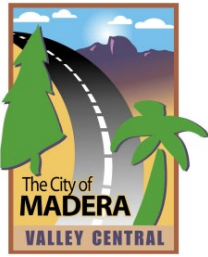
**ADJOURNMENT:**

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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing [cityclerkinfo@madera.gov](mailto: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](mailto: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. 4<sup>th</sup> Street, Madera, CA 93637 and on the City website at [www.madera.gov](http://www.madera.gov)
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
  - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 2, 2024, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 5:45 p.m. on September 26, 2024.

  
Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	09/18/2024
Adopted:	10/02/2024

## Minutes of a Regular Meeting of the Madera City Council

**September 18, 2024**  
**6:00 p.m.**

**Council Chambers**  
**City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at [www.madera.gov/live](http://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: 896 7842 5499#. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto: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 6:17 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, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Wastewater Treatment Plant Manager Gabriel Bostan, Senior Planner Rudy Luquin and Communication Specialist Joseph Carrello.

**INVOCATION:** Sammie Neely, Mt. Zion Missionary Baptist Church

**PLEDGE OF ALLEGIANCE:** Councilmember Montes

**APPROVAL OF AGENDA:**

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

**PRESENTATIONS:**

- 1. Proclamation Recognizing the Retirement of City Employee Erik Hayward, Parks Maintenance Worker II**
- 2. Senator Anna Caballero's Young Legislators Program (YLP)**
- 3. Madera Community Hospital Update**

4. **Proclamation Recognizing Old Timers' Week**
5. **Citizens Academy Participant Recognition**

**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.*

DKS Consultant Kendall Flint gave an update on Measure T and asked that Council adopt a resolution supporting Measure T.

Kyle Savage, the Madera/Fresno County field representative for Congressman Duarte gave an update on HR 9531.

Arturo Martinez, the District Representative for Senator Caballero advised that their website has been improved making request submittals more simple and faster.

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

**A. PUBLIC HEARINGS:**

**A-1 Public Hearing Regarding the Program Year 2023/24 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary**

**Recommendation:** Conduct a public hearing, invite public input, and adopt a Resolution approving the City's Program Year 2023/24 CAPER and financial summary (Report by Michael Lima)

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

RES 24-147 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

**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.*

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 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for August 24, 2024 to September 6, 2024 (Report by Michael Lima)

**B-2 Informational Report on Personnel Activity**

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

**B-3 Receipt of \$47,151.32 to reimburse the City for COVID-19 Pandemic emergency protective measures**

**Recommendation:** Adopt a minute order accepting \$47,151.32 in Federal funds as reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act for City-incurred expenses to implement emergency protective measures during the COVID-19 Pandemic Event (Report by Wendy Silva)

**B-4 Receipt of \$31,639.79 to reimburse the City for January 2023 Winter Storm damage debris removal**

**Recommendation:** Adopt a Minute Order Accepting \$31,639.79 in Federal funds as Reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act for City-incurred Expenses to Perform Debris Removal during California Severe Winter Storms, Flooding, Landslides, and Mudslides Event (Report by Wendy Silva)

**B-5 Request to Waive City Fees Relating to Madera High School's Homecoming Parade**

**Recommendation:** Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Engineering Fees and Services Relating to the Madera High School Homecoming Parade in the Amount of \$2,136 (Report by Giachino Chiaramonte)

RES 24-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER THE COSTS OF POLICE, PUBLIC WORKS AND ENGINEERING SERVICES AND FEES RELATING TO THE MADERA HIGH SCHOOL HOMECOMING PARADE IN THE AMOUNT OF \$2,136.00

**B-6 Resolution Formalizing Support for Proposition 36**

**Recommendation:** Adopt a Resolution Establishing the City's Support for Proposition 36 (Report by Giachino Chiaramonte)

RES 24-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

**B-7 Edward Byrne Memorial Justice Assistance Grant Program 2024/25 Grant**

**Recommendation:** Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2024/25 (Report by Giachino Chiaramonte)

RES 24-150 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

**C. WORKSHOP: None**

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

**E. ADMINISTRATIVE REPORTS:**

**E-1 Spanish Language Interpretation at City Council Meetings**

**Recommendation:** Deliberation and Direction from Council (Report by Alicia Gonzales)

Johanna Torres submitted an email in favor of having Spanish interpretation services at all Council meetings.

Noe Hernandez submitted an email in favor of having Spanish interpretation services at all Council meetings and asked that agendas be prepared in whatever top languages are spoken in Madera.

Maria Estela Ruiz submitted an email in favor of having Spanish interpretation services at all Council meetings.

Petra Perez submitted an email in favor of having Spanish interpretation services at all Council meetings.

**E-2 Informational report on Sunset Park Plans for Fiscal Year 2024/25**

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

**E-3 Discussion and Direction Regarding a Proposed Temporary Sewer Lift Station**

**Recommendation:** This report is submitted for Discussion and Direction regarding a proposed temporary lift station for a portion of the Granite Creek Development (Report by Will Tackett)

**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 agendaized and which meet other requirements for action.*

Council, with six members in agreement, decided to add a request for a Guelaguetza proclamation to a future agenda. Councilmember Villegas did not participate in this request.

Additionally, the Council unanimously agreed to add a Measure T resolution 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 reminded everyone of the King & Queen Dinner Dance that will take place on Friday. She also reminded everyone of the parade that will take place on Saturday.

Councilmember Rodriguez mentioned a recent trip to Washington, D.C. where he, as part of the MCTC, advocated for transportation needs.

Councilmember Montes had nothing to report.

Councilmember Evans shared that she recently toured the hospital and was highly impressed. She also mentioned volunteering there before COVID and invited anyone interested in volunteering to contact her.

Councilmember Mejia stated she is excited to hear about MCH volunteers. She used to be a Junior Volunteer at the hospital. On September 7<sup>th</sup>, she attended the Groundbreaking Ceremony of the North Fork Mono Casino & Resort. She is excited to have them in Madera. The Taste of Oaxaca event, a partnership between the Madera District Fair and the Guelaguetza Committee, was the next day. Participants were able to enjoy authentic Oaxacan dance, music and cuisine. She congratulated the El Patron restaurant as they were voted to have the “The Best Mole” by the judges and by the people’s choice. She is the Vice Chairperson for Guelaguetza Committee and stated there is still time for sponsors and vendors to participate in the Guelaguetza event that will be held on Sunday, October 13<sup>th</sup>. They can reach out to her by phone at 559-481-8084. That same volunteer committee will have a free photography workshop this Sunday at the Madera County Arts Council. The event is free to everyone.

Councilmember Villegas had nothing to report.

Mayor Garcia stated that all of Council was able to attend the casino groundbreaking ceremony. Council was also invited to attend the Fresno Mexican Consulate “Grito” celebration in honor of Mexico Independence Day. Councilmember Mejia was also present at that event.

**H. CLOSED SESSION:**

**H-1 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**

**Title:** City Clerk

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

**Agency Designated** Mayor Garcia, Councilmember Montes, Councilmember Evans  
**Representatives:**

**Unrepresented** City Manager  
**Employee:**

City Attorney Shannon Chaffin made the closed session announcement at 9:07 p.m. Mr. Chaffin and Council returned from Closed Session at 10:41 p.m. Mr. Chaffin stated there was no reportable action.

**ADJOURNMENT:** Meeting was adjourned at 10:42 p.m.

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ALICIA GONZALES, City Clerk

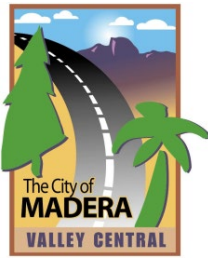
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SANTOS GARCIA, Mayor

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MINUTES PREPARED BY

ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	09/04/2024
Minutes for:	09/04/2024s
Adopted:	10/02/2024

**Minutes of a Regular Meeting of the Madera City Council  
and Minutes of a Special Meeting of the Madera City Council**

**September 4, 2024  
5:55 p.m. / 6:00 p.m.**

**Council Chambers  
City Hall**

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**CALL TO ORDER:** Both meetings were 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  
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, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Public Works Director Ismael Hernandez, Administrative Analyst (Police Dept.) Sarah Sarquiz, Police Lieutenant Mark Adams and Communication Specialist Joseph Carrello.

**INVOCATION:** Sammie Neely, Mt. Zion Missionary Baptist Church

**PLEDGE OF ALLEGIANCE:** Dr. Angel Reyna

**APPROVAL OF AGENDAS:**

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, BOTH AGENDAS WERE APPROVED UNANIMOUSLY BY A 7/0 VOTE.

The Regular Meeting agenda items were considered first.

**PRESENTATIONS:**

- 1. Proclamation Recognizing the 50<sup>th</sup> Anniversary of the Opening of the Madera County Museum**

**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.*

DJ Becker, a member of the public submitted two comments regarding reckless driving in the City.

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

**A. PUBLIC HEARINGS:**

**A-1 Continued Public Hearing and Consideration of Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2024/25**

**Recommendation:** Adopt a Resolution Approving the Measure T AEP for FY 2024/25 and authorizing submission of the AEP to the Madera County Transportation Authority (MCTA) for adoption (Report by Keith Helmuth)

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

RES 24-131 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2024/25 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION

**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.*

City Attorney Shannon L. Chaffin recused himself from Item B-10.

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

**B-1 Minutes – August 21, 2024**

**Recommendation:** Approve the City Council Minutes of August 21, 2024 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for August 10, 2024 to August 23, 2024 (Report by Michael Lima)

**B-3 Letter of Support for Madera Community College Agave Distillery Program**

**Recommendation:** Adopt a Minute Order Authorizing the Mayor to Sign a Letter of Support for Madera Community College Agave Distillery Program (Program) (Report by Arnaldo Rodriguez)

**B-4 Adoption of Updated Conflict of Interest Code for the City of Madera**

**Recommendation:** Adopt a Resolution Adopting the Conflict of Interest Code for the City of Madera and Rescinding Resolution No. 22-189 (Report by Alicia Gonzales)

RES 24-132 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MADERA AND RESCINDING RESOLUTION NO. 22-189

**B-5 Piggyback Purchase Agreements for Fleet Division-Related Purchases**

**Recommendation:** Adopt a Resolution Approving State of California Piggyback Agreement with Folsom Lake Ford for the Purchase of Two Replacement Police Patrol Vehicles for \$113,605.98 (Report by Michael Lima)

RES 24-133 A RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF TWO POLICE PATROL VEHICLES IN THE AMOUNT OF \$113,605.98

**B-6 Amendment to the Forensic DUI Analysis Agreement between the California Department of Justice and the City of Madera**

**Recommendation:** Adopt a Resolution Approving an Amendment to the Forensic DUI Analysis Agreement with the California Department of Justice (Report by Giachino Chiamonte)

RES 24-134 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE FORENSIC DUI ANALYSIS AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF JUSTICE AND THE CITY OF MADERA

**B-7 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program**

**Recommendation:** Adopt Resolutions:  
1. Accepting the Grant Award in the amount of \$140,000; and  
2. Amending the City's 2024/25 Adopted Budget by \$140,000 to reflect revenues and expenditures related to the grant (Report by Giachino Chiamonte)

RES 24-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IN THE AMOUNT OF \$140,000 AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO ACCEPT THE GRANT AWARD

RES 24-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET

**B-8 Law Enforcement Services Agreement with the Housing Authority of the City of Madera**

**Recommendation:** Adopt a Resolution Approving a Law Enforcement Services Agreement between the Housing Authority of the City of Madera and the City (Report by Giachino Chiamonte)

RES 24-137 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF MADERA AND THE CITY OF MADERA

**B-9 Reimbursement Agreement with Millenium Acquisition, LLC for Public Improvements (Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37)**

**Recommendation:** Adopt a Resolution Approving Reimbursement Agreement between the City and Millenium Acquisition, LLC, relating to Site Plan Review No. 2016-57 MOD, Conditional Use Permits 2016-35, 36 and 37 (Report by Keith Helmuth)

RES 24-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND MILLENIUM ACQUISITION, LLC, FOR PUBLIC IMPROVEMENTS (SITE PLAN REVIEW NO. 2016-57 MOD AND CONDITIONAL USE PERMITS 2016-35, 36 AND 37)

**B-10 Master Agreement Between the Madera County Transportation Commission (MCTC) and the City for Fiscal Year (FY) 2023/2024 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding**

**Recommendation:** Adopt a Resolution Approving the Master Agreement between the MCTC and the City for the FY 2023/2024 allocation of RSTP Exchange Funding (Report by Keith Helmuth)

RES 24-139 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR THE FISCAL YEAR 2023/2024 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING

**B-11 Acceptance of Alley Paving Various Locations, City Project No. ALY-01 and City Project No. ALY-03**

**Recommendation:** Adopt a Minute Order Approving:

1. Acceptance of Alley Paving at Various Locations Project, Federal Project No.'s CML 5157(128), City Project No. ALY-01 and CML 5157(122), City Project No. ALY-03 (Project); and
2. The Recording of Notice of Completion; and
3. The release of retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

**B-12 Amendments to the City of Madera Classification Plan and setting the assigned salary ranges for certain positions**

**Recommendation:** Adopt Resolutions:

1. Amending the City of Madera Classification Plan by adding Computer Technician II and Construction Inspection Supervisor and modifying the class specifications for Computer Technician, Construction Inspector I, and Construction Inspector II; and
2. Setting the assigned salary ranges for the new positions and adopting the revised City of Madera Full Time Salary Schedule effective July 1, 2024 (Report by Wendy Silva)

RES 24-140 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN

RES 24-141 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGES FOR CERTAIN CLASSIFICATIONS AND ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE JULY 1, 2024

**B-13 Terminate Local Emergency – January 2023 Winter Storms**

**Recommendation:** Adopt a Resolution Terminating the Existence of a Local Emergency – January 2023 Winter Storms in Accordance with Madera Municipal Code Title III, Chapter 2 (Report by Wendy Silva)

RES 24-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

**B-14 Terminate local emergencies and need for emergency contracts without competitive bidding for the Avenue 13 sewer trunk main failures of June 3, 2024, and June 10, 2024**

**Recommendation:** Adopt Resolutions in Accordance with Madera Municipal Code Title III, Chapter 2:

1. Terminating the declaration of a local emergency – June 3, 2024, sewer trunk main collapse; and
2. Terminating the declaration of a local emergency – June 10, 2024, sewer trunk main collapse; and
3. Terminating the need for emergency contracts without competitive bidding for emergency repair work on the sewer trunk main collapse sites (Report by Wendy Silva and Keith Helmuth)

RES 24-143 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE DECLARATION OF A LOCAL EMERGENCY DUE TO THE JUNE 3, 2024, FAILURE OF THE CITY'S SEWER TRUNK MAIN LINE

RES 24-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE DECLARATION OF A LOCAL EMERGENCY DUE TO THE JUNE 10, 2024, FAILURE OF THE CITY'S SEWER TRUNK MAIN LINE

RES 24-145                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TERMINATING THE NEED FOR EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE AVENUE 13 SEWER TRUNK MAIN COLLAPSE SITES OF JUNE 3, 2024, AND JUNE 10, 2024

**B-15    Citizens Academy 2024 - Program Overview and Recognition of Participants**

**Recommendation:** It is recommended that the City Council:

1. Recognize the Participants of Citizens Academy 2024 by Awarding them Certificates of Recognition at the Council Meeting Scheduled for September 18, 2024; and
2. Direct Staff to Prepare the Certificates for the Participants for the Subsequent Meeting (Report by Arnolando Rodriguez)

**B-16    Authorization for the City Manager to execute documents related to the Railroad Crossing Elimination (RCE) Grant**

**Recommendation:** Adopt a Resolution Authorizing the City Manager to Execute Documents for the Railroad Crossing Elimination (RCE) Grant (Report by Arnolando Rodriguez)

RES 24-146                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS FOR THE RAILROAD CROSSING ELIMINATION (RCE) GRANT

**C.        WORKSHOP:**

**C-1       Madera Community College Agave Distillery Program**

**Recommendation:** Informational item regarding the Madera Community College Agave Distillery Program. Discussion led by Madera Community College President Dr. Angel Reyna (Report by Arnolando Rodriguez)

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

**E.        ADMINISTRATIVE REPORTS:**

**E-1       Select Recipients for the Proclamations in the Month of October**

**Recommendation:** Request for Councils Selection of a Recipient for the Proclamation Recognizing Breast Cancer Awareness Month and the Proclamation Recognizing Domestic Violence Awareness Month (Report by Alicia Gonzales)

Council agreed that the proclamation recipient for the Breast Cancer Awareness Month is Caroline Harrow and that the proclamation recipient for the Domestic Violence Awareness Month is CAPMC.

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

**E-2       Update on the City's Sidewalk Replacement Program**

**Recommendation:** Informational item regarding the City's Sidewalk Replacement Program (Report by Ismael Hernandez)

**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.*

No items were presented. Future Agenda Items was closed.

**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 thanked staff for their timely action in addressing water leaks and asked the public for a little patience as staff is aware and are working on them. She also mentioned that the Madera District Fair is in town and invited everyone to attend.

Councilmember Rodriguez had nothing to report.

Councilmember Montes gave a shout out to staff as he has been submitting requests through the portal and staff has been responding in a timely manner.

Councilmember Evans thanked staff, Councilmembers and the City of Madera for their hard work especially regarding the homeless issue and the river.

Councilmember Mejia mentioned that the Madera Community College will be holding a public forum on September 17<sup>th</sup> which addresses fake news and voting on the upcoming election.

Councilmember Villegas had nothing to report.

Mayor Garcia mentioned that he and City Manager Arnoldo Rodriguez were invited by MCH CEO Steve Stark to tour Madera Community Hospital as it undergoes remodeling and renovations. Mayor Garcia is not sure of an opening date but MCH has an application portal in place, so he looks forward to their opening as the City of Madera is in need of a hospital and healthcare.

**H. CLOSED SESSION: None**

The Special Meeting agenda item was considered next.

**A. CLOSED SESSION:**

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

**Agency Designated** Arnoldo Rodriguez, Michael Lima, and Wendy Silva  
**Representatives:**

**Employee** Madera Police Officers' Association  
**Organizations:**

City Attorney Shannon Chaffin made the closed session announcement at 7:03 p.m. Mr. Chaffin and Council returned from Closed Session at 7:34 p.m. Mr. Chaffin stated there was no reportable action.

**ADJOURNMENT:** Both meetings were adjourned at 7:35 p.m.

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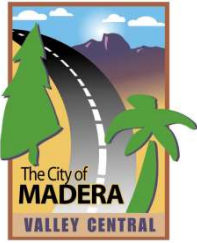
ALICIA GONZALES, City Clerk

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SANTOS GARCIA, Mayor

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MINUTES PREPARED BY  
ZELDA LEÓN, Deputy City Clerk



## REPORT TO CITY COUNCIL

Approved by:

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: October 2, 2024

Agenda Number: B-2

### SUBJECT:

Informational Report on Register of Audited Demands

### RECOMMENDATION:

Review Register of Audited Demands Report for September 7, 2024 to September 20, 2024

### SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 7, 2024 to September 20, 2024 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	40431 – 40540	\$497,031.94

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$666,894.07
<i>SDI</i>	EDD	\$2,662.82
<i>CalPERS Payment</i>	CalPERS	\$149,509.03

### 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

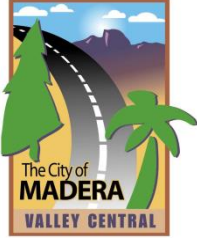
**CITY OF MADERA  
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT**

October 2, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40431	09/12/2024	ENGINEERING	MEAS T - ENVIRO	MOORE TWINING ASSOCIATES, INC	TESTING ALY-01 & ALY-03TESTING ALY-01 & ALY-	819.25
40432	09/12/2024	PD OPERATIONS	PD OPERATIONS	KER'S GAS & LUBE, INC.	05/24 PD CAR WASHES05/24 PD CAR WASHES	435.00
40432	09/12/2024	PD OPERATIONS	PD OPERATIONS	KER'S GAS & LUBE, INC.	06/24 PD CAR WASHES06/24 PD CAR WASHES	490.00
40433	09/12/2024	PARKS ADMINISTRATION	COMM & REC CENTERS	SERVICEMASTER BY J&C BROWN	PARKS - FAB DEEP CLEANINGPARKS - FAB DEEP C	340.00
40434	09/12/2024	PARKS ADMINISTRATION	PROP 68 GRANT	DAVID J. BOYLE	PARKS - LTC RESTROOMSPARKS - LTC RESTROOM	12,231.25
40435	09/12/2024	FIRE	MEAS K - FIRE	ROSENBAUER MINNESOTA, LLC	RAPTOR ANNUAL INSPECTIONRAPTOR ANNUAL I	4,600.00
40436	09/12/2024	PD OPERATIONS	MEAS K - PD	HARRY D. WILSON INC.	BMW 1250 - SERVICEBMW 1250 - SERVICE	3,955.72
40437	09/12/2024	WWTP	WWTP	TELSTAR INSTRUMENTS	EQUIPMENT CALIBRATIONEQUIPMENT CALIBRA	1,516.00
40438	09/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS PROFESSIONA	24,233.58
40439	09/12/2024	PD OPERATIONS	PD OPERATIONS	RAUL R. HERRERA JR.	POLYGRAPHS POLYGRAPHS	4,000.00
40440	09/12/2024	PARKS ADMINISTRATION	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES SHIRTS TINY TIKES SHIRTS	109.44
40441	09/12/2024	PD OPERATIONS	PD OPERATIONS	TIM J LAW	EMPLOYMENT BACKGROUND EMPLOYMENT BAC	800.00
40442	09/12/2024	ENGINEERING	SEWER CAPITAL OUTLAY	RMA GEOSCIENCE, INC.	AVE 13 SOIL TESTINGAVE 13 SOIL TESTING	5,025.00
40443	09/12/2024	PD OPERATIONS	PD OPERATIONS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES SHREDDING SERVICES	404.00
40444	09/12/2024	PD OPERATIONS	PD OPERATIONS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE REUSABLE TUE	79.30
40445	09/12/2024	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	67.99
40445	09/12/2024	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	495.85
40445	09/12/2024	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	155.07
40445	09/12/2024	FINANCE	CODE ENFORCEMENT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	216.38
40445	09/12/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	861.54
40445	09/12/2024	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	104.23
40445	09/12/2024	FINANCE	FACILITIES MAINTENANCE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	340.05
40445	09/12/2024	FINANCE	FLEET MAINTENANCE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	76.37
40445	09/12/2024	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	15.68
40445	09/12/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	495.54
40445	09/12/2024	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	756.77
40445	09/12/2024	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	1,695.86
40445	09/12/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	2,363.08
40445	09/12/2024	FINANCE	SEWER MTNC/OPERATIONS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	859.93
40445	09/12/2024	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	1,388.59
40445	09/12/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	3,358.86
40445	09/12/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	3,056.08
40445	09/12/2024	FINANCE	WATER MTNC/OPERATIONS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	1,291.19
40445	09/12/2024	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	418.30
40445	09/12/2024	FINANCE	PD OPERATIONS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 08/15/24-08/31/24FUEL CIT	7,968.29
40445	09/12/2024	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 08/01/24-08/15/24 FUEL CDF - 08/01	468.63
40445	09/12/2024	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESELFUEL CDF - BULK DIESEL	2,370.01
40446	09/12/2024	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MONTHLY MAINTENANCE JANUARY - MARCH	1,875.00
40447	09/12/2024	ENGINEERING	SEWER CAPITAL OUTLAY	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS PROFESSIONA	18,064.16
40448	09/12/2024	PD OPERATIONS	PD OPERATIONS	CINTAS CORPORATION	MEDICAL SUPPLIES MEDICAL SUPPLIES	229.55
40449	09/12/2024	FACILITIES	FACILITIES MAINTENANCE	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - JWYC HVAC MAINTENAN	2,211.56
40449	09/12/2024	FACILITIES	PD OPERATIONS	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - PD HVAC MAINTENANCE	888.00
40450	09/12/2024	FIRE	FIRE	AIR EXCHANGE, INC	EXHAUST VENT REPAIRREXHAUST VENT REPAIR	3,463.67
40451	09/12/2024	PARKS ADMINISTRATION	CDBG PUBLIC IMPROVEMENTS	DL BATTY, INC.	CDBG FBSC KITCHEN IMPROVEMENT CDBG FBSC	1,361.36
40452	09/12/2024	ENGINEERING	RSTP - FED EX	TERRA WEST CONSTRUCTION INCORPORA	PARKING LOT - PD PARKING LOT - PD	5,700.00
40453	09/12/2024	WWTP	SEWER CAPITAL OUTLAY	SCHROEDER VALVE & REPAIR INC.	LESSER OVER VALVELESSER OVER VALVE	12,826.57
40454	09/12/2024	PARKS ADMINISTRATION	PARKS	FENCE FACTORY RENTALS	TEMPORARY FENCE RENTAL - SRANTEMPORARY	120.00
40455	09/12/2024	PARKS ADMINISTRATION	PARKS	RASHID RELIEF REBUILDERS, INC.	SUNRISE ROTARY PLAYGROUNDSUNRISE ROTARY	43,671.50
40456	09/12/2024	PD OPERATIONS	MEAS K - PD	SC BEACH HOTEL PARTNERS LLC	MPD LEADERSHIP HOTEL FEESMPD LEADERSHIP I	8,584.00
40457	09/12/2024	WATER QUALITY CONTROL	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING MONTHLY SAMPLING	576.00
40457	09/12/2024	WATER QUALITY CONTROL	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLINGWEEKLY SAMPLING	2,432.00
40458	09/12/2024	FINANCE	PD OPERATIONS	AT&T	07/24 CALNET 3 SERVICE 939103156607/24 CALI	311.10
40458	09/12/2024	PD OPERATIONS	PD OPERATIONS	AT&T	08/24 CALNET 3 SERVICE 939106455208/24 CALI	286.21
40458	09/12/2024	PD OPERATIONS	PD OPERATIONS	AT&T	07/24 CALNET 3 SERVICE 939103157807/24 CALI	313.48
40459	09/12/2024	ENGINEERING	ENGINEERING	AKEL ENGINEERING GROUP, INC.	ON-CALL TASK 1026-2024ON-CALL TASK 1026-20	7,140.50
40459	09/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	AKEL ENGINEERING GROUP, INC.	ON-CALL MODELING 1004-2023ON-CALL MODEL	619.00
40460	09/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	AM CONSULTING ENGINEERS, INC.	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	1,670.00
40461	09/12/2024	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LABPERMIT COMPLIANCE	1,400.20
40461	09/12/2024	WWTP	WWTP	BSK ASSOCIATES	WW TESTS FOR COMPLIANCEWW TESTS FOR CO	212.50
40462	09/12/2024	ENGINEERING	SEWER CAPITAL OUTLAY	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVSPROFESSIONAI	432.00
40463	09/12/2024	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT LIVESCAN APPS PRE-EMPLOY	96.00
40463	09/12/2024	PD OPERATIONS	PD OPERATIONS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 07/24MISCELLANEOU	162.00
40464	09/12/2024	PD OPERATIONS	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM PRE-EMPLOYMENT EX	900.00
40465	09/12/2024	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPERPLOTTER PAPER	23.76
40466	09/12/2024	GRANTS	CDBG PUBLIC SERVICES	COMMUNITY ACTION PRTRNSHP OF MADI CDBG FY 23/24 Q3 CDBG FY 23/24 Q3		3,678.78
40466	09/12/2024	GRANTS	CDBG PUBLIC SERVICES	COMMUNITY ACTION PRTRNSHP OF MADI CDBG FY 23/24 Q2 CDBG FY 23/24 Q2		6,321.22
40467	09/12/2024	PD OPERATIONS	PD OPERATIONS	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 07/24 LEGAL BLOOD DR	700.00
40468	09/12/2024	PD OPERATIONS	PD OPERATIONS	COMMUNITY MEDICAL CENTER	SAFE EXAM - 24M-0458SAFE EXAM - 24M-0458	800.00
40469	09/12/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALI	PRE-EMPLOYMENT SERVICES PRE-EMPLOYMENT	1,029.00
40470	09/12/2024	PD OPERATIONS	CODE ENFORCEMENT	CORELOGIC INFORMATION SOLUTIONS INI	REALQUEST SERVICES 07/24 REALQUEST SERVIC	87.50
40470	09/12/2024	PD OPERATIONS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INI	REALQUEST SERVICES 07/24 REALQUEST SERVIC	21.88
40470	09/12/2024	PD OPERATIONS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INI	REALQUEST SERVICES 07/24 REALQUEST SERVIC	21.88
40470	09/12/2024	PD OPERATIONS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INI	REALQUEST SERVICES 07/24 REALQUEST SERVIC	43.74
40471	09/12/2024	FIRE	FIRE	CUMMINS PACIFIC LLC	CDF #58 REPAIRSCDF #58 REPAIRS	10,664.32
40472	09/12/2024	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - ENG SECURITY	180.00
40472	09/12/2024	FINANCE	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSITFIRE ALARM	80.00
40473	09/12/2024	FINANCE	CDBG PUBLIC SERVICES	ECONOMIC DEVELOPMENT COMMISSION	Q1 FY 23/24 REVOLVING LOAN PROGRAMQ1 FY	1,039.73
40473	09/12/2024	FINANCE	CDBG PUBLIC SERVICES	ECONOMIC DEVELOPMENT COMMISSION	Q2 FY 23/24 REVOLVING LOAN PROGRAMQ2 FY	821.31

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40473	09/12/2024	FINANCE	CDBG PUBLIC SERVICES	ECONOMIC DEVELOPMENT COMMISSION	Q3 FY 23/24 REVOLVING LOAN PROGRAMQ3 FY	967.26
40473	09/12/2024	FINANCE	CDBG PUBLIC SERVICES	ECONOMIC DEVELOPMENT COMMISSION	Q4 FY 23/24 REVOLVING LOAN PROGRAMQ4 FY	810.64
40474	09/12/2024	INFORMATION SERVICES	COMPUTER MAINT	ESRI	ESRI SOFTWARE RENEWAL ESRI SOFTWARE RENE	21,237.53
40475	09/12/2024	PD OPERATIONS	PD OPERATIONS	FRESNO CITY COLLEGE	REGISTRATION FEE - FIELD TRAINING OFFICERREI	420.00
40475	09/12/2024	PD OPERATIONS	PD OPERATIONS	FRESNO CITY COLLEGE	REGISTRATION FEE - DISPATCHERREGISTRATION	337.00
40476	09/12/2024	FINANCE	FINANCE	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWALGFOA MEMBERSH	112.50
40476	09/12/2024	FINANCE	GENERAL FUND	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWALGFOA MEMBERSH	37.50
40477	09/12/2024	FACILITIES	CENTRAL ADMIN	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - CITY HALLGENERA'	2,184.03
40477	09/12/2024	FACILITIES	FACILITIES MAINTENANCE	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - CITY HALLGENERA'	500.00
40478	09/12/2024	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES LEGAL SERVICES	5,636.00
40479	09/12/2024	PARKS ADMINISTRATION	AQUATICS PROGRAMS	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOLCHLORINE FOR POOL	1,602.66
40480	09/12/2024	FINANCE	AIRPORT OPER FUND	CITY OF MADERA	HANGER REFUND - #19 HANGER REFUND - #19	146.00
40481	09/12/2024	FINANCE	AIRPORT OPER FUND	CITY OF MADERA	HANGER REFUND - #5 HANGER REFUND - #5	135.00
40482	09/12/2024	FINANCE	PD OPERATIONS	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID	483.50
40483	09/12/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT JOB ADVERTISEMENT	119.20
40484	09/12/2024	PARKS ADMINISTRATION	AQUATICS PROGRAMS	MAMMOTH OXYGEN	CO2 FOR POOLCO2 FOR POOL	223.20
40485	09/12/2024	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSALWASTE DISPOSAL	3,458.17
40485	09/12/2024	PW ADMIN	STREET CLEANING	MID VALLEY DISPOSAL INC.	WASTE DISPOSALWASTE DISPOSAL	5,997.19
40485	09/12/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSALWASTE DISPOSAL	1,118.49
40485	09/12/2024	PW ADMIN	PW SAFE & CLEAN INITIATIVE	MID VALLEY DISPOSAL INC.	WASTE DISPOSALWASTE DISPOSAL	1,460.60
40486	09/12/2024	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - RD 28 & AVE 13 /2TRAFFIC C	790.00
40487	09/12/2024	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENTSDESIGN	11,989.25
40487	09/12/2024	PARKS ADMINISTRATION	PROP 68 GRANT	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARKPROP 68 - OLIVE	3,492.59
40487	09/12/2024	PARKS ADMINISTRATION	SPECIAL LEGISLATIVE GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS DESIGN SVS - LTC TRAIL	1,954.52
40488	09/12/2024	PD OPERATIONS	PD OPERATIONS	PECK'S PRINTERY	PD - WINDOW CLINGSPD - WINDOW CLINGS	736.10
40489	09/12/2024	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	CITATIONS 07/24CITATIONS 07/24	53.74
40489	09/12/2024	FINANCE	PD OPERATIONS	PHOENIX GROUP INFO SYS	CITATIONS 07/24CITATIONS 07/24	229.96
40490	09/12/2024	PD OPERATIONS	SUPP LAW ENF	PROFORCE	TASER CARTRIDGETASER CARTRIDGE	2,343.62
40491	09/12/2024	ENGINEERING	LTF - STREETS	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL DESIGN SVSPROFESSIONAL DESIG	138.80
40491	09/12/2024	ENGINEERING	LTF - STREETS	PROVOST & PRITCHARD CONSULTING	ON-CALL ENGINEERING FOR PROJECT B-000004C	1,407.30
40491	09/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009DESIGN SERVI	1,718.70
40491	09/12/2024	ENGINEERING	SEWER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	SS-14 ON-CALL TASK ORDER 1025-202455-14 ON	1,246.00
40492	09/12/2024	PD OPERATIONS	PD OPERATIONS	RON'S TOWING & ROAD SERVICE	TOWING SERVICESTOWING SERVICES	1,230.00
40493	09/12/2024	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ASPHALT PAVING/PATCHINGASPHALT PAVING/P	8,912.51
40494	09/12/2024	PW ADMIN	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS PROFESSIONA	41,797.10
40495	09/12/2024	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL SLUDGE HAULING	16,497.88
40496	09/12/2024	FINANCE	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT SQUIRREL CONTR	150.00
40497	09/12/2024	PARKS ADMINISTRATION	COMM & REC CENTERS	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCEYC ELEVATOR MAINT	315.17
40498	09/12/2024	PD OPERATIONS	PD OPERATIONS	TRANSSION RISK & ALTERNATIVE DATA	DATABASE ACCESS 07/24 DATABASE ACCESS 07/	216.40
40499	09/12/2024	ENGINEERING	SEWER CAPITAL OUTLAY	VIDEO INSPECTION SPECIALISTS, INC.	VAC/PUMPER TRUCKVAC/PUMPER TRUCK	2,230.00
40500	09/12/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	7-11 PLAN REVIEW7-11 PLAN REVIEW	2,227.50
40500	09/12/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	KING HUSSEIN SCHOOL DEVELOPMENT PLAN CH	1,991.25
40501	09/12/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 10000149 TURF RI	1,710.00
40502	09/12/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9925168 TURF REI	2,715.00
40503	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #11DEPOSIT REFUND	1,700.00
40504	09/12/2024	FINANCE	AIRPORT OPER FUND	AR REFUNDS	DEPOSIT REFUND - UNIT KDEPOSIT REFUND - UN	160.00
40505	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #15DEPOSIT REFUND	1,700.00
40506	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #25DEPOSIT REFUND	1,700.00
40507	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #38DEPOSIT REFUND	1,700.00
40508	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #40DEPOSIT REFUND	1,700.00
40509	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #26DEPOSIT REFUND	1,700.00
40510	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #5DEPOSIT REFUND -	1,700.00
40511	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #25DEPOSIT REFUND	1,700.00
40512	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #33DEPOSIT REFUND	1,700.00
40513	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #13DEPOSIT REFUND	749.44
40514	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #29DEPOSIT REFUND	1,700.00
40515	09/12/2024	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND - METER #14DEPOSIT REFUND	1,700.00
40516	09/12/2024	PARKS ADMINISTRATION	GENERAL TRUST FUND	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLIONDEPOSIT REFU	50.00
40517	09/12/2024	PARKS ADMINISTRATION	GENERAL TRUST FUND	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILLIONDEPOSIT REFU	50.00
40518	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6939001	20.56
40519	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922625	168.55
40520	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925394	118.12
40521	09/12/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9923436-37030 UB TERM REFI	133.54
40522	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925762	167.30
40523	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913309	16.89
40524	09/12/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9892847-503693 UB TERM RE	118.61
40525	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916540	163.21
40526	09/12/2024	FINANCE	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918723-509756 UB TERM RE	158.73
40527	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10001058	150.00
40528	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915679	37.84
40529	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000684	54.55
40530	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925823	115.93
40531	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924980	166.44
40532	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9907886	41.97
40533	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919650	151.31
40534	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925960	11.87
40535	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919380	34.61
40536	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922847	123.87
40537	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919203	186.80
40538	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924423	190.14
40539	09/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924774	162.56

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
40540	09/12/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9924318-512878 UB TERM RE	161.97
544	09/03/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/30/2024PLAN #340227	13,865.88
545	09/03/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/30/2024PLAN #340227	2,028.98
546	09/13/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 08/30/24 PAYROLI	30,511.16
547	09/13/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 09/13/24 PAYROLI	30,149.36
548	09/16/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/13/2024PLAN #340227	12,602.16
549	09/16/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/13/2024PLAN #340227	1,744.66
550	09/04/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/04/2024FS	364.42
551	09/05/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/05/2024FS	84.08
552	09/10/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/10/2024FS	60.00
552	09/10/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	124.00
553	09/17/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 09/17/2024FS	1,130.26
<b>BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL</b>						<b>\$ 497,031.94</b>



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** B-3

**SUBJECT:**

Receipt of \$352,938.44 to reimburse the City for January 2023 winter storm damage for emergency bypass pumping (61 days +)

**RECOMMENDATION:**

Adopt a minute order accepting \$352,938.44 in Federal and State funds as reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and California Disaster Assistance Act for City-incurred expenses to perform emergency bypass pumping for the period beyond 60 days from the start of the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event

**SUMMARY:**

President Biden declared a major disaster for the State of California on January 14, 2023, as a result of severe winter storms in the State of California, pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). This declaration, numbered FEMA-4683-DR-CA, authorized reimbursement through the Public Assistance Program for multiple categories of emergency response and recovery for designated counties in the State of California, including Madera County. Emergency protective measures, such as emergency bypass pumping, were eligible for reimbursement under this declaration. The City sought reimbursement for expenditures related to emergency bypass pumping undertaken during the applicable disaster date range and has received reimbursement in the amount of \$352,938.44 for eligible activities. The requested action is to accept the funds as detailed further in this report.

**DISCUSSION:**

The Stafford Act is a law that outlines how the federal government provides assistance to people, organizations, and governments affected by disasters or emergencies. The Stafford Act allows the President of the United States to declare a disaster or emergency, to prepare and execute the response to that emergency, and to determine the amount of federal assistance needed to

address the emergency. The Stafford Act also establishes how costs are shared between the federal, state, local, and tribal governments. The California Disaster Assistance Act (CDAA) authorizes the Director of the California Office of Emergency Services (CalOES) to administer financial assistance for disasters declared at either the federal or state level. CDAA funds may be stand-alone or may supplement federal funds.

Pursuant to the Stafford Act, a State of Emergency was declared in January 2023 for over 75% of the counties in the state due to the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event. President Biden declared a major disaster for all but 11 counties in the state, identified as FEMA-4683-DR-CA. Under the Stafford Act, certain expenses are eligible for reimbursement depending on the nature of the event. Specific to the California Severe Winter Storms, Flooding, Landslides, and Mudslides Event, the City undertook various emergency response activities. The Federal Emergency Management Agency (FEMA) has various funding categories designated for disasters with different reimbursement amounts and requirements. Specific to emergency protective measures, FEMA has designated such activities as “Category B.” The City originally submitted Category B expenses for consideration of reimbursement to FEMA, however, the official grant recipient is the State of California, with the City as a sub-recipient of the State. Category B has two timelines: those activities and expenses incurred within the first 60 days of the declared disaster and those that were incurred beyond the first 60 days of the disaster. The Category B project which is the subject of this report is specific to expenses incurred beyond 60 days from the declared emergency. For this project, the federal government cost share of the project is 75% and the state cost share is 18.75%. Therefore, the total amount of reimbursement is 93.75% for this project, meaning the City’s share of the total cost for these activities after reimbursement is 6.25%.

As stated, the reimbursement funds at the focus of this report are related to emergency bypass pumping for project FEMA-4683-DR-CA, California Severe Winter Storms, Flooding, Landslides, and Mudslides Event. The City reviewed expenditures during the applicable dates eligible for reimbursement and identified qualifying expenditures to submit for reimbursement. The expenditures reimbursed in this project included bypass pumping performed by contractors from February-March 2023 and a soil/concrete sampling contractor. No supplies were purchased and no City equipment or personnel were included in this specific Category B project.

<b>Table 1. Summary of FEMA-4683-DR-CA Reimbursements</b>				
<i>Incident Period</i>	<i>Total Eligible Expenditures</i>	<i>Reimbursement Rate</i>	<i>Total Reimbursement Received</i>	<i>Cost to City After Reimbursement</i>
02/26/2023 to completion	\$376,467.67	93.75%	\$352,938.44	\$23,529.23

Table 1 above represents all known eligible expenses incurred for emergency bypass pumping starting on 2/26/2023 to the completion of the disaster. After reimbursement, the cost borne by the City’s Sewer Fund for this project was \$23,529.23. This Category B project is the second FEMA project that has been reimbursed to the City in regards to FEMA-4683-DR-CA. Several additional

projects are in various stages of review at either the state or federal level. Upon receipt of future payments, staff will bring additional reports to Council for consideration of acceptance.

**FINANCIAL IMPACT:**

Two reimbursement checks have been received for this project, one for the federal share and one for the state share. The funds have been credited to the original expensing org from which the invoices were paid. Table 2 provides a summary by expensing org of the reimbursement credits.

<b>Table 2. Summary of Reimbursement Credits by Expensing Org</b>		
<i>Expensing Org Number</i>	<i>Expensing Org Description</i>	<i>Amount</i>
20403420	Sewer Capital Outlay	352,938.44
	<b>Total</b>	<b>\$352,938.44</b>

**ALTERNATIVES:**

At this time, reimbursement has been sought for all known eligible expenses and monies have been credited to the original source of payment. To comply with federal auditing standards regarding these funds, staff does not propose an alternative credit methodology.

**ATTACHMENTS:**

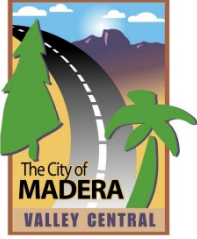
1. Table of submitted projects and funds received

**Attachment 1**

**Federal Emergency Management Agency Event 4683DR-CA: California Severe Winter Storms, Flooding, Landslides, and Mudslides**

**City of Madera Submitted Projects and Funds Received**

Category	Project	Status	Submitted Cost to FEMA	Federal Cost Share	Federal Funds Received	State Cost Share	State Funds Received	City Cost Share	Balance Borne by City
A - Debris Removal	Various Debris Cleanup - Citywide	Obligated/Paid	31,639.79	100%	31,639.79	N/A	N/A	N/A	N/A
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (days 1-60)	Submitted; pending FEMA Review	1,034,043.00						
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (61 days plus)	Obligated/Paid	376,467.67	75%	282,350.75	18.75%	70,587.69	6.25%	23,529.23
C - Roads and Bridges	Lewis St / Monterey St - Storm Drain and Sidewalk & T&C Park - Asphalt, Curb and Gutter	Submitted; pending FEMA Review	51,172.27						
C - Roads and Bridges	NW Corner D St / Green Way (Sherwood Pond) - Asphalt and Storm Drain	Submitted; pending FEMA Review	17,742.58						
C - Roads and Bridges	Knox St / Neplus Way - Asphalt	Submitted; pending FEMA Review	20,481.61						
F - Utilities	WWTP - Repair/Replace Influent Pumps 1, 2, & 3 and Grit Pump 1	Submitted; pending FEMA Review	192,845.01						
F - Utilities	Avenue 13 Sewer Trunk Line - Permanent Work	Submitted; pending FEMA Review	1,335,862.79						
<b>Totals</b>			<b>3,060,254.72</b>		<b>313,990.54</b>		<b>70,587.69</b>		<b>23,529.23</b>

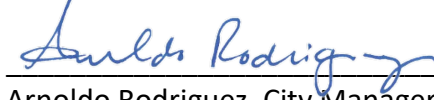


## REPORT TO CITY COUNCIL

**Approved by:**

 for

Joseph Hebert, Parks & Community Services Director



Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:**     B-4    

**SUBJECT:**

Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park

**RECOMMENDATION:**

Adopt a Resolution Amending the City's Fiscal Year 2024/25 Budget Approving Related Revenue and Expenditure Line Items Related to the Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park at \$1,319,280

**SUMMARY:**

The State of California Department of Parks & Recreation, Office of Grants and Local Services (OGALS) has confirmed that the City has been selected for an award under Round 6 of the Outdoor Recreation Legacy Partnership (ORLP) program. This grant is offered through a 50 percent match program, providing the City with \$659,640 toward the total project cost of \$1,319,280. The City will be responsible for contributing the remaining 50 percent.

To ensure that staff can proceed promptly with the project, a budget amendment for the total project cost is recommended, as this amount was not included in the City's Fiscal Year 2024/25 Adopted Budget.

**DISCUSSION:**

The ORLP program was established in 2014 and is funded through the Land and Water Conservation Fund. ORLP is a nationally competitive program targeting grant assistance to help economically disadvantaged urban communities with no, or almost no, access to publicly available, close-by, outdoor recreation. Funds can be used for the acquisition and/or development of, or to substantially renovate obsolete, public parks and other outdoor recreation spaces. The ORLP program does a 50 percent match requirement.

The City successfully submitted an application under Round 6B of the OLRP program on December 15, 2022. The Council was presented with an informational report on October 19, 2022, regarding the funding opportunity and staff's intention to apply.

The application was for the new park to be located in the new Iveywood I Subdivision off Tozer/Road 28 and Sunrise Avenue. The park was set to be exclusively paid for by Development Impact Fees (DIF) funds, with an estimated cost of \$790,352.64, with basic park amenities and limited features. If awarded, the funding would alleviate the DIF funds the City would be committed to pay, as OLRP funding could help pay for 50 percent of the total project cost, as well as allow for additional amenities and features to be included in the park design being that the cost of the park would be offset by grant funding. After preliminary design concepts with the desired amenities and features and probable construction costs were accounted for, the new park development was estimated at \$1,319,280.

In the end, the grant application detailed the City would be responsible for the 50 percent match requirement of \$659,640 and the requested grant funding was \$659,640 for the total project cost of \$1,319,280.

It is worthwhile to note that the grant application included two very competitive layers. First, OGALS competitively reviewed applications submitted statewide. Second, OGALS forwarded selected applications to the National Park Service (NPS) to compete in the nationwide competition. Ultimately, the Tozer Park project application was 1 of 14 projects across 11 states selected for funding. The application was 1 out of 3 in California to be selected.

Key features of Tozer Park will include:

- Basketball half-court
- Youth soccer field
- Pickleball courts (a distinctive feature, as there are currently no other pickleball courts in City parks)
- Parcourse exercise equipment and trail
- Tot lot
- Designated picnic area

The park's diverse features will cater to a wide range of recreational needs and significantly benefit the community by providing much-needed outdoor opportunities.

The Tozer Park project will adhere to the Land and Water Conservation Fund (LWCF) program standards, as well as the requirements outlined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Compliance with these standards is required to ensure that project expenses are eligible for reimbursement.

**FINANCIAL IMPACT:**

The OLRP program is a reimbursement-based grant. This means the City will be responsible upfront for all expenses dealing with the development of the park and be eligible for reimbursement up to 50 percent of the total project cost. As previously mentioned, the park is estimated to cost \$1,319,280, with the OLRP grant award set at \$659,640 towards the project.

Staff is requesting a budget adjustment to account for the project cost, as at the time of the budget development and approval of the budget, the City had not received confirmation of the award.

The requested budget amendment would be reflected in a new Org Unit within the Parks Grants Fund (41096132), which will be used to account for the revenue and expenses associated with the OLRP grant award. The budget amendment will be funded with \$659,640 of grant proceeds and \$659,640 of Development Impact Fee funds, which will be transferred into the Parks Grants Fund.

**ALTERNATIVES:**

In considering the Council's options, these alternatives are identified for consideration:

1. The Council may request that staff bring additional information to a subsequent meeting. This option allows the Council to seek further clarification on the matter, should clarification be requested on a particular part of the request or in general.
2. The Council may reject the approval of the budget amendment, resulting in the City's inability to properly budget for the anticipated expenses for Tozer Park. This may result in staff's inability to comply with grant requirements and administration of the grant.

**ATTACHMENTS:**

1. Resolution Amending the City's Fiscal Year 2024/25 Budget Approving Related Revenue and Expenditure Line Items Related to the Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park at \$1,319,280
  - a. Exhibit A – Budget Amendment

**ATTACHMENT 1**

Resolution Amending the City's Fiscal Year 2024/25 Budget Approving Related Revenue and Expenditure Line Items Related to the Outdoor Recreation Legacy Partnership Program Grant Award for Tozer Park at \$1,319,280

Exhibit A – Budget Amendment

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2024/25 BUDGET  
APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATED  
TO THE OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM GRANT  
AWARD FOR TOZER PARK AT \$1,319,280**

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

**WHEREAS**, the Parks & Community Services Department is requesting to amend the Fiscal Year 2024/25 Budget to approve an expenditure of \$1,319,280 towards Tozer Park; and

**WHEREAS**, the request comes after the City was notified it would be awarded the Outdoor Recreation Legacy Partnership (ORLP) funding for \$659,640; and

**WHEREAS**, since the ORLP grant requires a 50% match, the City has committed the remaining balance of \$659,640 towards the project development; and

**WHEREAS**, the project cost of Tozer Park was not accounted for in the 2024/25 Adopted Fiscal Year budget as the City had not been notified of the award until after adoption; and

**WHEREAS**, the budget amendment would be funded by Parks Development Impact Fund fees; and

**WHEREAS**, staff finds the budget amendment is in the best interest of the City and the residents of Madera, as it allows compliance with ORLP grant requirements.

**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 and are incorporated herein.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. The 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 the budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

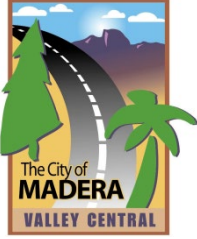
Exhibit A – Budget Amendment

**EXHIBIT A  
CITY OF MADERA**

**Budget Appropriations: Res. 24-**

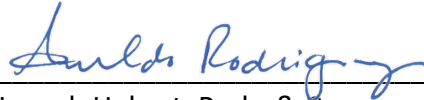
**Budget Adjustments for Fiscal Year 2024/25**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<b>Parks Grants Fund - ORLP Grant</b>	41096132	7030	Facilities and Improvements	1,319,280	\$ -
<b>Parks Grants Fund - ORLP Grant</b>	41096132	4434	Grants		659,640
<b>Parks Grants Fund - ORLP Grant</b>	41096132	4355	Transfer-In		659,640
<b>Parks DIF Fund</b>	40880000	8200	Transfer-Out	659,640	
<b>Parks DIF Fund</b>	40880000	4900	Budgetary Carryover		659,640
				<b>\$ 1,978,920</b>	<b>\$ 1,978,920</b>

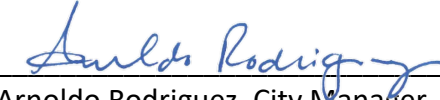


## REPORT TO CITY COUNCIL

**Approved by:**



Joseph Hebert, Parks & Community Services Director



Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** B-5

**SUBJECT:**

Matilda Torres High School Fee Waiver Request

**RECOMMENDATION:**

Adopt a Resolution waiving the rental fees of the John Wells Youth Center dance studio on 15 dates in October 2024 through January 2025, related to the Matilda Torres High School Competition Dance/Pom Team in preparation for regional and national competitions, at an anticipated fee rental of \$1,025

**SUMMARY:**

The City received an inquiry from the Matilda Torres High School (MTHS) Competition Dance/Pom Team requesting waiving rental fees for using the John Wells Youth Center dance studio during set dates from October 2024 through January 2025, as they prepare for upcoming regional and national competitions.

**DISCUSSION:**

For context, the request comes specifically from the MTHS Competition Dance/Pom Team Program Director & Head Coach, Charena Mass.

The request is for the utilization of the dance room located within the John Wells Youth Center on 15 dates from October 2024 through January 2025. The MTHS Dance/Pom Team is looking for an appropriate space for them to rehearse their routines and refine their skills.

Specifically, the request is for the utilization of the dance room in the evening from 5:00 pm – 7:00 pm. Since there is ongoing programming that occurs at the John Wells Youth Center during the specific time requested, staff has coordinated the dates to cause the least impact to already

scheduled programming. Moreover, given that there will be staff present at the facility, the City will not incur any costs for items such as opening or closing the facility. Moreover, the MTHS Team has noted that they will clean after each use.

All in all, the request includes a total of 15 dates, at 2 hours for each rental. A total of 30 hours, on the date listed below.

October 7, 2024	November 18, 2024	December 23, 2024
October 14, 2024	November 25, 2024	December 30, 2024
October 21, 2024	December 2, 2024	January 6, 2025
October 28, 2024	December 9, 2024	January 13, 2025
November 4, 2024	December 16, 2024	January 28, 2025

**FINANCIAL IMPACT:**

The applicable costs associated with the rental of the dance studio located at the John Wells Youth Center 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.

<b>Table 1: Estimated Financial Impact</b>	
Administrative Fee	\$25
Deposit	\$100
Rental at 15 days (\$30/day) x 30 hours	\$900
<b>Total</b>	<b>\$1,025</b>

The total applicable cost for the rental of the dance studio, for 15 days, at 2 hours each day, for a total of 30 hours would be \$1,025.

**ALTERNATIVES:**

The Council may elect to reject the fee waiver and require MTHS Competition Dance/Pom Team to remit any associated fees if they wish to rent the John Wells Youth Center dance studio for 15 dates from October 2024 through January 2025.

**ATTACHMENTS:**

1. Resolution – Waiving the rental fees of the John Wells Youth Center dance studio on 15 dates in October 2024 through January 2025, related to the Matilda Torres High School Competition Dance/Pom Team in preparation for regional and national competitions, at an anticipated fee rental of \$1,025
  - a. Exhibit A – Dates & Times of Rentals
2. Request Letter Authored by Charena Mass, Program Director/Head Coach

**ATTACHMENT 1**

Resolution – Waiving the rental fees of the John Wells Youth Center dance studio on 15 dates in October 2024 through January 2025, related to the Matilda Torres High School Competition Dance/Pom Team in preparation for regional and national competitions, at an anticipated fee rental of \$1,025

Exhibit A: Dates & Times of Rentals

**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 DANCE STUDIO ON 15 DATES IN OCTOBER 2024 THROUGH  
JANUARY 2025, RELATED TO THE MATILDA TORRES HIGH SCHOOL  
COMPETITION DANCE/POM TEAM, AT AN ANTICIPATED FEE RENTAL OF  
\$1,025**

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

**WHEREAS**, there are 15 dates being requested from October 2024 through January 2025; and

**WHEREAS**, the request comes from Matilda Torres High School Competition Dance/Pom Team (Team); and

**WHEREAS**, the Team is looking for adequate space to prepare for upcoming regional and national competitions; 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 \$1,025; and

**WHEREAS**, the Team 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 Matilda Torres High School Competition Dance/Pom Team promotes student-athletes and community pride by preparing students for regional and national competitions.
3. The City Council does hereby waive the City fees for Rental Fees of the John Wells Youth Center dance studio on the dates and times identified in Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **Exhibit A – Dates & Times of Rentals**

The request to rent the John Wells Youth Center dance studio by the Matilda Torres High School Competition Dance/Pom Team includes 15 dates from October 2024 to January 2025. Each date would be a rental of 2 hours from 5:00 pm to 7:00 pm.

1. October 7, 2024
2. October 14, 2024
3. October 21, 2024
4. October 28, 2024
5. November 4, 2024
6. November 18, 2024
7. November 25, 2024
8. December 2, 2024
9. December 9, 2024
10. December 16, 2024
11. December 23, 2024
12. December 30, 2024
13. January 6, 2025
14. January 13, 2025
15. January 28, 2025

**ATTACHMENT 2**

Request Letter Authored by Charena Mass, Program Director/Head Coach

# TORRES

H I G H S C H O O L

Charena Mass  
Director Head Coach,  
Torres High School Competition Dance/Pom Team

9/22/2024

City of Madera Parks and Recreation  
Madera, CA 93638

To whom it may concern],

I am writing on behalf of the Torres High School Competition Dance/Pom Team to request the use of the dance room at the City of Madera facilities from October through January. Our team is actively preparing for upcoming regional and national competitions, and access to a well-equipped space is essential for our athletes to train effectively.

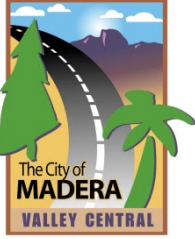
The Torres High School Competition Dance/Pom Team has a proven track record of success, consistently representing our community with pride and excellence. To maintain our competitive edge, we are seeking a space that provides the appropriate environment for rehearsing our routines and refining our skills.

We would greatly appreciate the opportunity to use the dance room during these months to ensure that our athletes are fully prepared for the challenges ahead. Our proposed schedule can be flexible to accommodate the availability of the facility, and we are committed to following all rules and guidelines set by the City of Madera.

Thank you for considering our request. We look forward to working together to support our local athletes.

Sincerely,  
Charena Mass  
Program Director/Head Coach,  
Torres High School Competition Dance/Pom Team  
Charenamass@maderausd.org

-



## REPORT TO CITY COUNCIL

**Approved by:**

*Giachino Chiaramonte*  
Giachino Chiaramonte, Chief of Police

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** B-6

**SUBJECT:**

Motorola Solutions Support and Maintenance Service Agreements

**RECOMMENDATION:**

Adopt Resolutions:

1. Approving Service Agreement, Cybersecurity Online Terms Acknowledgement, and Cyber Subscription Renewals and Integrations Addendum With Motorola Solutions, Inc. for support and maintenance of the Police Department's Verint Dispatch call logging system in the amount of \$9,399.78 with a 10 percent contingency for applicable taxes
2. Approving Motorola Master Customer Agreement, Cybersecurity Online Terms Acknowledgement, Cyber Subscription Renewals and Integrations Addendum, Mobile Video Addendum, and Subscription Software Addendum for the upgrade, support, and maintenance of Motorola Solutions, Inc. Redactive software in the amount of \$2,700

**SUMMARY:**

The Police Department (MPD) utilizes Verint systems to capture and store dispatch center communications received via the 911 and non-emergency lines, and dispatch to officer radio transmissions. To continue such services, the City must enter into a service agreement in the amount of \$9,399.78 with Motorola Solutions, Inc. (Motorola), the parent company of Verint.

In addition, the MPD has utilized redaction services of body-worn camera footage through Motorola's Redactive software. The software is used to meet the requirements set forth in the California Public Records Act. The current version of the redaction software is no longer supported and was last upgraded in 2021. The Redactive Service Agreement would be valid for three years for a total cost of \$2,700.

**DISCUSSION:**

### *Verint*

On June 1, 2023, the City entered into a service agreement with Motorola for the support and maintenance of the Department’s dispatch communication call logging system. This system captures and stores all communication between dispatchers and individuals calling into the Department’s communication center. In addition, Verint captures and stores all radio transmissions between dispatchers and officers.

The service agreement is valid for one year from June 1, 2024, to May 31, 2025. It is important to note there is a lapse in time between the current agreement that sunset May 31, 2024, and the adoption of a new agreement due to administrative processes. Per the City’s purchasing policy, the City Manager is authorized to approve contracts and agreements with a dollar value less than \$60k. The previous agreement was entered into by following this factor of the City’s purchasing policy. However, the City recently entered into an agreement with Motorola for the upgrade, implementation, service, and maintenance of the MPD’s communication infrastructure for approximately \$100k. With an existing agreement with Motorola above the \$60k threshold, Council must approve all subsequent agreements with Motorola.

### *Redactive Software*

The MPD’s records division regularly receives records requests specific to body worn camera footage. The MPD must adhere to the standards set forth in the California Public Records Act and provide the footage within the limitations of the law. To meet these standards, MPD utilizes software provided by Motorola to redact sensitive information from body worn camera footage. A few examples of sensitive information include addresses, date of birth, and phone numbers.

Motorola no longer services the MPD’s current version of the Redactive software. The last upgrade provided to the City was in 2021. To provide staff with the best technology and tools to adhere to California law, staff recommend entering into a service agreement for the upgrade, support, and maintenance of Motorola’s Redactive software. The service agreement would be valid for three years effective September 10, 2024, for a total cost of \$2,700.

### **FINANCIAL IMPACT:**

There are two separate service agreements with different costs associated with the specific services. Table 1 provides a breakdown of these costs.

<b>Table 1: Breakdown of Motorola Service Agreements</b>	
Verint (subject to taxes)	\$9,399.78
Redactive Software	\$2,700.00
<b>Total this fiscal year</b>	<b>\$12,099.78</b>

Verint systems includes potential equipment replacements that are subject to state and local taxes. Staff recommends incorporating a 10 percent contingency to the Verint systems service agreement to cover applicable taxes. The contingency value is not reflected in the table above.

Verint systems is a recurring annual cost and was therefore contemplated in this year's budget. However, the cost of the service increased from prior years due to a change in contract administration. Previously, Motorola allowed third-party affiliates to provide this service at a discounted rate. Motorola is no longer allowing third-party affiliates to execute these agreements which caused the City to under budget this item by \$4,508.67. The increase will be covered by the Department's Supplemental Law Enforcement Fund.

Staff could not have anticipated the version of the MPD's Redactive software becoming obsolete and consequently did not include it in this year's budget. The cost of the service will be covered by the Department's Supplemental Law Enforcement Fund. With a service agreement in place, staff will be able to properly allocate funds for the service in future budget cycles.

#### **ALTERNATIVES:**

The Council may refuse to enter into a service agreement with Motorola for Verint systems. Unfortunately, without the service agreement, the City would be in violation of California law pertaining to retention requirements of communication center data.

In addition, the Council may refuse to enter into a service agreement with Motorola for Redactive software. Similarly, the City would be in violation of California law without the ability to provide body worn camera footage under the California Public Records Act.

Alternatively, the Council can direct staff to seek alternative means of data storage and redaction. Furthermore, Council may request staff return with additional information regarding service coverage or any other components of the agreements.

#### **ATTACHMENTS:**

1. Resolution – Approving Verint Support and Maintenance Service Agreement
  - a. Exhibit A: Service Agreement
    - i. Cybersecurity Online Terms Acknowledgement
  - b. Exhibit B: Cybersecurity Subscription Renewals and Integrations Addendum
2. Resolution – Approving Redactive Software Upgrade, Support, and Maintenance Service Agreement
  - a. Exhibit C: Master Customer Agreement
  - b. Exhibit D: Service Agreement
    - i. Cybersecurity Online Terms Acknowledgement
  - c. Exhibit E: Cyber Subscription Renewals and Integrations Addendum
  - d. Exhibit F: Mobile Video Addendum
  - e. Exhibit G: Subscription Software Addendum

**RESOLUTION NO. 24-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING SERVICE AGREEMENT, CYBERSECURITY ONLINE TERMS  
ACKNOWLEDGEMENT, AND CYBER SUBSCRIPTION RENEWALS AND  
INTEGRATIONS ADDENDUM WITH MOTOROLA SOLUTIONS, INC. FOR  
SUPPORT AND MAINTENANCE OF THE POLICE DEPARTMENT'S VERINT  
DISPATCH CALL LOGGING SYSTEM IN THE AMOUNT OF \$9,399.78 WITH A  
10 PERCENT CONTINGENCY FOR APPLICABLE TAXES**

**WHEREAS**, the Police Department operates critical emergency communication equipment for the health and safety of the community; and

**WHEREAS**, California law requires communication center data to be captured and stored in a secure environment; and

**WHEREAS**, the City must enter an agreement with Motorola for maintenance and service of Verint call logging system in the amount of \$9,399.78 with a 10 percent contingency for applicable taxes; and

**WHEREAS**, the City Manager is authorized to sign the agreement this year and for three additional years, not to exceed a \$25,000 increase over the three years.

**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 Motorola service provider agreement, inclusive of the Cybersecurity Online Terms Acknowledgement, in the amount of \$9,399.78 with a 10 percent contingency for applicable taxes, attached as Exhibit A and incorporated herein, is approved.
3. The Motorola Cyber Subscription Renewals and Integrations Addendum, a copy of which is attached hereto as Exhibit B and incorporated herein, is approved.
4. The City Manager is authorized to execute the agreement this year and for three additional years, not to exceed a \$25,000 increase over three years, and with the approval of the City Attorney.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# EXHIBIT A



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2676166  
Contract Number: USC000799655  
Contract Modifier: R01-JUN-24

Date:06/11/2024

Company Name: MADERA POLICE DEPT, CITY OF
Attn:
Billing Address: 330 S C ST
City, State, Zip: MADERA , CA, 93638
Customer Contact: Ari Adams
Phone: 559-675-4200

Required P.O. :

PO # :

Customer # :1000419847

Bill to Tag # :

Contract Start Date :01-Jun-2024

Contract End Date :31-May-2025

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0446A	VERINT SUPPORT & MAINTENANCE	\$9,399.78
		Subtotal - Recurring Services	\$783.32
		Subtotal - One-Time Event Services	\$0.00
		Total	\$9,399.78
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

Verint Support 2024-2025

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER (PRINT NAME)

*Laura O'Brien*

\_\_\_\_\_  
CSM

\_\_\_\_\_  
8/6/24

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2676166  
Contract Number: USC000799655  
Contract Modifier: R01-JUN-24

Laura O'Brien

224-775-8254

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MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : MADERA POLICE DEPT, CITY OF  
Contract Number : USC000799655  
Contract Modifier : R01-JUN-24  
Contract Start Date : 01-Jun-2024  
Contract End Date : 31-May-2025



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2676166  
Contract Number: USC000799655  
Contract Modifier:

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2676166  
Contract Number: USC000799655  
Contract Modifier:

## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices for valid charges as defined in this service agreement or ordering document as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2676166  
Contract Number: USC000799655  
Contract Modifier:

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Madera, State of California, or any other appropriate court in such county, and Motorola covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Fresno, State of California.



## SERVICE AGREEMENT

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- 17.4 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.5 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.6 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.7 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.8 THIS AGREEMENT MAY BE RENEWED ON ITS ANNIVERSARY DATE UPON APPROVAL BY THE CITY COUNCIL. RENEWAL WILL BE REVIEWED AND APPROVED ON A YEAR-TO-YEAR BASIS. At the anniversary date, Motorola may adjust the price of the Services and provide written notice no less s i x t y ( 6 0 ) days prior to said price increase.
- 17.9 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.10 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



# SERVICE AGREEMENT

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## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

# EXHIBIT B

# Cyber Subscription Renewals and Integrations Addendum

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

## Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services, (ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

## Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with

or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 “Motorola Data” means data owned or licensed by Motorola.

2.5 “Process” or “Processing” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 “Service Use Data” means data generated by Customer’s use of the Services or by Motorola’s support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

### **Section 3. LICENSE, DATA AND SERVICE CONDITIONS**

#### **3.1 Delivery of Cyber Services**

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”) or ordering document. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer's receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola ("Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, "Motorola Materials"). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer's internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services ("Customer-Provided Equipment"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

### 3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of

certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell,

distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

## **Section 4. WARRANTY**

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2 Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the

extent permitted by law, Motorola will pass through express warranties provided by such third parties.

## **Section 5. LIMITATION OF LIABILITY**

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B)

CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING MOTOROLA MASTER CUSTOMER AGREEMENT,  
CYBERSECURITY ONLINE TERMS ACKNOWLEDGEMENT, CYBER  
SUBSCRIPTION RENEWALS AND INTEGRATIONS ADDENDUM, MOBLIE  
VIDEO ADDENDUM, AND SUBSCRIPTION SOFTWARE ADDENDUM FOR  
THE UPRAGDE, SUPPORT, AND MAINTENANCE OF MOTOROLA  
SOLUTIONS, INC. REDACTIVE SOFTWARE IN THE AMOUNT OF \$2,700**

**WHEREAS**, Motorola Solutions, Inc. (Motorola) captures and stores the Police Department's body-worn camera footage through a secure software; and

**WHEREAS**, the City is required to adhere to the California Public Records Request Act;  
and

**WHEREAS**, the City utilizes Motorola Redactive Software to redact sensitive information when fulfilling public records requests; and

**WHEREAS**, the City must enter an agreement with Motorola for the upgrade, support, and maintenance of Motorola Redactive software in the amount of \$2,700; and

**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 Motorola Master Customer Agreement in the amount of \$2,700 for applicable taxes, attached as Exhibit C and incorporated herein, is approved.
3. The Motorola Cybersecurity Online Terms Acknowledgement, a copy of which is attached hereto as Exhibit D and incorporated herein, is approved.
4. The Motorola Cyber Subscription Renewals and Integrations Addendum, a copy of which is attached hereto as Exhibit E and incorporated herein, is approved.
5. The Motorola Mobile Video Addendum, a copy of which is attached hereto as Exhibit F and incorporated herein, is approved.
6. The Motorola Subscription Software Addendum, a copy of which is attached hereto as Exhibit G and incorporated herein, is approved.
7. The City Manager is authorized to execute the agreement.
8. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# EXHIBIT C

## Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Effective Date**”).

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda, also available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms) (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, order forms, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Modifications.** Motorola may modify this Agreement (including the Addenda) at any time after providing notice thereof to Customer on [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms). Modifications are effective as of the date of publication, and if Customer does not agree to any such modifications, Customer must cease using the Products and Services.

**1.3. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other

defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products originally purchased by Customer.

**2.2. Services.**

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

**2.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

**2.4. Customer Obligations.** Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management

approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

**2.5. Documentation.** Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

**2.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

**2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its

Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

**3.4. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document or otherwise provided by Motorola, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active

Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

**5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 –**

**Sites; Customer-Provided Equipment; Non-Motorola Content.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola’s systems, or any third party (including other

Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

**5.6. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.

**7. Indemnification.**

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“**Claim**”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment,

Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN

IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

**9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence

of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below

and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

**10.4. Processing Customer Data.**

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and

improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

**11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to

Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms) and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

# EXHIBIT D



# SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC001047001  
Contract Modifier:

Date: 23-SEP-2024

Company Name: Madera Police Dept, City Of  
Attn.:  
Billing Address: 14143 Rd 28  
City, State, Zip Code: Madera, CA 93638  
Customer Contact: Ari Adams  
Phone: +15596754200

P.O.#: Ari Adams  
Customer #: 1000419847  
Bill to Tag#: 0015  
Contract Start Date: 10-SEP-2024  
Contract End Date: 10-SEP-2027  
Payment Cycle: IMMEDIATE  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	WGW00159-001	***** Recurring Services ***** 3 YEARS REDACTIVE SOFTWARE SUPPORT AND MAINTENANCE	\$75.00	\$2,700.00
			Sub Total	\$75.00
			Taxes	\$0.00
			Grand Total	\$2,700.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

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If applicable, I have received Statement of Work(s) that describe the services provided on this Agreement. Motorola Online Terms Acknowledgement is attached hereto and the Motorola's Service Terms and Conditions are incorporated herein by reference.

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AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)

*Doug Armstrong*

SOLUTIONS ADVISOR

9/21/24

---

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

DOUGLAS ARMSTRONG

+1 (469) 342-8968

---

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Madera Police Dept, City Of  
Contract Number : USC001047001  
Contract Modifier :  
Contract Start Date : 10-SEP-2024  
Contract End Date : 10-SEP-2027

## Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Motorola Solutions, Inc. (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

- 1. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the Master Customer Agreement (“**MCA**”) and applicable Addenda available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MCA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties’ Agreement (as defined in the MCA). By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.
- 2. Entire Agreement.** This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties’ Agreement. This Acknowledgement, the MCA and applicable Addenda available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 3. Disputes; Governing Law. Sections 12 – Disputes** of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.
- 4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola: Motorola Solutions, Inc.**

By: Doug Armstrong

Name: DOUG ARMSTRONG

Title: SOLUTIONS ADVISOR

Date: 9/16/24

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

# EXHIBIT E

# Cyber Subscription Renewals and Integrations Addendum

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

## Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services, (ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

## Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with

or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 “Motorola Data” means data owned or licensed by Motorola.

2.5 “Process” or “Processing” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 “Service Use Data” means data generated by Customer’s use of the Services or by Motorola’s support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

### **Section 3. LICENSE, DATA AND SERVICE CONDITIONS**

#### **3.1 Delivery of Cyber Services**

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”) or ordering document. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer's receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola ("Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, "Motorola Materials"). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer's internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services ("Customer-Provided Equipment"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

### 3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of

certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell,

distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

## **Section 4. WARRANTY**

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2 Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the

extent permitted by law, Motorola will pass through express warranties provided by such third parties.

## **Section 5. LIMITATION OF LIABILITY**

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B)

CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

# EXHIBIT F

# Mobile Video Addendum

This Mobile Video Addendum (this “**MVA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and Customer (as defined in the MCA), and will be subject to, and governed by, the terms of the Master Customer Agreement, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms) (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

If you are purchasing Maintenance or Support services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Maintenance or Support services from Motorola.

**1. Addendum.** This MVA, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

## **2. Evidence Management Systems; Applicable Terms and Conditions.**

**2.1. On-Premise Evidence Management.** If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

**2.2. Cloud Hosted Evidence Management.** If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System**"), including, but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

**2.3. Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Documents.

**3. Payment.** Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Documents or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

**4. On-Premises Evidence Management System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

**5. Additional Software and Video Terms.**

**5.1. Unlimited Storage.** Storage shall be specifically described in the Ordering Documents. In the event Customer purchases a Cloud Hosted Evidence Management System with “Unlimited Storage, as specified in the Ordering Documents, then “Unlimited Storage” means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request..

**5.2. Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at: [www.motorolasolutions.com/legal-flow-downs](http://www.motorolasolutions.com/legal-flow-downs). Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

**5.3. WatchGuard Detector Mobile.** Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

**5.4. Vigilant Access.** Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network (“**Vigilant VehicleManager**”), which is subject to the terms and conditions of the SSA and the Vigilant Addendum.. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola’s standard Data License Addendum.

**5.5. License Plate Recognition Data.** License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or

officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

**5.6. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“**API**”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

**5.7. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

**5.8. CJIS Security Policy.** Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Documents for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**6. VaaS Program Terms.** All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

**6.1. Technology Refresh.** Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”), may be eligible for a technology refresh at no additional cost to the Customer following the date of delivery of the initial Body Cameras and associated batteries as provided under the VaaS program and described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Cameras are eligible for replacement, under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The

corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (as identified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

**6.2. No-Fault Warranty.** If specified in the Ordering Documents, and subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

**6.3. Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

**6.4. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

**6.5. Included Subscription Software.**

**6.5.1. VideoManager EL.** Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s

subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera,, in-car system or integrated system purchased, in those cases, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.5.4 VideoManager EX: Subject to Section 6.7.1 – VaaS Term, , if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.If the Customer requires additional licenses to VideoManager EX, they must be purchased for an additional fee.

**6.6. VaaS Program Payment**. Unless otherwise provided in an Ordering Documents (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Documents. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

## **6.7. VaaS Program Term and Termination**.

6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the

final Commitment Term hereunder (“the “**VaaS Term**”). Following the end of any Commitment Term, Customer’s access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer’s access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer’s participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer’s VaaS Program terminates on December 31 of Year 3, Customer will be required to repay:  $\$1,000 \times (24/60) + \$1,000 \times (36/60)$ , which is equal to \$1,000 in the aggregate.

**7. System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon Customer’s (or the applicable Authorized User’s) Beneficial Use of the applicable Mobile Video System (the “**System Completion Date**”). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, “**Beneficial Use**” means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Documents. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered

upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

**8. Additional Cloud Terms.** The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

**8.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

**8.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

**8.3. Availability.** Unless otherwise specified in the Ordering Documents, Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

**8.4. Maintenance.** Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

**9. Survival.** The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – VideoManager EL Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

# EXHIBIT G

## Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**Effective Date**”) (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Subscription Software on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

**1. Addendum.** This SSA, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

### **2. Delivery of Subscription Software.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

**2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

**2.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized

Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

**2.4. Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Software License and Restrictions.**

**3.1. Subscription Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

**3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer’s subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month

periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Software.** In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

## **5. Payment.**

**5.1. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

**5.2. License True-Up.** Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

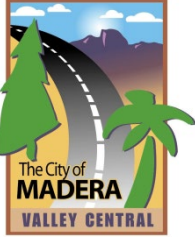
**6. Liability.**

**6.1. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**6.2. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**8. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**



## REPORT TO CITY COUNCIL

**Approved by:**

*Giachino Chiaramonte*  
Giachino Chiaramonte, Chief of Police

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** B-7

**SUBJECT:**

Request to Waive City Fees Relating to the Downtown Christmas Parade

**RECOMMENDATION:**

Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Services Relating to the Downtown Christmas Parade in the Amount of \$2,956

**SUMMARY:**

The Madera Downtown Association (MDA) and Madera Evening Lions (Lions Club) will be sponsoring the annual Downtown Christmas Parade on Thursday, December 5, 2024. Historically, the City Council (Council) has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

**DISCUSSION:**

The MDA and Lions Club have formally requested the City waive all fees associated with Police, Public Works, Parks & Community Services, and Engineering services relating to the parade. Services include:

- Monitoring alternative traffic patterns to ensure safety
- Crowd control
- Returning the event area to appropriate standards of cleanliness
- Obtaining a special event permit

Each Department is equipped with personnel prepared to provide these services at the direction of Council.

The MDA and Lions Club will be required to obtain the required encroachment permits for the use of City streets as part of the parade route. As is City policy, insurance binders (Special Events

Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided.

The City anticipates participating in this year's parade with several floats. The City covers the cost of entry fees at the standard rates for participating floats, which are not contemplated in the figures noted below.

**FINANCIAL IMPACT:**

The cost of providing City personnel is projected per the following:

- Police Department: traffic and crowd control is estimated at \$1,378 to cover overtime for five officers
- Public Works: \$657
- Parks: \$820
- Engineering: \$101

It is noted that these figures represent the utilization of Police personnel brought in on overtime. The total amount being petitioned for Council relief is \$2,956. Additionally, the \$101 Engineering fee represents the cost of a special event permit to be waived.

**ALTERNATIVES:**

Council may elect to deny the request to waive fees or may request additional information.

**ATTACHMENTS:**

1. Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Services relating to the Downtown Christmas Parade
2. Request Letter Authored by the Madera Downtown Association and Madera Evening Lions

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING  
THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, PARK AND  
ENGINEERING SERVICES RELATING TO THE DOWNTOWN CHRISTMAS  
PARADE FOR MADERA DOWNTOWN ASSOCIATION AND MADERA  
EVENING LIONS IN THE AMOUNT OF \$2,956**

**WHEREAS**, on October 2, 2024, the City Council of the City of Madera considered a request by Madera Downtown Association and Madera Evening Lions to waive the fees to cover costs for the Downtown Christmas Parade; and

**WHEREAS**, the Madera Downtown Association and Madera Evening Lions have planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

**WHEREAS**, the City fees for Police, Public Works, Park, and Engineering services are \$2,956; and

**WHEREAS**, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

**WHEREAS**, this request provides a public benefit to the community.

**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 public purpose by providing for free entertainment and an event accessible to all ages, allowing an opportunity for local groups and organizations to participate, and supports a local tradition that promotes a sense of community. As such, the waiver is in the best interest of the City and its residents.
3. The City Council does hereby waive the City fees requested by Madera Downtown Association and Madera Evening Lions in the amount of \$2,956 associated with the Downtown Christmas Parade.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



September 1, 2024

Madera Evening Lions  
1625 Howard Rd. 210  
Madera, CA. 93637

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

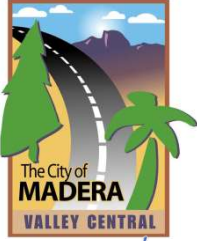
City Clerk

On behalf of the Madera Downtown Association, the Madera Evening Lions Club is requesting council approval on the waiving of costs associated with security and public works services in conjunction with the 2024 Downtown Madera Christmas Light Parade to be held on Thursday, December 5, 2024 .

Respectfully Submitted

A handwritten signature in black ink that reads 'Karla Gran'.

Karla Gran, Treasurer  
Madera Evening Lions  
559-706-0862  
maderaeveninglionsevents@gmail.com



## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: October 2, 2024

Agenda Number: B-8

### SUBJECT:

Amendment No. 4 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street, and Central Avenue Intersection

### RECOMMENDATION:

Adopt a Resolution Approving Contract Amendment No. 4 for Professional Engineering Services for \$45,738

### SUMMARY:

The Lake Street/4<sup>th</sup> Street/Central Avenue intersection is a 5-legged intersection with all-way stop control. In 2016, the City retained a consultant to help determine the most suitable form of traffic control for current and expected future traffic volumes with the expectation that the same consultant would then perform design and assist with project construction. Three alternatives, Roundabout, Traffic Signal, and No-Build were discussed at the Council meeting on February 19, 2020. During this meeting, Council directed staff to proceed with the design and construction of a traffic signal at this intersection rather than a roundabout. At the time, the City was unaware that the Yosemite Avenue project and its three roundabouts, was moving forward. On August 21, 2024, Council reconsidered the project and directed staff to reevaluate the roundabout alternative. This item is for approving an update to the 2019/2020 Intersection Control Evaluation (ICE) which is the first step to beginning design of the roundabout. If approved, this item would allow the City to continue the roundabout analysis.

### DISCUSSION:

In 2016, the City contracted with Omni-Means to study the intersection of Lake Street, 4th Street, and Central Avenue to determine the best alternative to accommodate current and future traffic flows. Being that this is a complicated intersection, the solution was not considered an obvious decision. GHD, Inc., which acquired Omni-Means in 2019, prepared an ICE Report that analyzed three alternatives for the intersection. The alternatives included:

- Maintaining all-way stop control
- Construct Traffic Signal
- Construct Roundabout

The agreement with GHD has had three amendments adopted prior to this latest amendment. Two on October 7, 2020 and one on February 21, 2024 for the following:

- Amendment 1: Pertaining to professional engineer services for the design of the traffic signal at Lake/4th/Central.
- Amendment 2: For environmental studies to be performed by the consultant.
- Amendment 3: Left Turn Study

A concern rose regarding the potential for the road diet portion of the Project to overwhelm the planned traffic signal at the intersection. The ICE study was based on traffic data from Madera County Transportation Commission and computer modelling. Traffic Volumes were forecasted to increase by approximately 150 percent increase of traffic volume over the next 20 years due to planned development within the City. It did not anticipate the road diet on Yosemite Avenue. Due to this, Council convened on August 21<sup>st</sup>, 2024, during which staff presented the benefits/costs of a traffic signal vs a roundabout. Council preferred the roundabout alternative after reviewing the information presented and directed staff to shift the design to the roundabout alternative. As a first step to design a roundabout, staff is recommending that Council approve an amendment to the agreement with GHD to update the ICE study completed in 2019/2020.

The amendment includes:

- Update to ICE study based on new traffic counts.
- Reevaluation of Right of Way impacts of a roundabout.
- Optimization of a Roundabout layout showing a more accurate geographic impact to the intersection and surrounding parcels.

Once the ICE study has been updated, staff will bring the item before Council once again to discuss the options and impacts of the Roundabout alternative. At that time staff will seek Council direction and/or approval of another amendment to the agreement with GHD to begin design of the roundabout.

#### **FINANCIAL IMPACT:**

Table 1 provides a summary of previously approved contracts, including this item.

<b>Table 1: Costs</b>		
	Task	\$
Original Contract	Roundabout or Traffic Signal Determination	\$72,000.00
Amendment 1	Plans, Specs, Estimate, Construction Support	\$81,940.00
Amendment 2	Environmental Studies	\$43,860.00
Amendment 3	Left Turn Study	\$23,388.75
Amendment 4 (this item)	Updating ICE	\$45,738.00
	Total	\$266,926.75

**ALTERNATIVES:**

Council could direct staff to provide additional information for its consideration. If Council chooses not to approve this item, staff would seek direction regarding moving forward with the traffic signal installation.

**ATTACHMENTS:**

1. Resolution – Approving Amendment 4 to the Agreement with GHD  
Exhibit A – ICE Update
2. Aerial map
3. Previous Amendments 1, 2, and 3

**Attachment 1**

Resolution

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH GHD, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE  
LAKE/4TH/CENTRAL INTERSECTION IMPROVEMENTS, CITY PROJECT NO.  
R-57**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, Omni-Means Ltd. was acquired by GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY requested changes to Consultant's scope of work to include additional traffic analyses; and

**WHEREAS**, Amendment No. 4 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**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. Amendment No. 4 to Agreement with GHD, Inc. for professional engineering services as described above and attached hereto is necessary for the carrying out of the project and is hereby approved.
3. This resolution is effective immediately.

\*\*\*\*\*

**AMENDMENT NO. 4 TO AGREEMENT WITH GHD, INC. FOR  
PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE  
STREET, 4<sup>TH</sup> STREET AND CENTRAL AVENUE INTERSECTION  
IMPROVEMENTS, CITY PROJECT NO. R-57**

This Amendment No. 4 to the Agreement for Engineering Services for the Lake Street, 4<sup>th</sup> Street and Central Avenue Intersection Project (hereinafter call “Agreement”), between the City of Madera, a municipal corporation of the State of California, hereinafter call “CITY” and GHD, Inc. hereinafter called “CONSULTANT” is entered into this 2<sup>nd</sup> day of October, 2024.

**RECITALS**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called “Project”; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, Omni-Means Ltd. was acquired by GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY requested changes to Consultant’s scope of work for a traffic study; and

**WHEREAS**, Amendment No. 4 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services for the Project dated December 21, 2016 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional services as set forth in EXHIBIT A, “Amendment 4: ICE Update”, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**SECTION 2.** Section 5 of the Agreement shall be amended by adding the following:

**5. COMPENSATION**

The basic fee based on the estimated hours of work listed in EXHIBIT A “Amendment 4: ICE Update”, attached hereto and incorporated herein by reference, for the work task itemized in the Scope of Services is \$45,738.

City and Consultant agree on the rates shown in EXHIBIT A and that the hourly rates shall be valid through June 31, 2025. It is understood and agreed by both parties that all expenses incidental to Consultant’s performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A “Amendment 4: ICE Update”.

**SECTION 3.** Section 7 of the Agreement shall be amended to read as follows:

**7. EXTRA SERVICES**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the EXHIBIT A “Left Turn Study Scope of Services and Fee”, provided, however, the City Engineer’s authority under this provision is limited to expenditures not to exceed the amount of four thousand five hundred dollars (\$4,500).

**SECTION 4.** Section 11 of the Agreement shall be amended to read as follows:

**11. TIME OF COMPLETION**

- A. Based on a agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A attached hereto and incorporated by reference.
- B. Consultant shall not be held responsible for delays caused by CITY review or by reasons beyond the CONSULTANT’S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.
- C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.
- D. CONSULTANT shall complete all services required under this Agreement, at the option of CITY, in accordance with Section 12.

**SECTION 5.** Except as set forth in this Amendment No. 4, all other terms and conditions in the Agreement and Amendments No. 1, 2, and 3 shall remain in full force and effect.

**SECTION 6.** This Amendment No. 4 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 3 to the Agreement on the date first written above.

**CITY OF MADERA**

**GHD, Inc.**

By: \_\_\_\_\_

Santos Garcia, Mayor

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Shannon L. Chaffin, City Attorney

\_\_\_\_\_

**ATTEST:**

Taxpayer ID Number

By: \_\_\_\_\_

Alicia Gonzales, City Clerk

EXHIBIT A

Amendment 4: ICE Update



GHD Project No.	11144963
Date	9/24/24

**AMENDMENT TO  
AGREEMENT BETWEEN CONSULTANT AND CLIENT**

Amendment No. 4 to Agreement dated 12/21/2016 between GHD Inc. (Consultant) and City of Madera (Client).

Project Number / Name: Agreement for Engineering Services for the Lake Street, 4<sup>th</sup> Street and Central Avenue Intersection Project.

Client hereby requests and authorizes Consultant to perform additional and/or revised services as set forth in this Amendment.

Scope of work and terms of compensation as set forth below.

**Additional Scope of Work**

The following is a description of the engineering services specific to the intersection analysis for which additional budget is requested.

***0501: Project Management and Meetings***

This task includes GHD's overall management of the tasks included within this Additional Scope of Services and coordination with the City. This task also includes bi-weekly meetings for the duration of the task per the assumed schedule below and two City Council meetings. If requested, additional duration or presentations with the City will be negotiated as an extra with additional fee.

***0502: N Lake Ave, E 4<sup>th</sup> Street and E Central Ave Intersection Control Evaluation (ICE) update***

In light of the recent City Council meeting, updated traffic counts and reconsideration of the roundabout alternative was requested from the original ICE that was completed in February 2019. Thus, we have been directed to re-evaluate the various traffic movements through the intersection and recommend the optimum intersection operations based on delays and compare the cost-benefits of the alternatives. Also, it has been requested to optimize the layout of the proposed roundabout to reduce right-of-way impacts and maintain access for Fire Trucks, City Buses and other local vehicle users. It is assumed that the draft memo will be reviewed once by the City and GHD will make minor revisions to finalize the memo. No Caltrans coordination is assumed to be part of this Intersection Control Evaluation update.

**Data Collection:**

GHD will utilize the information that will be obtained by the City.

**Data Analysis:**

*Existing Conditions*

The multimodal traffic volumes will be updated and analyzed in Synchro (Highway Capacity Manual 6th Edition) for the AM peak hour, PM peak hour, and Weekend Peak with the current volumes in the NB Left Turn movements. The results will include Level of Service (LOS) per movement and overall intersection LOS. The 95th percentile queue lengths will be also quantified for the turning movements via SimTraffic software.



GHD Project  
 No. 11144963  
 Date 9/24/24

*Existing Plus Project Conditions*

For the Existing Plus Project scenario, different phasing and timing will be modeled based on the vehicular, pedestrian, and bicycle needs. This analysis will include subsequent LOS per movement and overall intersection LOS with three alternatives: a single NB Left Turn movement, a double NB Left Turn movement and a roundabout configuration. This will also include 95th percentile queue lengths per SimTraffic.

**Schedule**

The assumed schedule for this task is below:

<b>Task</b>	<b>Date</b>
<i>NTP</i>	<i>10/29/24</i>
<i>Draft ICE Study Revisions</i>	<i>11/22/24</i>
<i>City Review of Draft ICE Study Revisions</i>	<i>12/6/24</i>
<i>Revised ICE Study</i>	<i>12/20/24</i>
<i>City Council Review of Revised ICE Study</i>	<i>1/14/25</i>
<i>Final ICE Study</i>	<i>1/31/25</i>

**Fee Estimate**

The fee requested for the additional services is \$45,738 as summarized by task below. Also refer to attached Exhibit A.

<b>Task Description</b>	<b>Task Fee</b>
<i>0501: Project Management and Meetings</i>	<i>\$ 10,492</i>
<i>0501: N Lake Ave, E 4th Street &amp; E Central Ave ICE Study</i>	<i>\$ 35,246</i>
<b>Total Estimated Fee:</b>	<b>\$ 45,738</b>

**Terms and conditions**

All terms and provisions specified in the original Agreement dated 12/21/2016 are in effect. No other agreements, guarantees, or warranties are in effect.

Please contact me if there are any questions regarding this requested amendment.

Sincerely,

GHD Inc.

John C. Rogers, PE  
 Senior Transportation Engineer/Project Manager

**Attachment:** Exhibit A



GHD Project

No.

11144963

Date

9/24/24

## Exhibit A

Description		A001 - Senior Technical Director 1	A003 - Senior Technical Director 3	A004 - Technical Director 1	A007 - Senior Professional 2	Total Hours	Labor Total	Estimated Project Total
		<i>Vedula (BGL)</i>	<i>Walter (PD)</i>	<i>Rogers (PM)</i>	<i>Stinger (Engr)</i>			
		\$323	\$278	\$263	\$207			
<b>Task1</b>		<b>20</b>	<b>44</b>	<b>32</b>	<b>90</b>	<b>186</b>	<b>\$45,738</b>	<b>\$45,738</b>
Subtask 1.1	Project Management and Meetings	4	12	16	8	40	\$10,492	\$10,492
Subtask 1.2	Traffic Study Revisions	16	32	16	82	146	\$35,246	\$35,246
<b>Total Labor Hours</b>		<b>20</b>	<b>44</b>	<b>32</b>	<b>90</b>			
<b>Estimated Project Total</b>		<b>\$6,460</b>	<b>\$12,232</b>	<b>\$8,416</b>	<b>\$18,630</b>	<b>186</b>	<b>\$45,738</b>	<b>\$45,738</b>

**Attachment 2**

Aerial Map



**Attachment 3**

Previous Amendments

# AMENDMENT 1

## AMENDMENT NO. 1 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND CENTRAL AVENUE INTERSECTION

This Amendment No. 1 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this 7<sup>th</sup> day of October 2020.

### RECITALS

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

**WHEREAS**, CITY requested changes to the scope of work for the design of the Project; and

**WHEREAS**, Amendment No. 1 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional engineering services.

### AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services for the Project dated December 21, 2016 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional services under Phase 2 as set forth in EXHIBIT A, "Phase 2 Scope of Services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**SECTION 2.** Section 5 of the Agreement shall be amended to read as follows:

**5. COMPENSATION**

The basic fee for Phase 2 based on the estimated hours of work listed in EXHIBIT B, "Phase 2 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$81,940.

City and Consultant agree on the rates shown in EXHIBIT B and that the hourly rates shall be valid through December 31, 2021. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

**SECTION 3.** Section 7 of the Agreement shall be amended to read as follows:

**7. EXTRA SERVICES**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Exhibit B, provided, however, the City Engineer's authority under this provision is limited to expenditures not to exceed the amount of eight thousand dollars (\$8,000).

**SECTION 4.** Section 9 of the Agreement shall be amended to read as follows:

**9. LIABILITY INSURANCE**

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

*Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

### *Maintenance of Coverage*

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

### *Proof of Insurance*

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

### *Acceptable Insurers*

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

### *Waiver of Subrogation*

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

*Enforcement of Contract Provisions (non estoppel)*

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

*Specifications not Limiting*

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

*Notice of Cancellation*

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

*Self-insured Retentions*

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

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this

Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

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

**SECTION 5.** Section 11 of the Agreement shall be amended to read as follows:

**11. TIME OF COMPLETION**

- A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Phase 2 Project Timeline attached hereto and incorporated by reference.
- B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.
- C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.
- D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**SECTION 6.** Except as set forth in this Amendment No. 1, all other terms and condition in the Agreement shall remain in full force and effect.

**SECTION 7.** This Amendment to Agreement shall be effective upon full execution by both Parties.

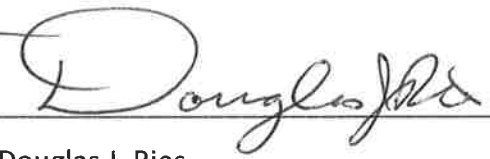
*(SIGNATURES ON NEXT PAGE)*

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 1 to the Agreement on the date first written above.

**CITY OF MADERA**


**GHD, Inc.**

By:   
Andrew J. Medellin, Mayor

By:   
Douglas J. Ries

Title: Vice President

APPROVED AS TO LEGAL FORM

By:   
Kamesh Vedula

By:   
Hilda Cantu Montoya, City Attorney

Title: Vice President

98-0425935

Taxpayer ID Number

ATTEST:

By:   
Alicia Gonzales, City Clerk



EXHIBIT A

PHASE 2 - SCOPE OF SERVICES

## **LAKE/4TH/CENTRAL TRAFFIC SIGNAL**

PROJECT TITLE

### **PROJECT DESCRIPTION**

The intersection of Lake Street/4th Street/Central Avenue is located in the northeast quadrant of the City of Madera, east of SR 99 and northwest of Highway 145. Lake Street serves as a north-south arterial in the City. About half a mile to the southwest Lake Street intersects Sunrise Avenue, and at the study intersection Lake Street turns and continues due north well beyond the City limits. The southwest leg of 4th Street is an arterial and has an interchange with SR 99 about half a mile southwest of the study intersection. The northeast leg of 4th Street is a local road that terminates at Flume Street after one block. Central Avenue is an east/west collector street that extends from H Street to Lake Street.

The Project will convert the existing intersection from a 5-way all-way stop control to a 4-way traffic signal as shown in Figure 1. Improvements include re-striping of lanes on approaching legs of the intersection to accommodate the signalization, installation of curb, gutter and sidewalk to provide sidewalk connectivity around the intersection, reconstruction of existing curb ramps to meet ADA requirements, and other minor improvements.

The northeast leg of 4th Street will be closed with this project, as shown in Figure 1. The City desires to create a unique public space that is inviting and promotes the City of Madera. Providing a uniform look and connecting the Wells Youth Center and the Community Garden with this new public area with features such as drought tolerant landscaping, large planters, or decorative elements that also serve to prevent unauthorized vehicular entry from the intersection, decorative lighting, seating areas, space for public art, etc., shall be considered for this area.

Services by CONSULTANT will include the required professional services for the design of the proposed improvements, preparation of the construction documents, and bidding and construction support. CONSULTANT will also identify all right of way needs, including additional land requirements and affected existing improvements and utilities. With the identified right of way needs, the CITY will acquire the necessary right of way.

This project is partially funded by a federal grant and shall comply with all applicable federal requirements. Environmental services to comply with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements will be completed by previous agreement.

It is the intent of this Scope of Services to generally describe the extent of the work contemplated. In arriving at the final design, the CONSULTANT may be required to perform work that is not explicitly identified but is necessary for establishing or substantiating the final design. All such work shall be considered incidental to the project and shall be included in the total fee, unless otherwise specified herein.

# Traffic Signal Alternative: Preliminary Layout



## LAKE St/4TH St/CENTRAL Ave INTX IMPROVEMENTS

Madera, California

Figure 1



## Scope of Services

### Task 2.1 Project Management, Meetings and Coordination

#### 2.1.1 Project Management

GHD will serve as overall Project Manager during Phase 2 of the project. The general project management responsibilities include:

- Oversee all the project components listed in this Scope of Services
- Prepare and keep master project schedule (updated and submitted monthly)
- Define and track key issues and goals throughout the entire project delivery
- Coordinate project status meetings (in person, teleconference)
- Provide coordination with Utilities
- Obtain appropriate document and plan approvals, authorizations and certifications
- Manage sub-consultants
- Effectively manage budget
- Implement Quality Assurance and Quality Control Measures
- Prepare monthly progress reports and invoices at the end of each month of previous month's work

#### 2.1.2 Progress Meetings

GHD will coordinate and lead project meetings including scheduling meetings, preparing and distributing agendas prior to scheduled meetings, meeting attendance, and preparation of meeting records summarizing decisions made and action items. GHD has budgeted for the following number of meetings:

- Up to four (4) progress meetings, two assumed at the City offices and two via teleconference.

### Task 2.2 Supplemental Surveying and Base Mapping

#### 2.2.1 Project Survey Control

GHD will re-establish a survey control base for the project. At a minimum, the Project Control (horizontal and vertical) will be based on the City of Madera Control Network. The Project Control will be used during the life of the project in the performance of supplemental topographic surveys that may be required beyond the City provided base map as needed for final design.

#### 2.2.2 Supplemental Topographic Field Surveys

Supplemental field topographic surveys will be conducted to confirm and/or to obtain new grades within the project limits, particularly at conform locations of proposed to existing improvements. Supplemental surveys will include existing roadway features, drainage features, utility facilities, additional grades at critical locations including at curb ramps, etc. as needed for final design.

## **Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera**

### **2.2.3 Cad File Set-up and TIN**

GHD shall prepare computer files to include field control points, topographic surveys, utility data and preparation of the Triangular Irregular Network (TIN) used for three-dimensional calculations, (i.e. earthwork, cross-sections and profiles).

### **2.2.4 Right of Way Mapping**

Existing right of way maps, subdivision maps and survey records will be researched to establish the existing public right of way as well as the sidelines of parcels adjacent to the project. Existing monuments will be documented and included in the base mapping. As part of this work, GHD will compile property information such as assessor's parcel number, and owner names.

### **2.2.5 Preliminary Utility Coordination and Mapping**

Utilities will initially be mapped by using a combination of facilities identified on the topographic maps and by field investigation. GHD will also identify all potential utility owners who may have facilities within the project location and compile a utility purveyor contact list. GHD will request plat maps of utility locations from each utility owner known to have facilities within the project area. GHD will add existing utilities to a utility base drawing based upon information received from utility owners. The utility base will be used to identify conflicts, and coordinate required utility relocations.

## **Task 2.3 Utility Coordination & Relocation Support**

GHD will complete the utility verification and relocation in compliance with the Federal Regulations as outlined in the Local Assistance Procedures Manual (LAPM) (Chapter 3: Project Authorization and Chapter 14: Utility Relocations).

### **2.3.1 Utility Coordination**

For the signal alternative, it is anticipated that only minimal utility coordination will be required, as the signal alternative will be designed to avoid utility conflicts to the extent practicable. This task would include coordinating a signal service point with PG&E. It is assumed that service point design fees charged by PG&E would be billed directly to the City.

## **Task 2.4 30-Percent Design**

This task includes preparation of 30-percent plans and engineer's estimate for the Traffic Signal Alternative. Primary objectives of the 30-percent design include establishing the project right of way and easement requirements, and identification of utilities determined to be in conflict with the proposed improvements.

### **2.4.1 30-Percent Plans**

Under this task, the GHD will refine the horizontal design for the preferred alternative to a 30% level. Plans will be developed at a 1"=20' scale. The 30-percent plans will incorporate basic horizontal geometric design elements including curb and gutter lines, channelization islands, sidewalks, pedestrian crossings, curb ramps, bike lanes, and pavement delineation. It is anticipated that the 30-percent plans will include the following sheets:

- Title Sheet
- Layout
- Construction Details (undeveloped)
- Utility Plan
- Pavement Delineation Plans

## Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

- Electrical Plan (signal layout only)

At the conclusion of this task, the 30% geometric design will have established horizontal control and geometric elements including curb geometry, lane widths, channelization, lane transitions, pavement delineation, and join conditions.

### 2.4.2 Preliminary Engineer's Estimate

GHD will prepare a preliminary opinion of probable cost using quantities estimated from the 30% design. The preliminary cost estimate will include major cost construction items, and percentage based allowances for items for which quantities are not yet developed.

### 2.4.3 Preliminary Right of Way Exhibits

GHD will prepare an overall right of way exhibit showing the quantities and areas of right of way takes (ROW) and temporary construction easements (TCE) needed.

### 2.4.4 30-Percent Submittal

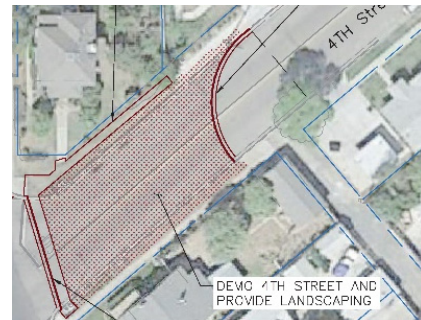
This task includes compiling the 30-percent plans, preliminary cost estimate, and preliminary right of way exhibits for submittal to the City and utility owners. Three full size hard copies, one reduced size hard copy, and full and reduced size PDF files will be submitted to the City for review and comment. This task also includes utility owner submittals, including letters, project plans, and notifications. This task includes all plotting, transmittal preparation, postage, and delivery of all 30-percent submittals.

### 2.4.5 Prepare Legal Descriptions and Plats

Once the City has reviewed the 30-percent plans, and supplemental exhibits, specifically as applicable to the proposed right of way and easements, and provided comments, GHD will update the design to show the adjusted rights of way and easements. GHD will prepare the legal descriptions and plats. For budgeting purposes, it is assumed that plats and legal descriptions will be prepared for up to six (6) ROW and TCE involvements for the signal alternative.

### 2.4.6 Preliminary Landscape Design Concepts

GHD will prepare preliminary landscape design concepts for the section of 4<sup>th</sup> street shown in the exhibit that will be closed with this project. Up to three (3) landscape concepts will be developed each showing type of landscape, concrete surface areas, textures and/or colors, landscape furniture, pedestrian access, and other features. The concepts will be submitted to the City for review and comment. One revision will then be made for the selected preferred concept based on City provided comments and resubmitted for final approval.



4<sup>th</sup> Street Closure Landscape Concepts

## Task 2.5 60-Percent Design

This task includes picking-up comments on the 30-percent submittal, and preparation of 60-percent plans, engineer's estimate, and draft technical specifications.

## **Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera**

### **2.5.1 60-Percent Plans**

GHD will pick up and review the 30-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 30-percent comments will either be addressed in writing, on the plans, or both as required. GHD will coordinate with the City of Madera concerning any comments that require further discussions or clarification.

60-percent plans, technical specifications/bid item descriptions, and estimate (PS&E) will then be prepared consisting of substantially completed plans, specifications, and engineer's estimate. The plan sheets prepared as part of the 30-percent submittal will be supplemented, at a minimum, with the following design elements as appropriate.

- Demolition Plan
- Drainage Plan
- Construction Details
- Traffic Signal Plans (conduits; conductor schedule; service point; electrical details)
- Landscape Plans
- Irrigation Plans

### **2.5.2 Engineer's Estimate & Technical Specifications**

GHD will update the preliminary cost estimate prepared for the 30-percent submittal, including quantity calculations, and additional bid items. The 60-percent engineer's estimate will include bid item descriptions, unit, quantities, unit prices, and total prices. Quantity backup including color-coded markups of individual quantities will be prepared and kept in the project file for backup and reference purposes.

GHD will prepare the draft technical specifications including bid item descriptions (hereafter referred to as technical specifications). The technical specifications will be prepared using Caltrans 2018 SSPs as a basis, modified for project specific requirements.

### **2.5.3 60-Percent Submittal**

This task includes compiling the 60-percent plans, comment resolution table, engineer's estimate, and draft technical specifications for submittal to the City. Three full size (24x36) and one reduced size (11x17) plan set will be submitted with the draft technical specifications and engineer's estimate to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. This task includes all plotting, transmittal preparation, postage, and delivery of all 60-percent submittals.

## **Task 2.6 90-Percent Design**

This task includes picking-up comments on the 60-percent submittal, and preparation of 90-percent plans, final technical specifications, and engineer's estimate.

### **2.6.1 90-Percent PS&E**

GHD will pick up and review the 60-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 60-percent comments will either be addressed in writing, on the plans, or both as required. GHD will coordinate with the City of Madera concerning any comments that require further discussions or clarification.

## **Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera**

90-percent plans, technical specifications, and estimate (PS&E) will then be prepared consisting of completed plans, technical specifications, and engineer's estimate. The 90-percent PS&E will include revisions as needed based upon the City's 60-percent review comments.

### **2.6.1 90-Percent Submittal**

This task includes compiling the 90-percent plans, comment resolution table, technical specifications, and engineer's estimate for submittal to the City. Three full size (24x36), and one reduced size (11x17) plan set will be submitted with the technical specifications and engineer's estimate to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. This task includes all plotting, transmittal preparation, postage, and delivery of all 90-percent submittals.

### **Task 2.7 Final Contract Documents**

This task includes picking-up comments on the 90-percent submittal, and preparation of the final contract documents.

#### **2.7.1 Final PS&E**

GHD will pick up and review the 90-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 90-percent comments will either be addressed in writing, on the plans, or both as required. It should be noted that at this late stage of design, it is expected that all comments would be minor in nature, and would not require significant design revisions, or modifications. Comments that necessitate significant design changes at this stage would be subject to additional fees, and would only be completed with the City's prior approval, under a separate authorization.

Final plans, technical specifications, and engineer's estimate (PS&E) will be prepared consisting of completed plans, technical specifications, and engineer's estimate. The final plans, technical specifications, and engineer's estimate will be prepared for the City's use in bidding the project for construction.

#### **2.7.2 Final Submittal**

This task includes compiling the Final (signed) plans, comment resolution table, technical specifications, and engineer's estimate for submittal to the City. One signed full size (24x36) Mylar set and one reduced size (11x17) plan set will be submitted to the City of Madera for bidding purposes.

In addition, one reduced size (11x17) set of the final plans will be submitted to all utility owners known to have facilities within the limits of the project.

The task also includes the submittal of the final project base files and plan sheets in AutoCAD Civil 3D format; the final project technical specifications in MS word format; and the final engineer's estimate in MS excel format.

### **Task 2.8 Bidding & Pre-Construction Stage**

#### **2.8.1 Bid Support**

GHD will be available during the bid phase of the project to provide the City assistance as required. The following services will be provided:

## Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

- Assist City staff by answering technical questions from potential bidders.
- Attend pre-bid meeting and explain key design issues.
- Draft addenda for City approval/release to clarify design intent or correct errors.
- Prepare bid summary and review bid proposals if requested by City.

### **Task 2.9 Construction Stage**

#### **2.9.1 Construction Support**

GHD will be available to provide construction support during construction as follows:

- Attend Preconstruction Conference and periodic construction progress meetings (assume three meetings total).
- Check contractor submittals for compliance with contract documents and assist with the evaluation of substitution requests.
- Assist the City with interpretation of plans and specifications, contractor requests for information, analysis of changed site conditions and corrective action(s), and address questions from Resident Engineer regarding submittals.
- Provide technical support for construction change orders.
- Prepare as-built drawings based upon contractor or Resident Engineer provided markups.

### **Preliminary Project Schedule**

GHD has prepared a Phase 2 Project Schedule based on the tasks presented in GHDs Scope of Services. A copy of the Phase 2 Project Schedule is provided on page 8 in this proposal.

### **Fee and Effort Table**

GHD has prepared a Phase 2 Fee and Effort Table to present our costs to provide all of the services described in our Scope of Services. A copy of GHDs Phase 2 Fee and Effort Table is provided on page 9 in this proposal.

EXHIBIT B

PHASE 2 - FEE PROPOSAL

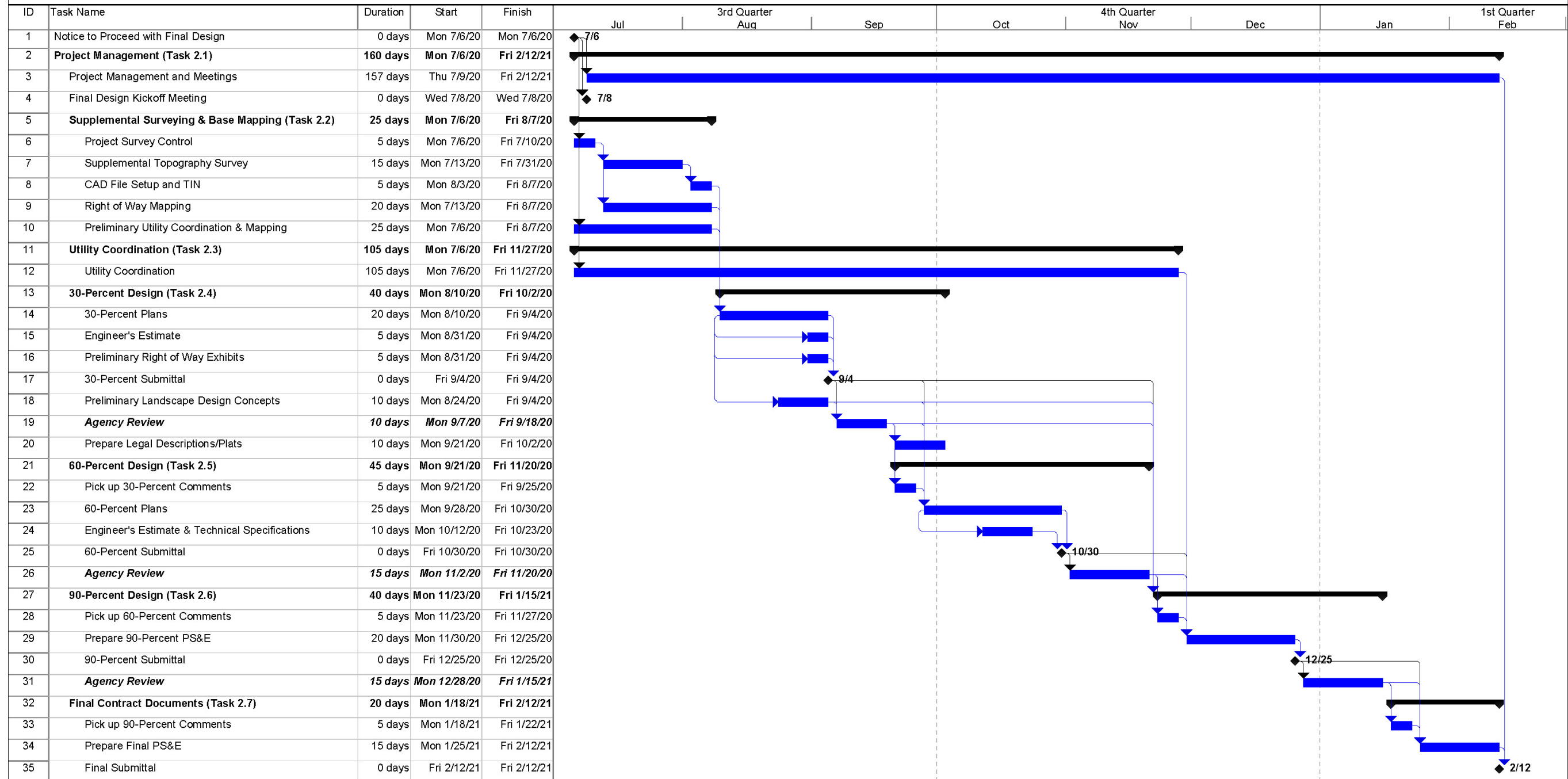
Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project  
Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

Phase 2 Fee and Effort Table																				
GHD																				
Task	Task Description	Class Rate	Ries (PIC) \$280.00	Weiland (PM) \$260.00	Perry (QA/QC) \$250.00	Kehrer (Proj Engr) \$180.00	San (Engr) \$160.00	Carcha (Engr) \$130.00	Morris (Tech) \$125.00	Robertson (Landscape) \$185.00	Piper (Landscape) \$170.00	Howard (Srvy Mngr) \$190.00	Vander Dussen (Office Srvy) \$155.00	Field Crew (Srvy) \$210.00	Bohannon (Office Survey Tech) \$115.00	Supplies and Reimbursables	Total Hours	Task Sub-Total	Phase 2 Task Totals	
<b>2.1</b>	<b>Management, Meetings &amp; Coordination</b>																		<b>\$6,280.00</b>	
2.1.1	Project Management		2	12														14	\$3,680.00	
2.1.2	Progress Meetings (4)			10														10	\$2,600.00	
<b>2.2</b>	<b>Supplemental Surveying &amp; Base Mapping</b>																		<b>\$11,230.00</b>	
2.2.1	Project Survey Control												2					2	\$310.00	
2.2.2	Supplemental Topographic Field Surveys											4		20		\$300.00		24	\$5,260.00	
2.2.3	Cad File Set-up and TIN											2			12			14	\$1,760.00	
2.2.4	Right of Way Mapping											10			4			14	\$2,360.00	
2.2.5	Preliminary Utility Coordination and Mapping					1	2	8										11	\$1,540.00	
<b>2.3</b>	<b>Utility Coordination</b>																		<b>\$1,220.00</b>	
2.3.1	Utility Coordination					1		8										9	\$1,220.00	
<b>2.4</b>	<b>30-Percent Design</b>																		<b>\$16,100.00</b>	
2.4.1	30-Percent Plans			1	1	2	8	24	8									44	\$6,270.00	
2.4.2	Preliminary Engineer's Estimate					1		8										9	\$1,220.00	
2.4.3	Preliminary Right of Way Exhibits					1		6										7	\$960.00	
2.4.4	30-Percent Submittal					1		4								\$300.00		5	\$1,000.00	
2.4.5	Prepare Legal Descriptions and Plats					1						6		12				19	\$2,700.00	
2.4.6	Preliminary Landscape Design Exhibits					1				2	20							23	\$3,950.00	
<b>2.5</b>	<b>60-Percent Design</b>																		<b>\$22,800.00</b>	
2.5.1	60-Percent Plans			2	6	6	20	28	16	4	16							98	\$15,400.00	
2.5.2	Engineer's Estimate & Technical Specifications			1		4	16	12			4							37	\$5,780.00	
2.5.3	60-Percent Submittal					1		8								\$400.00		9	\$1,620.00	
<b>2.6</b>	<b>90-Percent Design</b>																		<b>\$9,470.00</b>	
2.6.1	90-Percent PS&E			1	2	2	12	16	8	2	8							51	\$7,850.00	
2.6.2	90-Percent Submittal					1		8								\$400.00		9	\$1,620.00	
<b>2.7</b>	<b>Final Contract Documents</b>																		<b>\$5,800.00</b>	
2.7.1	Final PS&E			1	1	2	4	8	8	2	4							30	\$4,600.00	
2.7.2	Final Submittal					1		4								\$500.00		5	\$1,200.00	
<b>2.7.2</b>	<b>Bidding and Pre-Construction Stage</b>																		<b>\$2,660.00</b>	
2.8.1	Bid Support			1		4	4	8										17	\$2,660.00	
<b>2.90</b>	<b>Construction Stage</b>																		<b>\$6,380.00</b>	
2.9.1	Construction Support			1		6	12	24										43	\$6,380.00	
			<b>Subtotal Hours</b>	<i>Hours</i>	2	30	10	36	78	174	40	10	52	22	2	20	28	504		
			<b>Subtotal Dollars</b>	<i>Dollars</i>	\$560.00	\$7,800.00	\$2,500.00	\$6,480.00	\$12,480.00	\$22,620.00	\$5,000.00	\$1,850.00	\$8,840.00	\$4,180.00	\$310.00	\$4,200.00	\$3,220.00	\$1,900.00	\$81,940.00	<b>\$81,940.00</b>

EXHIBIT C

PHASE 2 - PROJECT SCHEDULE

### Project Schedule Phase 2 - Final Design Traffic Signal Alternative



Project: P8616SCD002 Date: 05/25/2020	Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
	Split		External Tasks		Manual Task		Start-only		Progress	
	Milestone		External Milestone		Duration-only		Finish-only		Deadline	
	Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

# AMENDMENT 2

## **AMENDMENT NO. 2 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND CENTRAL AVENUE INTERSECTION**

This Amendment No. 2 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this 7<sup>th</sup> day of October 2020.

### **RECITALS**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

**WHEREAS**, pursuant to an initial environmental review of the project, technical studies are needed to review the project's impact to the environment; and

**WHEREAS**, Amendment No. 2 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional engineering services.

### **A G R E E M E N T**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services

for the Project dated December 21, 2016, and as amended by Amendment No. 1 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2. SCOPE OF WORK:**

In addition to professional services provided in the original agreement, CONSULTANT shall provide the professional services as set forth in EXHIBIT A, "Environmental Scope of Services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**SECTION 2.** Section 5 of the Agreement shall be amended to read as follows:

**5. COMPENSATION**

CITY agrees to pay CONSULTANT a fee for work identified in EXHIBIT A, based on the scope of work listed in EXHIBIT B, "Phase 2 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$43,860.

**SECTION 3.** Section 11 of the Agreement shall be amended to read as follows:

**11. TIME OF COMPLETION**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT B, Phase 2 Fee Proposal attached hereto and incorporated herein by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the

project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**SECTION 4.** Except as set forth in this Amendment No. 2, all other terms and condition in the Agreement and Amendment No. 1 shall remain in full force and effect.

**SECTION 5.** This Amendment No. 2 to Agreement shall be effective upon full execution by both Parties.

*(SIGNATURES ON NEXT PAGE)*

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 2 to the Agreement on the date first written above.

CITY OF MADERA

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

GND, Inc.

By: \_\_\_\_\_  
Douglas J. Ries

Title: Vice President

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

By: \_\_\_\_\_  
Kamesh Vedula

Title: Vice President

98-0425935

Taxpayer ID Number

ATTEST:

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk



## EXHIBIT A

### Environmental Scope of Services

**DEPARTMENT OF TRANSPORTATION****DISTRICT 6**

855 M STREET, SUITE 200

FRESNO, CA 93721-2716

PHONE (559) 445-6310

FAX (559) 445-5425

TTY 711

www.dot.ca.gov

*Making Conservation  
a California Way of Life.***REVISED**

August 31, 2020

Mr. Randy Bell  
Project Manager  
City of Madera  
428 E. Yosemite Ave  
Madera, Ca. 93638

FPN: CML 5157(102)

Dear Mr. Bell:

The California Department of Transportation (Caltrans) has approved the Preliminary Environmental Studies (PES) form for the proposed project by the City of Madera. The project proposed includes intersection improvements at the intersection of 4<sup>th</sup> Street, Lake Street and Central Avenue.

As indicated on the PES form, the following technical studies shall be prepared and provided to Caltrans for review and approval prior to obtaining the Categorical Exclusion. Please refer to the Caltrans web site at: <http://www.dot.ca.gov/ser/forms.htm> for the most up-to-date report formats and guidance. The local agency or consultant chosen to prepare the technical studies should contact the Caltrans, District 6 Environmental Planner, with questions regarding report formats and content. All technical studies are required to have the federal project number on the cover.

**NEEDED TECHNICAL STUDIES**

- **Cultural Studies:** Section 106- The project will require a qualified consultant prepare a cultural resources study to fulfill the requirements of Section 106 of the National Historic Preservation Act. The Section 106 study should include the following:
  - **Historic Property Survey Report (HPSR):**  
The HPSR serves as a summary document to which supporting documents are attached. It also serves to document consultation with interested parties, including Native Americans and historical groups.
  - **Area of Potential Effects (APE) Map:**  
This map depicts the area that will be impacted by the project, including staging and construction access areas, and any utility and property relocation work. The map should be plotted on an aerial photographic base, with a bar scale and north arrow. The map should depict the locations of any cultural resources identified in the APE. Roads, bridges, and creeks should be clearly labeled. The APE map should have a signature and date block for "Caltrans Professionally Qualified Staff" and "Caltrans Local Assistance Engineer." Caltrans will approve the APE map prior to completion of the HPSR.

August 31, 2020

Page 2

- **Historic Resources Evaluation Report (HRER):**  
Evaluation of historic archaeological resources and built-environment resources such as buildings and bridges are documented in an HRER. The HRER format and content guide is available at [http://www.dot.ca.gov/ser/vol2/ex\\_6\\_2\\_hrer.pdf](http://www.dot.ca.gov/ser/vol2/ex_6_2_hrer.pdf)
- **Visual Impact Assessment:** Complete the online questionnaire to help determine the Visual Impact Assessment (VIA) level (The online questionnaire can be completed by the local agency project engineer or planner):  
<https://dot.ca.gov/programs/design/lap-visual-impact-assessment/lap-via-questionnaire>  
This scoring system should be used as a preliminary guide and should not be used as a substitute for objective analysis on the part of the preparer. Although the total score may recommend a certain level of VIA document, circumstances associated with any one of the ten question-areas may indicate the need to elevate the VIA to a greater level of detail. Provide Caltrans with a copy of the score generated and the appropriate level of documentation that corresponds to the score.

If, as a result of the online questionnaire, or other determination, a Visual Impact Assessment is required those are to be performed under the direction of a licensed Landscape Architect.

The Standard Environmental Reference, Environmental Handbook, Volume I: Chapter 27- Visual & Aesthetics Review lists preparer qualifications for conducting the visual impact assessment process. Landscape Architects receive formal training in the area of visual resource management and can appropriately determine which VIA level is appropriate.

The following technical studies shall be prepared by Caltrans staff prior to obtaining the Categorical Exclusion.

- **Biological Resources:** A technical “memorandum to file” will be prepared by the Caltrans Biologist.

Rachel Padilla, Associate Environmental Planner, will be your primary contact at Caltrans District 6 Environmental Analysis for this project. Please do not hesitate to contact the environmental planner assigned if you have any questions regarding the environmental requirements for this project at (559) 445-6313 or myself at (559) 445-6310.

Sincerely,



SHANE GUNN, Chief  
Environmental Analysis, Planning, and Local Programs

## EXHIBIT B

### Environmental Fee Proposal



September 4, 2020

Mr. Randy Bell, P.E. / Project Development Coordinator  
City of Madera Engineering Department  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Dear Randy:

**Re: Proposal: Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project  
Environmental Technical Studies**

This letter represents GHD's proposal to prepare environmental technical studies identified as required to support the project's National Environmental Policy Act (NEPA) environmental process. The previous Phase 1 Scope of Services prepared by GHD (formerly Omni-Means) in 2016 included preparation of a Preliminary Environmental Study (PES) in support of the project's NEPA environmental process. When the scope of services was prepared, it was noted that it was difficult to pre-determine which, if any, environmental technical studies will be required by Caltrans. Per Caltrans guidelines, a list of required environmental technical studies are provided to the City after preparation of the PES. The PES has subsequently been prepared and submitted to Caltrans for review, comment and approval. The PES has been approved by Caltrans who also identified that the City shall prepare and provide the following environmental technical studies:

- Visual Impact Assessment (VIA)
- Area of Potential Effects (APE) Map
- Historic Property Survey Report (HPSR)
- Historic Resources Evaluation Report (HRER)

The scope of services also noted that, after Caltrans identified the required environmental technical studies, a separate proposal would be provided to prepare the required studies. GHD will manage this effort, provide coordination with the City and provide engineering technical support. GHD's environmental subconsultant Crawford & Bowen (C&B) will act as our Environmental Lead in preparing the required environmental technical studies. The following represents C&B's proposed scope of work to provide the additional environmental documentation required by Caltrans.

**Visual Impact Assessment (VIA)**

C&B will conduct the Caltrans online Visual Impact Assessment (VIA) and will prepare a corresponding technical memorandum to supplement the VIA. The online VIA assessment will result in a numeric score that will determine the level of impact. It is not anticipated, nor included as part of this proposal, that a full VIA will be required based on the initial assessment, but that the online VIA and technical memorandum will be sufficient.

**Project APE Map, HPSR and HRER**

C&B will utilize ASM Affiliates to prepare the APE map, HPSR and HRER. ASM will prepare an APE map for Caltrans review and signature. ASM assumes participation in a conference call with the Caltrans District 6 Professionally Qualified Staff (PQS). The APE map will be finalized before work

begins on the Historic Resources Evaluation Report (HRER) and Historic Property Survey Report (HPSR). ASM assumes that the APE will include the intersection of 4th Street/Lake Street/Central Avenue and will include portions of not more than five adjacent parcels.

After approval of the APE, ASM will prepare a narrative format HRER and HPSR form following Caltrans guidelines, specifically Exhibit 2.6 Historic Property Survey Report Format and Content Guidelines and Exhibit 6.2 Historic Resources Evaluation Report Format and Content Guide (May 2015). The purpose of the HRER will be to evaluate up to 20 buildings more than 45 years old within the APE following the Caltrans standard HRER format. ASM will obtain a records search from the Southern San Joaquin Valley Information Center (SSJVIC) to identify known properties. A team of one Architectural Historian and one Archaeologist will conduct a pedestrian survey of the APE. We assume that the results of the archaeological survey will be negative and will be limited to the proposed area of ground disturbance; no Archaeological Survey Report (ASR) will be prepared. We assume no more than 20 residential properties in the APE will require survey and evaluation by an architectural historian; survey will be done from the public right of way only. Archival research will be conducted to document the site-specific history for those 20 properties. Current closures of City and County offices may limit access to archival records; as such, their analysis may be based on the extent of the records they are able to obtain.

The HRER will contain a summary of findings, project description, research and field methods, historical overview, description of cultural resources, resource significance, findings, and conclusions. The HPSR form will summarize the HRER and contain a summary of findings, project description, consulting parties, summary of identification efforts, and findings. The analysis and reports will be prepared by ASM's Archaeologists, Architectural Historians, and Historians who meet the Secretary of the Interior's Professional Qualification Standards. ASM assumes three iterations of each report will be required (two drafts, one final) to respond to agency comments. It is assumed that those comments will be editorial in nature and will not require additional research or site visits.

GHD's estimated fee to complete all of the environmental technical studies services is \$43,860.00 as summarized below.

<i>Management, Coordination &amp; Engineering Technical Support</i>	<i>\$ 3,360.00</i>
<i>Preparation of VIA, APE Map, HPSR &amp; HRER</i>	<i>\$40,500.00</i>
<i>Total Estimated Fee:</i>	<i>\$43,860.00</i>

The estimated schedule to having drafts of the various environmental documents is as follows:

- Visual Impact Assessment: 3-weeks from Notice to Proceed
- APE Map: 3-weeks from Notice to Proceed
- HRER/HPSR: Draft within 10 weeks of approved APE Map

Final documents will depend on Caltrans review times, number and level of comments received, and any subsequent draft resubmittals.

We look forward to continue working with you and the City on this project. Please feel free to contact me if you have any questions regarding our proposal.

Sincerely,

GHD

A handwritten signature in black ink that reads "J. Weiland". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.

Joseph W. Weiland, P.E.  
Senior Manager

P8616PRL003 / JWW

# AMENDMENT 3

## RESOLUTION NO. 24-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH GHD, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE  
LAKE/4TH/CENTRAL INTERSECTION IMPROVEMENTS, CITY PROJECT NO.  
R-57**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, Omni-Means Ltd. was acquired by GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY requested changes to Consultant's scope of work to include additional traffic analyses; and

**WHEREAS**, Amendment No. 3 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**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. Amendment No. 3 to Agreement with GHD, Inc. for professional engineering services as described above and attached hereto is necessary for the carrying out of the project and is hereby approved.
3. This resolution is effective immediately.

\*\*\*\*\*

PASSED AND ADOPTED by the City Council of the City of Madera this 21<sup>st</sup> day of February 2024 by the following vote:


AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

  
\_\_\_\_\_  
SANTOS GARCIA, Mayor

ATTEST:

  
\_\_\_\_\_  
ALICIA GONZALES, City Clerk



**AMENDMENT NO. 3 TO AGREEMENT WITH GHD, INC. FOR  
PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE  
STREET, 4<sup>TH</sup> STREET AND CENTRAL AVENUE INTERSECTION  
IMPROVEMENTS, CITY PROJECT NO. R-57**

This Amendment No. 3 to the Agreement for Engineering Services for the Lake Street, 4<sup>th</sup> Street and Central Avenue Intersection Project (hereinafter call "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter call "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this 21<sup>st</sup> day of February, 2024.

**RECITALS**

**WHEREAS**, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

**WHEREAS**, Omni-Means Ltd. was acquired by GHD, Inc. (CONSULTANT); and

**WHEREAS**, CITY requested changes to Consultant's scope of work for a traffic study; and

**WHEREAS**, Amendment No. 3 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**AGREEMENT**

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services for the Project dated December 21, 2016 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional services as set forth in EXHIBIT A, "Left Turn Study Scope of Services and Fee", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**SECTION 2.** Section 5 of the Agreement shall be amended by adding the following:

**5. COMPENSATION**

The basic fee based on the estimated hours of work listed in EXHIBIT A “Left Turn Study Scope of Services and Fee”, attached hereto and incorporated herein by reference, for the work task itemized in the Scope of Services is \$23,388.75

City and Consultant agree on the rates shown in EXHIBIT A and that the hourly rates shall be valid through December 31, 2024. It is understood and agreed by both parties that all expenses incidental to Consultant’s performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A “Left Turn Study Scope of Services and Fee”.

**SECTION 3.** Section 7 of the Agreement shall be amended to read as follows:

**7. EXTRA SERVICES**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the EXHIBIT A “Left Turn Study Scope of Services and Fee”, provided, however, the City Engineer’s authority under this provision is limited to expenditures not to exceed the amount of two thousand five hundred dollars (\$2,500).

**SECTION 4.** Section 11 of the Agreement shall be amended to read as follows:

**11. TIME OF COMPLETION**

- A. Based on a agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A attached hereto and incorporated by reference.
- B. Consultant shall not be held responsible for delays caused by CITY review or by reasons beyond the CONSULTANT’S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.
- C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement, at the option of CITY, in accordance with Section 12.

**SECTION 5.** Except as set forth in this Amendment No. 3, all other terms and conditions in the Agreement and Amendments No. 1 and 2 shall remain in full force and effect.

**SECTION 6.** This Amendment No. 3 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 3 to the Agreement on the date first written above.

**CITY OF MADERA**

By: [Signature]  
Santos Garcia, Mayor

**GHD, Inc.**

By: [Signature]  
Kamesh Vedula  
Title: Vice-President

**APPROVED AS TO LEGAL FORM**

By: [Signature]  
Shannon L. Chaffin, City Attorney

By: \_\_\_\_\_  
Title: \_\_\_\_\_

98-0425935  
Taxpayer ID Number

**ATTEST:**

By: [Signature]  
Alicia Gonzales, City Clerk



# Sustainable Procurement Overhead Awareness

## Learning Objectives

By the end of this session, you will be able to:

- 01 Understand what Sustainable Procurement is
- 02 Roll out the new Sustainable Procurement Standard & framework
- 03 Learn how Sustainable Procurement impacts you

## Agenda

→ Sustainable Procurement  
Overhead Awareness

### Opening Remarks

- 01 Section 1.  
Purpose & Intro
- 02 Section 2.  
Procurement Portal
- 03 Section 3.  
Sustainable Procurement  
QRG
- 04 Section 4.  
Vendor Management
- 05 Section 5.  
Summary  
Q&A

Opening Remarks- Mike Moran

- Sustainable
- What GHD has done:
  - As we are making orders we need to
  - Bring value to our company and vendors

James Viray:



GHD Project	
No.	<u>11144963</u>
Date	<u>2/6/24</u>

**AMENDMENT TO  
AGREEMENT BETWEEN CONSULTANT AND CLIENT**

Amendment No. 3 to Agreement dated 12/21/2016 between GHD Inc. (Consultant) and City of Madera (Client).

Project Number / Name: Agreement for Engineering Services for the Lake Street, 4<sup>th</sup> Street and Central Avenue Intersection Project.

Client hereby requests and authorizes Consultant to perform additional and/or revised services as set forth in this Amendment.

Scope of work and terms of compensation as set forth below.

**Additional Scope of Work**

The following is a description of the engineering and landscape architect services specific to the planned pocket park and the intersection analysis for which additional budget is requested.

***0401: Project Management and Meetings***

This task includes GHD's overall management of the tasks included within this Additional Scope of Services and coordination with the City. This task also includes monthly meetings for the duration of the task per the assumed schedule below. If requested, additional duration or presentations with the City will be negotiated as an extra with additional fee.

***0402: N Lake Ave, E 4<sup>th</sup> Street and E Central Ave Left Turn Study***

In light of the Caltrans road diet that is being proposed on E Yosemite Ave, the left turn demand shall be re-evaluated based on assumed 20% growth of the current forecasted volumes. The alternatives that will be reviewed will be a single left turn lane, a double left turn lane and a roundabout. The review of the left turn lanes will include queuing and lane transitions with respect to the existing improvements, striping and intersection spacing. It is assumed that the draft memo will be reviewed once by the City and GHD will make minor revisions to finalize the memo. No Caltrans coordination is assumed to be part of this Left Turn Study update.

**Data Collection:**

GHD will utilize the information that was obtained in support of the ICE that was completed in February 2019. The volumes of the NB Left Turns on N Lake Ave will be increased by 20% to approximate the additional vehicles that will be diverting from E Yosemite Ave as a result of the future Caltrans road diet improvements.

**Data Analysis:**

*Existing Conditions*

The multimodal traffic volumes will be updated and analyzed in Synchro (Highway Capacity Manual 6th Edition) for the AM peak hour, PM peak hour, and Weekend Peak with the larger volumes in the NB Left Turn movements. The results will include Level of Service (LOS) per movement and overall intersection LOS. The 95th percentile queue lengths will be also quantified for the turning movements via SimTraffic software.



GHD Project	
No.	11144963
Date	2/6/24

*Existing Plus Project Conditions*

For the Existing Plus Project scenario, different phasing and timing will be modeled based on the vehicular, pedestrian, and bicycle needs. This analysis will include subsequent LOS per movement and overall intersection LOS with three alternatives: a single NB Left Turn movement, a double NB Left Turn movement and a roundabout configuration. This will also include 95th percentile queue lengths per SimTraffic.

**Schedule**

The assumed schedule for this task is below:

<b>Task</b>	<b>Date</b>
<i>NTP</i>	<i>2/21/24</i>
<i>Draft Left Turn Study</i>	<i>3/21/24</i>
<i>City Review of Draft Left Turn Study</i>	<i>4/21/24</i>
<i>Revised Left Turn Study</i>	<i>5/21/24</i>
<i>City Review of Revised Left Turn Study</i>	<i>6/21/24</i>
<i>Final Left Turn Study</i>	<i>7/21/24</i>

**Fee Estimate**

The fee requested for the additional services is \$23,388.75 as summarized by task below. Also refer to attached Exhibit A.

<b>Task Description</b>	<b>Task Fee</b>
<i>0401: Project Management and Meetings</i>	<i>\$ 3,768.75</i>
<i>0402: N Lake Ave, E 4th Street &amp; E Central Ave Left Turn Study</i>	<i>\$19,620.00</i>
<b>Total Estimated Fee:</b>	<b>\$23,388.75</b>

**Terms and conditions**

All terms and provisions specified in the original Agreement dated 12/21/2016 are in effect. No other agreements, guarantees, or warranties are in effect.

Please contact me if there are any questions regarding this requested amendment.

Sincerely,

GHD Inc.

John C. Rogers, PE  
Senior Transportation Engineer/Project Manager

**Attachment:** Exhibit A



GHD Project

No.

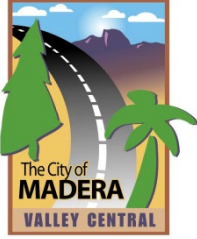
11144963

Date

2/6/24


## Exhibit A

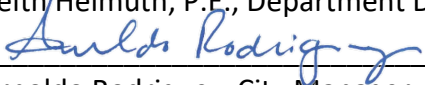
Amendment 3 Fee and Effort Table							
GHD							
Task	Task Description	Class Rate	Rogers/ Southern (PM) \$251.25	Vanegas- Moran/Stinger (Engr) \$202.50	Total Hours	Task Sub-Total	Amendment 3 Task Totals
<b>0401 Project Management and Meetings</b>							<b>\$3,768.75</b>
0401.1	Project Management		5		5	\$1,256.25	
0401.2	Meetings (Monthly)		10		10	\$2,512.50	
<b>0402 N Lake Ave, E 4th Street and E Central Ave Left Turn Study</b>							<b>\$19,620.00</b>
0404.1	Left Turn Evaluation Memorandum		12	82	94	\$19,620.00	
	<b>Subtotal Hours</b>	<i>Hours</i>	27	82	109		
	<b>Subtotal Dollars</b>	<i>Dollars</i>	\$6,783.75	\$16,605.00		\$23,388.75	<b>\$23,388.75</b>



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_  
Keith/Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: October 2, 2024

Agenda Number:     B-9    

### SUBJECT:

Accepting Improvements for the Iveywood I Subdivision (Tract No. 19-S-03)

### RECOMMENDATION:

Adopt a resolution:

1. Accept improvements for the Iveywood I Subdivision (Tract No. 19-S-03)
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements

### SUMMARY:

The Subdivider, Joseph Crown Construction and Development, a California Corporation (Subdivider), has completed the remainder of off-site public improvements associated with the Iveywood I Subdivision in accordance with the approved Improvement Agreement (Agreement) and improvement plans. The Subdivider has paid all required fees and submitted a warranty bond for the completed improvements. It is recommended that the City Council (Council) accept the remaining improvements completed for the Iveywood I subdivision.

### DISCUSSION:

The Iveywood I subdivision is a residential development located on the northwest quadrant of Sunrise Avenue and Tozer Street. The Council approved the Final Map on February 17, 2021. An amendment to the Agreement was approved by Council on November 16, 2022, to incorporate park improvements in the Agreement for future reimbursement. A second amendment to the Agreement was approved by Council on July 19, 2023, to incorporate construction of a storm drainage basin in the Agreement for future reimbursement.

On May 17, 2023, Council accepted the off-site improvements for storm drain and street improvements constructed along Tozer Street adjacent to the Subdivision. On July 19, 2023, Council accepted the off-site improvements for construction of a 908 linear foot portion of parallel sewer main constructed on Pecan Avenue. The Subdivider has now completed the

remainder of improvements including storm drainage basin internal to the subdivision itself in accordance with the Agreement and improvement plans. Approval of the resolution will result in acceptance of specific improvements listed below and as defined by the Agreement:

1. Internal subdivision street, storm drain basin and utility improvements

While park improvements (landscaping, play structures, etc.) were included in the Agreement for the purposes of reimbursement, those improvements have not been completed as of yet as they are not a part of the project conditions. They will be accepted as part of a separate action.

**FINANCIAL IMPACT:**

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from the Subdivider to the City.

**ALTERNATIVES:**

Should the City not accept the completed improvements, the developer will be reimbursed for improvement he constructed in anticipation of reimbursement.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A: Notice of Acceptance
2. Location Map

**RESOLUTION NO. 24 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN  
CONNECTION WITH IVEYWOOD I SUBDIVISION, AND AUTHORIZING THE  
FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS**

**WHEREAS**, the Subdivider, Joseph Crown Construction and Development, A California Corporation (Subdivider), has requested acceptance of the remaining improvements associated with the Iveywood I Subdivision, and has submitted the required Warranty Bond; and

**WHEREAS**, the improvements consist primarily of street and utilities within the subdivision; and

**WHEREAS**, the City Engineer has certified to this Council that the required improvements for Iveywood I Subdivision, have been completed.

**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 subdivider has completed the remaining improvements for Iveywood I Subdivision.
3. The improvements for Iveywood I Subdivision are accepted.
4. The City Clerk is hereby authorized and directed to record a Notice of Partial Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

\* \* \* \* \*

Recording Requested By:  
City of Madera  
When Recorded, Return To:  
City Clerk  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

---

Fee Waived Per Section 27383 of the Government Code

**NOTICE OF ACCEPTANCE  
OF SUBDIVISION IMPROVEMENTS**

- NOTICE IS HEREBY GIVEN that on October 2, 2024, the City Council of the City of Madera confirmed the satisfactory completion of all subdivision improvements as shown on the plans for Iveywood I Subdivision (Tract No. 19-S-03)

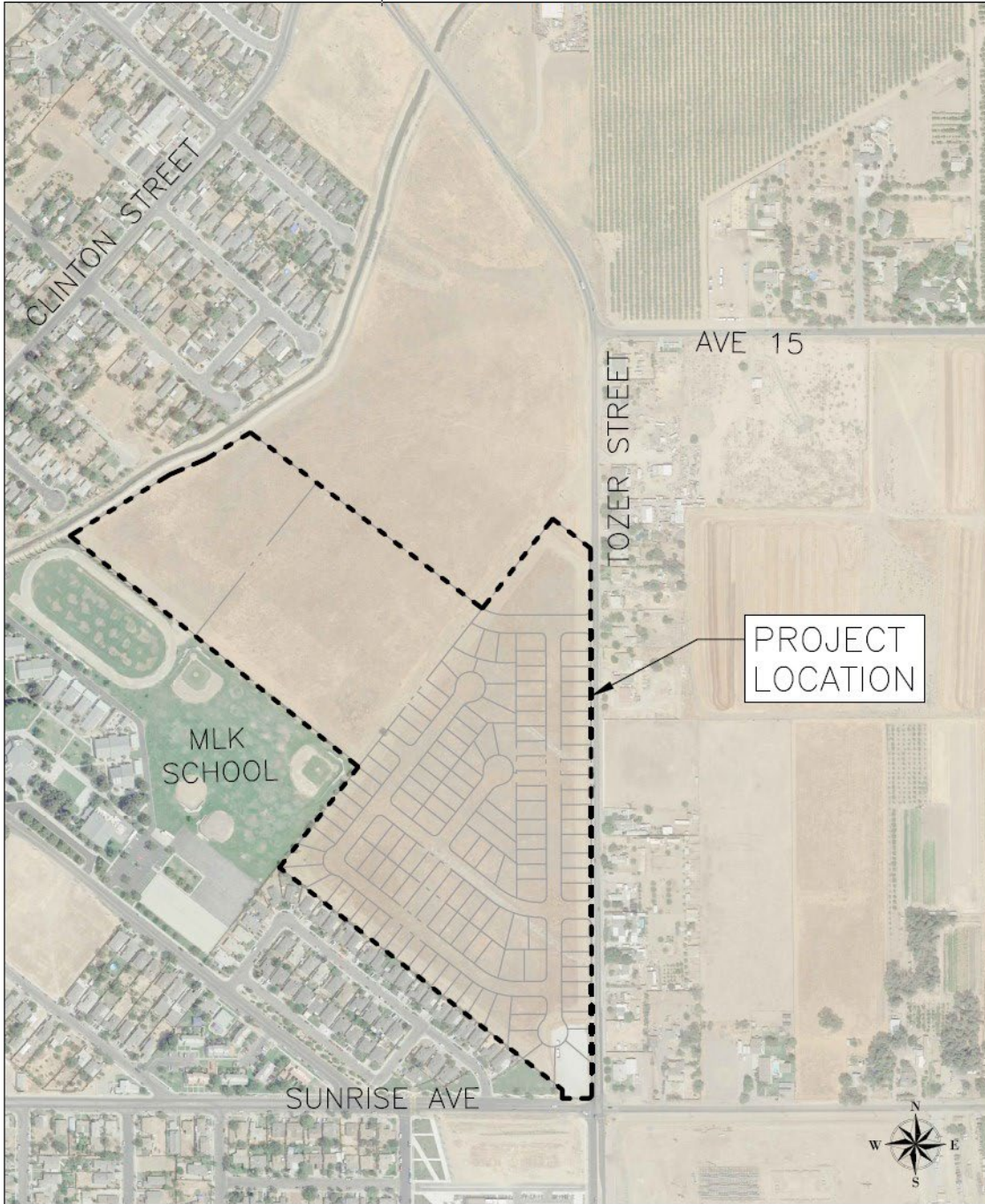
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Alicia Gonzales

City Clerk

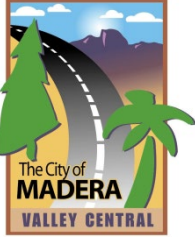
LOCATION MAP



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

IVEYWOOD I  
TRACT 19-S-03

DR BY: EP  
CH BY: TL  
DATE: 11/02/20  
SCALE: NTS  
SHT 1 OF 1



## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: October 2, 2024

Agenda Number: D-1

### SUBJECT:

Resolution establishing a Measure T Annual Work Plan Review

### RECOMMENDATION:

Adopt a Resolution establishing an annual 30-day public review period for Measure T for proposed use of funds by the City

### SUMMARY:

On June 24, 2024, proponents of Measure T filed with the Madera County Clerk-Recorder and Registrar of Voters the Petition to renew an existing sales tax of one-half ( $\frac{1}{2}$ ) cent for local transportation funding for twenty (20) years. The Notice of Intention to Circulate was filed with the Madera County Clerk-Recorder and Registrar of Voters on June 10, 2024 and submitted to the Madera County Board of Supervisors (Board) on July 2, 2024.

The Board passed a resolution submitting the initiative measure, without alteration, to the voters pursuant to Elections Code section 1405; on July 16, 2024.

The Initiative Measure and expenditure plan is the same as the Measure T renewal that was developed by the Measure T Steering Committee with one exception. The final version approved by the Madera County Transportation Commission sitting as the Madera County Transportation Authority, as well as the County Board of Supervisors, the City of Chowchilla and the City of Madera included this language:

“Each jurisdiction will annually identify specific streets and roads that will be prioritized for repair and/or refurbishment and hold annual public meetings to review the proposed plan not less than 30 days prior to adoption by the local jurisdiction and the MCTA board.”

**DISCUSSION:**

As neither the County nor the Cities may amend or change the Initiative Measure at this point, staff recommends adopting a resolution that calls for this review period beginning in 2025 for all Measure T expenditures for as long as such revenues are received.

**FINANCIAL IMPACT:**

None, as the City has already adopted a 15-day review period. This resolution just extends the time for public input and comment.

**ALTERNATIVES:**

Council may elect to reject the Resolution.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO  
EXTEND THE ANNUAL PUBLIC REVIEW PERIOD FOR EXPENDIURES  
RELATED TO MEASURE T TO 30 DAYS**

**WHEREAS**, Measure T is a half-cent sales tax passed by Madera County voters in 2006 which is collected for the sole purpose of funding transportation efforts throughout Madera County,

**WHEREAS**, a Citizens Steering Committee was formed to create a new investment plan for consideration on the November 2024 ballot,

**WHEREAS**, the Madera County Transportation Authority, the County of Madera, the City of Chowchilla and the City of Madera all took action to approve that plan in total;

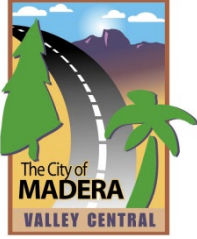
**WHEREAS**, a citizen-led initiative version of the Measure T expenditure plan was placed on the ballot via voter petition based on the previously approved plan,

**WHEREAS**, the citizens expenditure plan did not include a provision included in the original steering committee plan requiring jurisdictions to provide an annual 30-day review period for public comment prior the adoption of the nest fiscal year's Measure T expenditures.

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

1. The City of Madera will annually identify specific streets and roads that will be prioritized for repair and/or refurbishment and hold annual public meetings to review the proposed plan not less than 30 days prior to adoption of the plan by the City Council.
2. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez for  
Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** D-2

**SUBJECT:**

Amendment No. 2 to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services

**RECOMMENDATION:**

Adopt a Resolution Approving the Second Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc. (WCA) Not to Exceed \$200,000 Per Year

**SUMMARY:**

On November 3, 2021, Council approved a three-year Contractor Services Agreement with WCA. The Contractor Services Agreement was set at \$150,000 per year, at the time of approval.

The agreement was set for three years, with the possibility to be extended by mutual written consent for an additional two years. On June 19, 2024, Council approved the first amendment to the Agreement, accounting for an additional \$18,800 over the Agreement threshold, specifically for tree management and maintenance at Lions Town & Country Park. The amendment was needed as the Agreement had reached its allowable expenditure limit due to the amount of work already completed throughout the year.

Now, the Agreement is set to expire on November 3, 2024. The proposed resolution would approve a second amendment to the Agreement extending the term to the allowable additional two years through November 3, 2026. Staff is also recommending increasing the compensation not to exceed \$200,000 per year, instead of \$150,000 per year.

## **DISCUSSION:**

The City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest. This is due to the City being responsible for the maintenance of street trees within the public right-of-way, as well as trees within parks, Landscape Maintenance Districts (LMDs), open spaces, City facilities, and other City properties. The last tree inventory assessment noted the City had approximately 9,250 trees within 16.5 square miles. To keep up with this volume of work, the City utilizes a tree maintenance contractor.

In 2020, a Request for Proposals (RFP), RFP 202122-03, was published in compliance with the City's Purchasing Policy. Based on the submittals received, the review committee at the time recommended an agreement be awarded to West Coast Arborists, Inc. for \$150,000 per year, for a three-year agreement. The agreement amount was based off the estimated annual volume of work and included scope such as annual tree pruning, clearing, and trimming to occur during the year.

Tree management and maintenance at this level, which the City needs, requires higher capabilities. The City opts into contracting for a city-wide tree management and maintenance agreement due to various other factors including:

- **Expertise and Specialization:** External contractors bring specialized knowledge and experience in arboriculture, tree risk assessment, disease control, and urban forestry, ensuring higher quality maintenance and management. During the course of the agreement, WCA has provided expertise on several occasions dealing with how to address specific trees and situations where tree management was assessed.
- **Liability Management:** Tree work can be dangerous, and contracting out allows municipalities to transfer liability for injuries or property damage to the contractor.
- **Budget Constraints:** Specialty tree workers can earn hourly wages that double that of City staff at times, especially if these workers have certification and licenses dealing with Landscape or Worker Climber Specialist certification.
- **Efficiency in Service Delivery:** Private contractors often have streamlined processes and dedicated resources that can lead to faster, more efficient service delivery compared to the internal Parks & Community Services department juggling multiple responsibilities. WCA has proven they have dedicated resources, and efficient processes, and can address needed work immediately at times when there is an urgency.
- **Access to Equipment:** Tree maintenance often requires expensive, specialized equipment such as bucket trucks, woodchippers, and stump grinders. Contracting services eliminates the need for cities to purchase and maintain this equipment.

- Regulatory Compliance: External firms are often better equipped to stay up-to-date with state or federal regulations on tree health, environmental impacts, and urban forestry standards.

WCA is an experienced municipal tree maintenance firm serving agencies throughout California and Arizona since 1972. They have a regional office in Fresno and currently hold tree maintenance contracts with over 300 public agencies. The City has worked with WCA under previous agreements since 2006 and has been pleased with the services received during the duration of each agreement.

The changes being proposed in this second amendment include a change to the agreement amount and a request for WCA to provide monthly status reports. The Parks and Community Services Department serves as the lead department for the management of the contract.

**FINANCIAL IMPACT:**

Since the initial approval of the agreement, set at \$150,000 per year of the agreement, staff has seen the need to increase the agreement not to exceed \$200,000 per year of the agreement, as the annual volume of work has exceeded the limit estimated for the Agreement set in 2021. This increase will allow for the following primarily, but not limited to:

- An increased scope of work per year - increasing the scope will enable additional tree maintenance and management. The current agreement’s cap of \$150,000 per year limits the allowable work WCA has been able to complete.
- The rising costs of labor and materials - Since the agreement was approved in 2021, there has been an increase in costs of labor, fuel, recycling, supplies, equipment, and materials.

Tree maintenance services are budgeted within the Contracted Service line item in Parks Maintenance budget (10206100) and various Landscape Maintenance Zone (LMZ) budgets (45010000 through 45830000). These services are funded by a combination of General Fund, Solid Waste Fund, and the LMZ assessments. The Solid Waste Fund contributes to this contract, which is utilized for right-of-way clearance trimming. The anticipated expenditure has been included in the FY 2024/2025 Adopted Budget.

<b>Table 1: Summary of Contributions</b>	
Fund	Amount
Solid Waste Fund	\$120,000
Landscape Maintenance Zones	\$56,812
General Fund	\$23,188
Total	\$200,000

**ALTERNATIVES:**

Council may elect not to approve the extension request. This will result in the expiration of the current agreement on November 3, 2024. The City would need to prepare and publish a completely new RFP. City staff would have to maintain the areas of responsibility utilizing part-time and full-time staff until an RFP is issued and awarded, as best possible.

**ATTACHMENTS:**

1. Resolution Approving the Second Amendment to Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc. Not to Exceed \$200,000 Per Year
  - a. Exhibit A – Amendment No. 2

**ATTACHMENT 1**

Resolution Approving the Second Amendment to Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc. Not to Exceed \$200,000 Per Year  
Exhibit A – Amendment No. 2

**RESOLUTION NO. 24-\_\_\_\_\_**

**RESOLUTION APPROVING THE SECOND AMENDMENT TO THE  
AGREEMENT FOR TREE MANAGEMENT AND MAINTENANCE SERVICES  
WITH WEST COAST ARBORIST, INC. NOT TO EXCEED \$200,000 PER YEAR**

**WHEREAS**, City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest; and

**WHEREAS**, on November 3, 2021, Council approved a three-year Contractor Services Agreement with West Coast Arborists, Inc. (WCA); and

**WHEREAS**, The Contractor Services Agreement (Agreement) was set for three years; and

**WHEREAS**, the value of the Agreement was set at \$150,000 per year; and

**WHEREAS**, Amendment No. 1 to the Agreement was approved on June 19, 2024, as recorded by Resolution No. 24-99; and

**WHEREAS**, the Agreement is now set to expire on November 3, 2024; and

**WHEREAS**, Amendment No. 2 to the Agreement is needed to document the mutual written consensus to extend the Agreement for an additional two years; and

**WHEREAS**, the allowable additional two-year extension is outlined in Section 2. Commencement of Services; Term of Agreement; and

**WHEREAS**, Amendment No. 2 would set the Agreement not to exceed \$200,000 per year; and

**WHEREAS**, this extension would set the Agreement terms through November 3, 2026; and

**WHEREAS**, Council finds that the Agreement is in the best interest of the City and the residents of Madera.

**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 and are incorporated herein.
2. The City Council approves Amendment No. 2 to the Contractor Services Agreement between the City of Madera and West Coast Arborists, Inc., attached hereto as Exhibit

“A,” which adjusts the contract amount not to exceed \$200,000 per year of the Agreement and sets the Agreement to terminate November 3, 2026.

3. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

Exhibit A

**SECOND AMENDMENT TO AGREEMENT FOR TREE MANAGEMENT AND MAINTENANCE SERVICES WITH WEST COAST ARBORIST, INC. (WCA) NOT TO EXCEED \$200,000 PER YEAR**

This SECOND Amendment to the Contractor Services Agreement for tree management and maintenance services is made by and between the City of Madera, a California municipal corporation, (“City”) and West Coast Arborist, Inc. (WCA), both hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City’s urban forest; and

**WHEREAS**, on November 3, 2021, Council approved a three-year Contractor Services Agreement with West Coast Arborists, Inc. (WCA); and

**WHEREAS**, The Contractor Services Agreement (Agreement) was set for three years; and

**WHEREAS**, the value of the Agreement was set at \$150,000 per year; and

**WHEREAS**, Amendment No. 1 to the Agreement was approved on June 19, 2024, as recorded by Resolution No. 24-99; and

**WHEREAS**, the Agreement is now set to expire on November 3, 2024; and

**WHEREAS**, Amendment No. 2 to the Agreement is needed to document the mutual written consensus to extend the Agreement for an additional two years; and

**WHEREAS**, the allowable additional two-year extension is outlined in Section 2. Commencement of Services; Term of Agreement; and

**WHEREAS**, Amendment No. 2 would set the Agreement not to exceed \$200,000 per year; and

**WHEREAS**, the extension would set Agreement terms through November 3, 2026; and

**WHEREAS**, Council finds that the Agreement is in the best interest of the City and the residents of Madera.

**AMENDMENT**

1. Section 2 of the Agreement entitled "Commencement of Services; Terms of Agreement" is hereby amended as follows:

*The term of this Agreement shall be extended commencing on November 3, 2024, through November 3, 2026.*

2. This SECOND Amendment sets the Agreement amount not to exceed \$200,000 per year.

3. Except as amended by this SECOND Amendment, all other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Madera has caused this SECOND Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and West Coast Arborist, Inc. has executed this SECOND Amendment to the Agreement on the day and year written below.

**CITY OF MADERA**

**WEST COAST ARBORIST, INC.**

\_\_\_\_\_  
Santos Garcia, Mayor

\_\_\_\_\_  
Patrick Mahoney, President

\_\_\_\_\_  
Date

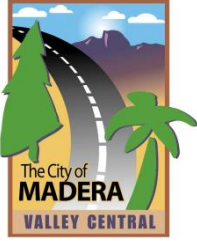
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Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk



## REPORT TO CITY COUNCIL

**Submitted by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

**Council Meeting of:** October 2, 2024

**Agenda Number:** D-3

**SUBJECT:**

City Manager 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 the City Manager At-Will Employment Agreement.

**BROWN ACT ANNOUNCEMENT:**

The Brown Act, pursuant to Government Code § 54953 (c) (3), requires that at the open meeting in which final action is to be taken and prior to taking said final action, the City Council shall publicly announce a summary of the action being considered as to salaries, salary schedules, or compensation paid in the form of fringe benefits. A summary of the Agreement is described below per the text that is required to be read out loud by the Mayor or other designated member of the City Council.

**Announcement** - *If approved, the proposed City Manager's At-Will Employment Agreement will provide the following changes to existing salary and benefits:*

- *The agreement will be for five (5) years beginning December 3, 2024.*
- *The City Manager's base salary will be increased by a 4% cost of living increase (COLA) effective December 3, 2024.*
- *The City will pay an amount equal to 4.2% of base pay into a 457 Deferred Compensation Plan on employee's behalf.*
- *The City will pay the Employer Contribution to California Public Employees' Retirement System (CalPERS).*
- *The City Manager will be eligible to cash-out up to eighty (80) hours of vacation one time each fiscal year.*

- *The City Manager will be eligible for the Holiday Closure between Christmas Day and New Year's Day.*
- *The City Manager will be eligible for an annual COLA between 0% and 5% at the recommendation of the City Council and contingent on a performance evaluation.*
- *Termination of employment without cause will provide a severance payment equal to 12 months salary and value of health benefits, not to exceed the remaining term of the agreement.*

**SUMMARY:**

The City Council (Council) originally entered into an employment agreement with the City Manager in 2018. That agreement term will expire December 2, 2024. Council conducted a performance evaluation with satisfactory results and desires to offer City Manager an At-Will Employment Agreement providing salary and benefits for continued service to the City. An Ad Hoc Committee was appointed that included Mayor Garcia, Councilmember Montes, and Councilmember Evans. The committee negotiated terms of a new agreement with the City Manager, with key terms as follows:

- The agreement will be for five (5) years beginning December 3, 2024.
- Base salary will be increased by a 4% cost of living increase (COLA) effective December 3, 2024.
- The City will pay an amount equal to 4.2% of base pay into a 457 Deferred Compensation Plan on employee's behalf.
- The City will pay the Employer Contribution to CalPERS.
- The City Manager will be eligible to cash-out up to eighty (80) hours of vacation one time each fiscal year.
- The City Manager will be eligible for the Holiday Closure between Christmas Day and New Year's Day.
- The City Manager will be eligible for an annual COLA between 0% and 5% at the recommendation of the City Council and contingent on a performance evaluation.
- Termination of employment without cause will provide a severance payment equal to 12 months salary and value of health benefits, not to exceed the remaining term of the agreement.

**DISCUSSION:**

The City Manager is a direct report of the Council and the terms and conditions of his employment are set in an At-Will Employment Agreement between the Council and the employee. The current City Manager At-Will Employment Agreement was initially negotiated and approved in December 2018, and was subsequently amended in 2019, 2020, 2021, and 2023. That agreement will expire December 2, 2024.

The Council recently conducted a performance evaluation of the City Manager and desires to continue to employ Arnoldo Rodriguez as the City Manager. An Ad Hoc Committee (Ad Hoc) was appointed to negotiate the agreement terms with the employee, consisting of Mayor Garcia, Councilmember Montes, and Councilmember Evans. The Ad Hoc and employee have come to agreement on the following provisions to be included in a new employment agreement.

#### *Term of Agreement*

The agreement will be for five (5) years beginning December 3, 2024, at the expiration of the current employment agreement.

#### *Salary*

The Ad Hoc reviewed and considered compensation data for like positions in municipalities, as well as compensation data for other local public agencies as published by the State Controller's office. The Ad Hoc also reviewed the historical pay adjustments offered to the current City Manager, as well as the City's other employees (Attachment 2). Based on this evaluation, the proposed agreement includes a four percent (4%) COLA to be effective December 3, 2024. During the term of the agreement, the Council may consider annual COLA increases each year beginning December 3, 2025 between zero and five percent (0% - 5%) contingent on a performance evaluation.

#### *Deferred Compensation*

The City currently contributes four point two percent (4.2%) of base salary to a 457 Deferred Compensation Plan for employees represented by the General Bargaining Unit and Mid Management Employee Group, as well as non-sworn members of the Madera Police Officers' Association and Law Enforcement Mid Management Group. The new employment agreement will provide this same benefit to the City Manager.

#### *CalPERS Contributions*

Currently the City Manager pays the Employee Contribution to CalPERS as well as two point three seven five percent (2.375%) of the Employer Contribution. Under the new agreement, the City will pay the full Employer Contribution and the employee will pay the Employee Contribution.

#### *Leave Cash-out*

Currently the City Manager does not have any provisions for cash-out of leave time. The City's represented bargaining units all have provisions for cash-out of accrued leave, as well as the City's unrepresented department heads. The new employment agreement will provide the City Manager the opportunity to request up to eighty (80) hours of vacation cash-out each fiscal year as long as the banked balance is at least one-hundred sixty (160) hours.

#### *Holiday Closure*

The City Manager will be eligible to participate in the Holiday Closure between Christmas Day and New Years Day beginning December 2024 if the benefit is offered to employees.

*Severance Pay*

If terminated without cause, the City Manager will receive twelve (12) months pay and value of health benefits in severance pay, not to exceed the remaining term of the employment agreement.

**FINANCIAL IMPACT:**

Table 1 provides a breakdown of the compensation elements proposed in the new employment agreement not already included when the annual budget was prepared for Fiscal Year 2024/25. Staff will evaluate the City’s overall salary and benefit expenditures during mid-year budget review to determine if a budget amendment is needed to capture the changes.

<b>Table 1. Additional compensation in new City Manager At-Will Employment Agreement</b>	
<i>Compensation Element</i>	<i>FY 2024/25 Increase or Value (rounded)</i>
Base Pay	\$4,890
Deferred Compensation	\$5,339
CalPERS Contribution	\$2,710
Holiday Closure (value of staff time)	\$3,390
Leave Cash-out (assumes 80 hours)	\$8,475

**ATTACHMENTS:**

1. Resolution approving the City Manager At-Will Employment Agreement
  - a. Exhibit A: City Manager At-will Employment Agreement
2. City employee compensation adjustments Fiscal Year 2018-19 to present

## Attachment 1

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A  
CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT**

**WHEREAS**, on November 7, 2018, the City and City Manager entered an At -Will Employment Agreement (“Agreement”) effective December 3, 2018; and

**WHEREAS**, said agreement will expire December 2, 2024; and

**WHEREAS**, the City Council has conducted a performance evaluation of the City Manager and desires to continue employment of Arnolito Rodriguez as City Manager; and

**WHEREAS**, the City Council appointed an ad hoc committee to negotiate the terms of a new employment agreement with the City Manager; and

**WHEREAS**, an At-Will Employment Agreement has been prepared that provides for compensation and benefits to be provided to the City Manager for continued service.

**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 City Manager At-Will Employment Agreement attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit A to Attachment 1**

## **CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT, entered into this 2<sup>nd</sup> day of October, 2024, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Arnaldo Rodriguez (hereinafter referred to as "Employee"), both of whom understand as follows:

### **Recitals**

WHEREAS, Employer desires to continue to employ the services of Arnaldo Rodriguez as City Manager 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 Manager; and

WHEREAS, Arnaldo Rodriguez desires to continue to be employed as City Manager 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 five (5) years from December 3, 2024. The Employer will provide written notice to the Employee on or before September 4, 2029, 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 Manager 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 the effective date of this Agreement, from his position with Employer, upon two (2) month's 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 his 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 twelve (12) months' aggregate salary and value of health benefits

Upon such termination, Employee shall also be compensated for all earned paid leave 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 he resign, then, in that event, Employee may, at his 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 Manager 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 Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager.
- 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 his 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 Manager job duties, the Employer will comply with the law in regard to separating the City Manager 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

Effective December 3, 2024, Employer desires to increase Employee's assigned base pay salary range by four percent (4%), with Employee compensated for services provided a base salary of \$8,475.29 per pay period (City of Madera Salary Schedule M-20-1, Range 587 Step F), payable in installments at the same time as the majority of the Employer's employees.

The Council may review and adjust said base salary annually thereafter by a cost-of-living adjustment (COLA) between zero percent and five percent (0% - 5%). Said salary reviews will be conducted annually on the Employee's anniversary date and will be contingent on a performance review.

#### Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

##### A. Service Credit

For purposes of vacation accrual and floating holiday credit only, employee was credited with eight (8) years of prior public service at time of hire.

##### B. Paid Leave

###### 1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service credit 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 during the current fiscal year and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. The maximum annual cash out will be 80 hours. To be eligible for such cash out provision, employee must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing via email to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

## 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.

Because this agreement is effectuated mid-fiscal year, and Employee was credited with Administrative Leave on July 1, 2024, for the 2024-25 Fiscal Year, the next credit of Administrative Leave will be July 1, 2025.

#### 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.

Because this agreement is effectuated mid-fiscal year, and Employee was credited with floating holiday leave on July 1, 2024, for the 2024-25 Fiscal Year, the next credit of floating holiday leave will be July 1, 2025.

#### 6. Holiday Closure

Employee will receive the same Holiday Closure benefit as that received by employees represented by the Mid Management Employee Group.

### C. 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.

#### D. 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).

Employee previously paid a portion of salary through a pre-tax salary reduction towards the Employer Contribution to CalPERS. Effective the first whole pay period beginning on or after December 3, 2024, Employee will no longer contribute towards the Employer Contribution to CalPERS and Employer will pay the CalPERS Employer Contribution for the applicable retirement plan.

The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

#### E. 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.

#### F. Retiree Paid Health Insurance

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 his or his 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.

#### G. Deferred Compensation

Effective December 3, 2024, Employer agrees to contribute an amount equal to four point two percent (4.2%) of Employee's gross salary into a 457 Deferred Compensation Plan, with the four point two percent (4.2%) rounded to the nearest penny each pay period.

#### H. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, 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 Manager is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time by a majority vote of the City Council.

### 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 his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his 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 his 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 Manager. 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 Manager's 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: City Council, City of Madera, 205 West 4<sup>th</sup> Street, Madera, CA 93637

Employee: On file with the 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 December 3, 2024.
- 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 City Council, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA

By: \_\_\_\_\_  
Arnoldo Rodriguez

By: \_\_\_\_\_  
Santos Garcia, Mayor

ATTEST

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Alicia Gonzalez, City Clerk

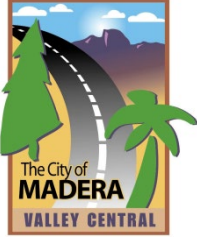
By: \_\_\_\_\_  
Shannon L. Chaffin, City Attorney

## Attachment 2

**City Employee Historical Compensation Adjustments for Full Time Employees\***

Fiscal Year	GBU	MM	MPOA	LEMM	Dept Heads	City Clerk	City Manager
18/19	\$500 lump sum	\$500 lump sum	\$500 lump sum	\$500 lump sum	-	N/A	N/A
19/20	2% COLA 11/23/19	2% COLA 11/23/19	\$1,500 lump sum	-	-	-	-
20/21	\$750 lump sum	\$750 lump sum	2% COLA 1st July check	2% COLA 1st July check	-	-	-
21/22	2% COLA 7/17/21	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 11/6/21	-	-
	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	-
22/23	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	-	-
	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	-	-
	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January
23/24	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check
	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum
	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January	-
24/25	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	2% COLA 1st July check	-
	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	\$1,500 lump sum	-
	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January	2% COLA January	-

\* This table excludes adjustments driven by California Minimum Wage or individual position adjustments made for market conditions.



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_

Alicia Gonzales, City Clerk

  
\_\_\_\_\_

Arnaldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** E-1

**SUBJECT:**

Spanish Language Interpretation at City Council Meetings

**RECOMMENDATION:**

Staff is seeking Council direction regarding the provision of Spanish interpretation services at City Council meetings. Council is asked to consider options for integrating translation services to enhance accessibility for Spanish-speaking residents. Potential options include the use of artificial intelligence (AI)-powered translation solutions or traditional in-person interpretation services.

**SUMMARY:**

The 2020 Census data highlights Madera's diverse demographic, with over 46 percent of residents speaking a language other than English at home, predominantly Spanish. To promote linguistic inclusivity, workshops were held on February 21, 2024 and September 18, 2024, to discuss implementing two-way Spanish-English interpretation services at future Council meetings. During the September 18, 2024 meeting, the Council requested an additional update on these services, including research into providing interpretation in Punjabi.

**BACKGROUND:**

Currently, the City provides translation services on an intermittent basis, depending on the anticipated audience and language needs. This report evaluates two potential solutions for ongoing translation services: AI-powered translation software (WORDLY) and in-person translation provided by City staff.

### **Existing In-person Translation Practices**

Traditionally, the City has relied on City staff to provide in-person interpretation services as needed, with public requests managed through the City Clerk's Office. While a 72-hour notice is recommended for requesting these services to ensure coordination, it is not mandatory.

It is worth noting that the City conducts approximately 19 Regular City Council meetings and 5 Special City Council meetings annually, totaling over 60 hours of meeting time.

### **Bilingual City Staff**

Qualified bilingual staff, particularly those classified the top tier (Tier 3), are able to provide interpretation services in Spanish. For Tier 3 staff eligible for overtime, the hourly overtime rate ranges from \$20.31 to \$38.68. However, Mid-Management and Law Enforcement Mid-Management staff are not eligible for overtime, as interpretation is considered part of their salaried duties. Flexible work schedules may be considered with prior notice, though adjustments could impact daily work assignments.

It is important to note that City staff are assessed using social services bilingual English/Spanish speaking only test, which evaluates speaking abilities in English and standard Spanish. However, this test does not evaluate proficiency in other Spanish dialects. Currently, the City does not have any staff available to provide translation in Punjabi.

<b>Table 1: In-Person Translation Provided by Staff</b>	
<b>Cost<sup>1</sup></b>	<ul style="list-style-type: none"><li>▪ Staff time for translation is estimated at \$20.31 - \$38.68/hour per translator)</li><li>▪ Projected annual cost for staffing: Approximately \$1455 - \$2785 based on 2 meetings per month.</li></ul>
<b>Scheduling</b>	<ul style="list-style-type: none"><li>▪ A voluntary sign-up list may be circulated to Departments to seek volunteers</li><li>▪ Estimated staffing requirements: 1 translator per meeting at 3 hours per meeting (including setup and wrap-up time)</li></ul>
<b>Key Considerations</b>	<ul style="list-style-type: none"><li>▪ Staff translators should be fluent in both languages and able to handle complex content accurately.</li><li>▪ Professionalism ensures accuracy in interpreting specialized terminology.</li><li>▪ Translators should be fluent in both the source and target languages.</li><li>▪ Requires consistent staff availability and potential impacts on regular staffing duties.</li><li>▪ The City holds approximately 19 Regular City Council meetings and 5 Special City Council meetings annually, totaling approximately 67 hours of meeting time.</li></ul>
<sup>1</sup> Assumptions: Cost at 3 hours per meeting x 24 meetings per year	

### **Virtual Accessibility**

WORDLY is an AI-based translation tool offering real-time multilingual translation via smartphones, tablets, and computers. The service supports multiple languages and provides instant translation during meetings.

<b>Table 2: AI Translation</b>	
<b>Cost</b>	<ul style="list-style-type: none"><li>▪ \$500: Wordly Account Set-up &amp; Training for the first month. This will include:<ul style="list-style-type: none"><li>▪ Account Setup and walkthrough</li><li>▪ How to integrate with virtual platform or in-person</li><li>▪ How to switch languages during live sessions</li><li>▪ Best practices for in-person and Zoom meetings</li><li>▪ Training of Meeting organizers</li><li>▪ Guidance on Glossary development</li></ul></li><li>▪ \$9,450 Annually for 70 hours of Wordly use across all languages.</li></ul>
<b>Staff Scheduling</b>	<ul style="list-style-type: none"><li>▪ Requires minimal staff involvement once set up, like Zoom.</li></ul>
<b>Key Considerations</b>	<ul style="list-style-type: none"><li>▪ Supports over 60 languages, including Spanish and Punjabi.</li><li>▪ Instant translation via audio and text.</li><li>▪ Attendees can access translations through their personal devices.</li><li>▪ Reduces the need for live interpreters.</li><li>▪ The City holds approximately 19 Regular City Council meetings and 5 Special City Council meetings annually, totaling approximately 67 hours of meeting time.</li></ul>

### **FINANCIAL IMPACT:**

Upon direction from Council, staff will provide a detailed cost breakdown. Table 1 offers an overview of in-person translation costs while Table 2 provides a synopsis of AI translation costs provided by Wordly.

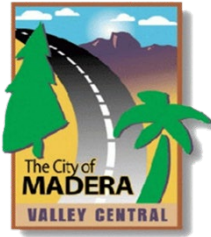
### **ALTERNATIVES:**

Should the Council require additional information, analysis, or research, staff can provide further details on translation services. Options include:

1. Conducting additional research or data collection to address specific concerns.
2. Exploring alternative interpreting services.
3. Continuing with the current in-person translation practices.

### **ATTACHMENT:**

None



## Madera City Council Meeting

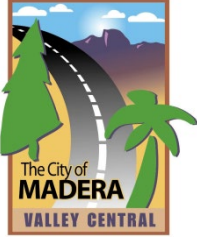
October 2, 2024

Agenda Item: E-2

### **Select Recipient for the Proclamation in the month of November**

**Recommendation:** Request for Councils Selection of a Recipient for the Proclamation Recognizing Small Business Saturday (Report by Alicia Gonzales)

There is no written report for this item.



## REPORT TO CITY COUNCIL

### Groundwater Sustainability Agency

**Approved by:**

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

**Council Meeting of:** October 2, 2024

**Agenda Number:** E-3

**SUBJECT:**

Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Department of Water Resources (DWR) Review of the Annual Report for Water Year 2023

**RECOMMENDATION:**

This is an informational report. Staff will receive comments and direction as may be offered from the City Council (Council)

**SUMMARY:**

On an annual basis, GSAs are required to submit an Annual Report (Report) that documents status of the applicable basin; in this case the Madera Subbasin. The Report provides information and data that illustrate the progress in implementing the projects and programs and impacts from them associated with the GSP relative to the subbasin. The most recent Report was submitted to DWR on March 29, 2024. DWR completed its review in a letter (Letter) dated May 31, 2024. The Letter, included as Attachment 1, however was only received by the GSP's Point of Contact, David's Engineering, on or about September 13, 2024 when the Point of Contact learned of the Letter's existence.

**DISCUSSION:**

Ordinarily, staff would only deem it necessary to update Council with regard to these types of letters if there is information or conclusions that rise to a level that Council should become aware. In staff's review of the Letter, staff concluded an update was warranted.

The premise of the letter is a request for additional information to be used in DWR's

determination of whether the GSP for the subbasin is being implemented in a manner that shows the sustainability goal of the basin will be achieved. In staff's review of the Letter, the nature of comments and requests indirectly and to some degree directly convey a message of concern by DWR.

The following represents a summary of the more meaningful take-aways from staff's review of the Letter:

- 1) DWR has concluded that our subbasin (Madera Subbasin) seems to be exceeding minimum thresholds relative to water levels at multiple locations and that there is no observable and quantifiable benefit that management actions have had any impact on water levels. In plain language, our subbasin's GSP has provided no observable benefit to date.
- 2) DWR notes that there is a lack of progress on a number of actions or plans. Depending on success that exceeds goals in other areas, this lack of progress places the subbasin behind the curve so to speak from meeting sustainability by 2040.
- 3) DWR tracks dry wells. DWR's tracking has shown 37 reports of wells going dry in 2023. Staff also receives the dry well reports. While not actively compiling dry well reports, staff has observed 14 just in the last 30 days prior to completion of this report and is aware on many more in preceding months.
- 4) DWR indicates the request information should be provided as part of an upcoming periodic evaluation of January 31, 2025 and future annual reports. Otherwise DWR may not be able to conclude plans are being implemented in a manner that will likely achieve the sustainability goal. If DWR cannot make that conclusion, the GSPs could be found inadequate and therefore referred to the State Water Resources Control Board (Board).

It's important to note that the Letter prefaces its comments with a statement that additional information is required from the submitting agency to either fulfill data and reporting standards or meet the requirements of the GSP Regulations. And, that is unclear if the GSP is being implemented in a manner likely to achieve the sustainability goals for the basin. While it is true that the story may change if our GSP is able to provide additional background information, it is equally likely or perhaps more likely that the concerns of DWR will only be confirmed or cannot be refuted. For the concerns to be refuted, the statistics associated with the current data will need to be shown as outliers to a much broader or better set of data that shows the water levels are stable or improving. That being acknowledged, the DWR comments, staff's knowledge of the subbasin's efforts and unusually hot summer leaves staff concerned that the subbasin could be declared inadequate and referred to the Board in the next six to twelve months.

In staff's very limited knowledge and expertise, progressing from a determination of inadequate to possible probation is a process that could take twelve to eighteen months based on one example of the Tule Groundwater Agency (Tule). Tule was declared inadequate on March 2, 2023. It was then placed on probation on September 17, 2024. In the case of Tule, it is clear that the consequences of their inadequacy was very real damage to the Friant-Kern Canal due to over pumping. It is not believed that the Madera Subbasin represent the same level of concern. As

such, it is hoped that additional time will be granted to provide the information requested by DWR if it cannot be provided by January 31, 2025 or the annual report dues at the end of March.

**FINANCIAL IMPACT:**

It is not anticipated there will be an impact to the City's General Fund as directly related to this report.

**ALTERNATIVES:**

This report is presented as an update. No actions are recommended. As such, there are no alternatives.

**ATTACHMENTS:**

1. DWR Letter - Annual Reports for the Madera Subbasin, Water Year 2023

**Attachment 1**

DWR Letter - Annual Reports for the Madera Subbasin, Water Year 2023



CALIFORNIA DEPARTMENT OF WATER RESOURCES

# SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street, 8<sup>th</sup> Floor | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

May 31, 2024

John Davids  
Madera Subbasin – Plan Manager  
1772 Picasso Avenue, Suite A  
Davis, CA 95618  
[john@davidsengineering.com](mailto:john@davidsengineering.com)

RE: Annual Reports for the Madera Subbasin, Water Year 2023

Dear John Davids,

As the basin point of contact for the groundwater sustainability plans (GSPs or Plans) in the Madera Subbasin (Subbasin), this letter is to inform you that the Department of Water Resources (Department) has reviewed the annual reports submitted for the Subbasin for Water Year 2023. The Sustainable Groundwater Management Act (SGMA) requires, on April 1 following the adoption of a GSP and annually thereafter, an annual report to be submitted to the Department. The required contents of annual reports are included in the GSP Regulations (23 CCR § 356.2), as is the Department's role in reviewing annual reports (23 CCR § 355.8).

Once an annual report has been submitted, the Department is required to notify the submitting agency of receipt within 20 days, review the information to determine whether the basin's GSPs are being implemented in a manner likely to achieve its established sustainability goal, and notify the submitting agency in writing if additional information is required (23 CCR § 355.8).

Based on the review of the annual reports, Department staff have determined additional information is required from the submitting agency to either fulfill data and reporting standards or meet the requirements of the GSP Regulations (23 CCR § 356.2). Without this information, it is unclear whether the Plans are being implemented in a manner that will likely achieve the sustainability goal for the basin. Staff note three items that warrant requesting additional information pursuant to 23 CCR § 355.8.(b), as explained below.

## 1. Additional Information Related to Monitoring

While the annual reports provide estimates of groundwater elevation and storage change in Subbasin, the groundwater sustainability agencies (GSAs) have not collected monitoring data for a large portion of the monitoring network. For example, groundwater level data has not been collected at nearly 50% of representative monitoring sites. The annual reports indicate that the GSAs are facing ongoing issues

with loss of access and propose potential new monitoring sites. However, staff have noted that ten sites from the current monitoring network have not had a successful measurement in several years due to repeated inaccessibility or destruction, as documented in the reports. Despite not having measurements for several years, these monitoring sites have not been replaced. Department staff request:

- The GSAs either provide the missing information, if available, or provide an analysis of the level of uncertainty created in developing a detailed understanding of groundwater conditions given that measurements for most of the monitoring networks were not collected. Further, the GSAs should explain how future monitoring efforts will either collect data from each of the representative monitoring sites or identify replacement locations where data will be collected.

## 2. Additional Information Related to Progress Toward Implementing the Plans

Based on the measurements that have been collected, minimum thresholds are being exceeded at over 85% of measured wells (6 of 7) in the Upper Aquifer and over 90% of measured wells (15 of 16) in the Lower Aquifer. Staff note that measurements provided for the spring in 2023—which represents a seasonal high for groundwater elevations—are also below established minimum thresholds for three monitoring sites.

While the planned exceedance of minimum thresholds via interim milestones for a temporary period to allow necessary projects and management actions to be developed and implemented has been evaluated and approved by the Department, it is critical the GSAs show actual progress towards implementing those activities and mitigating overdraft. The GSAs have not provided details demonstrating actual progress toward implementing the Plans to address these exceedances. A key management action planned by the GSAs—titled Demand Management—is anticipated to provide over 40% of the demand reduction required (90,000 acre-feet per) in the Subbasin by 2040. The annual reports document that management action has provided no benefit to date despite the expectation that the quantifiable benefit would start in 2020 and increase by 2% (of the total demand reduction amount) annually, for a total cumulative reduction of 10% by 2025. Given the lack of progress to date, it is unclear how the GSAs will reduce groundwater pumping by the proposed 6% per year rate starting in 2026 as anticipated in the Plans to mitigate the ongoing overdraft and raise water levels to minimum threshold levels. Department staff request:

- The GSAs provide a clear and concise explanation of current groundwater conditions, which include how many minimum threshold and interim milestone exceedances are present in the Subbasin and whether they constitute undesirable results.
- The GSAs provide an update to the suite of feasible projects and management actions to mitigate current levels of overdraft in the Subbasin and are likely to

achieve the sustainability goal for the Subbasin and allow water levels to stabilize and recover to minimum thresholds levels by 2040.

### 3. Additional Information Related to Effects to Beneficial Uses and Users of Groundwater

The Department's Dry Well Reporting System received 37 reports of wells going dry during water year 2023 in the Madera Subbasin. However, the annual reports do not mention this and completely lack a discussion of reported effects to beneficial uses and users, property interests, or well infrastructure as groundwater levels continue to decline. Staff believe documenting the effects occurring in the basin, especially wells going dry, is required to effectively implement the planned well mitigation program and demonstrate progress towards implementing the Plans, including achieving interim milestones.

- The GSAs provide a description of the effects to beneficial uses and users, property interests, and well infrastructure that occurred during water year 2023 due to groundwater conditions. This should include a comparison of the observed dry wells to the anticipated level of impact on domestic and municipal wells used to develop estimates in the GSPs and the mitigation plan. The GSAs should also describe how the GSAs are coordinating with these users to manage the Subbasin to avoid significant and unreasonable conditions.

The GSAs should provide additional information to the Department in the upcoming periodic evaluation (required to be submitted before January 31, 2025) and future annual reports. Failure to provide additional information requested may prevent the Department from concluding that the Plans are being implemented in a manner that will likely achieve the sustainability goal for the basin, which may result in the Plans being found inadequate and referred to the State Water Resources Control Board.

A few other minor issues were noted during the review that should be addressed in future annual report submittals including:

- The data submitted to the SGMA Portal needs to be aggregated for the entire basin, rather than separate data submittals for each GSA.
- The basin point of contact should submit one annual report for the entire Subbasin each year with the additional GSA specific information included as appendices, as necessary. The one coordinated annual report should document the aggregated data for the entire Subbasin that was submitted to the SGMA Portal while also presenting the GSA-specific data and information in tabular form.

Please contact the assigned DWR basin point-of-contact or [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov) if you have questions about this notice or the annual reporting process. The Department looks forward to receiving your Water Year 2024 Annual Report by April 1, 2025.

Thank You,

*Paul Gosselin*

Paul Gosselin  
Deputy Director  
Sustainable Groundwater Management