

## REGULAR MEETING OF THE MADERA CITY COUNCIL

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

### NOTICE AND AGENDA

**Wednesday, June 18, 2025**  
**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: 890 2755 9864 #. Press \*9 to raise your hand to comment and \*6 to unmute yourself to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

**CALL TO ORDER:**

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

**INVOCATION:** Pastor Lance Leach, Valley West Christian Center

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

1. Recognition of Madera County Museum 2025 Best of Central California People's Choice Award
2. Proclamation Recognizing June as PRIDE Month
3. Proclamation Recognizing Juneteenth Day
4. Mid Valley Disposal 2025 Scholarship Recipients

**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 – May 21, 2025 and June 11, 2025**

**Recommendation:** Approve the City Council Minutes of May 21, 2025 and June 11, 2025  
(Report by Alicia Gonzales)

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

**Recommendation:** Review Register of Audited Demands Report for May 10, 2025 to June 6, 2025 (Report by Michael Lima)

**B-3 Informational Report on Personnel Activity**

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



**B-4 Certificate of Recognition Honoring Luther Slack**

**Recommendation:** Adopt a Minute Order Approving a Certificate of Recognition Honoring Luther Slack (Report by Alicia Gonzales)

**B-5 Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients**

**Recommendation:** Adopt a Minute Order Approving a Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients (Report by Alicia Gonzales)

**B-6 Accepting All Improvements Associated with the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)**

**Recommendation:** Adopt a Resolution:

1. Accepting Improvements for the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02); and
2. Authorize the Filing of the Notice of Acceptance for Said Subdivision Improvements (Report by Keith Helmuth)

**B-7 Designate the City Manager to Act as the Authorized Representative for Drinking Water State Revolving Fund Applications**

**Recommendation:** Adopt a Resolution Authorizing the City Manager to Act as the Designated Representative of the City for the Purpose of Signing and Submitting of a Drinking Water State Revolving Fund (DWSRF) Application for Project W-T-0001 for the Construction of a 2.5-Million Gallon (MG) Water Tank in Northeast Madera (Report by Keith Helmuth)

**B-8 New Municipal Water Well 37, City Project W-GW-001**

**Recommendation:** Adopt a Resolution Approving the Contract Award for the Municipal Water Well 37, City Project W-GW-001 for \$2,241,758.00 to Steve Dovali Construction, Inc. and a Contingency of 10 percent of the Contract Amount (Report by Keith Helmuth)

**B-9 Landscape Maintenance Agreement within State Right-of Way on Route 145 within the City**

**Recommendation:** Adopt a Resolution Concurring with an Update to the Existing Landscape Maintenance Agreement within State Right-of-Way on State Route (SR) 145 within the City of Madera (Report by Keith Helmuth)

**B-10 Amendment 2 to the Agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, regarding R-94 Bid Package 3 – Sidewalk Improvements at Various Locations**

**Recommendation:** Adopt a Resolution Amending the Agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, in the amount of \$60,320 for Preparation of Land Description Packages (Report by Keith Helmuth)

**B-11 Acceptance of Town & Country Park Restroom Renovation Project – IFB No. 202324-05**

- Recommendation:** Approve Minute Order Approving:
1. Acceptance of the Lions Town & Country Park (LT&C) Restroom Renovation Project, located at 2300 Howard Road, Madera, CA 93637, Specifically Restrooms located between Ballfields 1 & 2; and
  2. The Recording of Notice of Completion; and
  3. The Release of Retention 35 days after the Recording of the Notice of Completion (Report by Joseph Hebert)

**B-12 Program Period 2025-2028 Title VI Plan for Public Transit Services**

- Recommendation:** Adopt a Resolution Approving the City's Program Period 2025-2028 Title VI Plan Regarding Policies and Procedures to Assure Nondiscrimination in Public Transit Services (Report by Michael Lima)

**B-13 Police Patrol Vehicle Computer and Hardware Replacement**

- Recommendation:** Adopt Resolutions:
1. Approving NASPO piggyback contract 23019 for the purchase of computers from Panasonic Connect North America, Division of Panasonic Corporation of North America and NASPO piggyback contract AR3189 for the purchase of hardware from Cradlepoint, Inc. through their authorized dealer CDCE, Inc. in the amount of \$255,857.89; and
  2. Approving a Budget Amendment to the Fiscal Year 2024/25 Operating Budget to appropriate Measure K fund balance funds for the purchase of the computers and hardware (Report by Giachino Chiarmonte)

**B-14 Madera County Breastfeeding Coalition Fee Waiver Request for the 1st Annual Breastfeeding Awareness Walk & Celebration**

- Recommendation:** Adopt a Resolution Waiving the Rental Fees of the Lions Town & Country Park (LT&C) on August 9, 2025, related to the 1st Annual Breastfeeding Awareness Walk & Celebration event hosted by the Madera County Breastfeeding Coalition, at an Anticipated Rental Fee of \$515 (Report by Joseph Hebert)

**B-15 Notice of Completion for the Frank Bergon Senior Center Fence Installation Project**

- Recommendation:** Approve a Minute Order Approving:
1. Acceptance of the New Fence Installation at Frank Bergon Senior Center (FBSC), located at 238 South D Street, Madera, CA 93638; and
  2. The Recording of Notice of Completion; and
  3. The Release of Retention 35 days after the Recording of the Notice of Completion (Report by Joseph Hebert)

**B-16 Acceptance of the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014**

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

1. Acceptance of Construction of the Avenue 13 Sewer Interceptor Rehabilitation Project, SS-00014; 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-17 Amendment No. 5 to Professional Services Agreement with Provost and Pritchard Consulting Group**

**Recommendation:** Adopt a Resolution Approving Amendment No. 5 to the Agreement for Professional Planning Services with Provost & Pritchard Consulting Group (Report by Will Tackett)

**B-18 Appointment to the Transit Advisory Board**

**Recommendation:** Adopt a Resolution Approving the Appointment of Sipho Munyaradzi to the Transit Advisory Board (Report by Michael Lima)

**B-19 City's Participation in the 4th of July Community Event**

**Recommendation:** Adopt Resolutions:

1. Authorizing up to \$5,000 in Payment to the Greater Madera Kiwanis should the 4th of July Community Event not Raise adequate Funds; and
2. Approving a Budget Amendment to the Fiscal Year 2024/2025 Operating Budget to Appropriate General Fund Balance for Payment to the Greater Madera Kiwanis; and
3. Waiving the Fees to Cover the Costs of Police Services of \$2,068 (Report by Giachino Chiaramonte)

**B-20 Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions**

**Recommendation:** Adopt a Resolution Approving a Third Amendment to the Professional Services Agreement with Fire Safety Solutions, Inc. for Building and Fire Plan Review and Inspection Services (Report by Will Tackett)

**C. WORKSHOP: None**

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

**D-1 Consideration of an Agreement with Flexlynqs, LLC for Consultation Services for the Preparation of a Micro-Transit Feasibility Study**

**Recommendation:** Adopt a Resolution approving an Agreement with Flexlynqs, LLC and the City of Madera to provide consulting services for the preparation of a Micro-Transit Feasibility Study in the amount of \$198,505 (Report by Michael Lima)

**D-2 Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for Fire Service Operations**

**Recommendation:** Adopt a Resolution Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for \$7,045,082 (Report by Justin Macomb)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Budget Workshop - Expenses**

**Recommendation:** Seek City Council direction on expenses for the Fiscal Year 2025/26 Proposed Budget (Report by Michael Lima)

**E-2 Presentation of Capital Improvement Program (CIP) for Fiscal Year (FY) 2025/26 to FY 2029/30**

**Recommendation:**

1. Adopt a Minute Order Accepting the Proposed projects in the City's Draft Capital Improvement Program for FY 2025/26 to FY 2029/30; and
2. Authorize the City Engineer to submit the draft 5-year CIP for FY 2025/26 to FY 2029/30 to the Planning Commission for determination of conformity with the General Plan (Report by Keith Helmuth)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

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

**G. CLOSED SESSION:**

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

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

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

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

**Agency Designated Representative:** Arnoldo Rodriguez and Che Johnson

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

**G-3 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**

**Title:** City Attorney

**FUTURE MEETING DATES:**

- Wednesday, July 2, 2025
- Wednesday, July 16, 2025

## **ADJOURNMENT:**

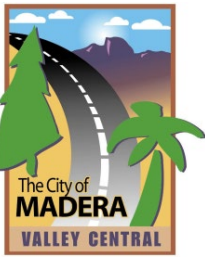
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing [cityclerkinfo@madera.gov](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 details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
  - Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 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 June 18, 2025, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 6:30 p.m. on June 12, 2025.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	05/21/2025
Adopted:	06/18/2025

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

**May 21, 2025**  
**6:00 p.m.**

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

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

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

### **ROLL CALL:**

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

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, Division Fire Chief Justin Macomb, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Police Commander Josiah Arnold, Deputy City Engineer Ellen Bitter, Assistant Engineer Alexis Raymundo, Administrative Analyst I (Engineering) Nicole Say, WWTP Lead Operator (Andres) Drew Martinez and Communication Specialist Joseph Carrello.

**INVOCATION:** Pastor Fred Thurman, New Life Assembly

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Rodriguez

### **APPROVAL OF AGENDA:**

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER ZACHARIA, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

### **PRESENTATIONS:**

1. Proclamation Recognizing National Foster Care Awareness Month
2. Proclamation Recognizing Public Works Week

### **PUBLIC COMMENT:**

*The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda,*

*and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.*

No Public Comment was presented. Public Comment was closed.

**A. PUBLIC HEARINGS:**

**A-1 Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2025/26**

**Recommendation:** Adopt a Resolution Approving the Measure T AEP for FY 2025/26 and Authorizing Submission of the AEP to the Madera County Transportation Authority (MCTA) for Adoption (Report by Keith Helmuth)

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

RES 25-85                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2025/26 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION

**A-2 Public Hearing to Amend the Community Development Block Grant (CDBG) 2024-2025 Annual Action Plan**

**Recommendation:** Adopt a Resolution Approving the Amendment of the 2024-2025 Community Development Block Grant Annual Action Plan to allocate \$372,064.92 of HOME Investment Partnership Program (HOME) fund and the City's portion of \$127,935.08 for a total of \$500,000 (Report by Michael Lima)

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER ZACHARIA, ITEM A-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-86                    RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AMENDMENT OF THE 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN TO ALLOCATE \$372,064.92 OF HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND THE CITY'S PORTION OF \$127,935.08 FOR A TOTAL OF \$500,000

**A-3 Initiation of Proceedings for the Annexation of the Tract 24-S-02 Colett–Martin Subdivision into Community Facilities District 2005-1**

**Recommendation:** Adopt a Resolution Declaring Its Intention to Annex Territory (Tract 24-S-02/TSM 2024-04, Colett–Martin Subdivision) to Community Facilities District No. 2005-1 (Public Services), to Authorize the Levy of Special Taxes Therein, and Setting Public Hearing (Annexation No. 15) (Report by Will Tackett)

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

RES 25-87                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (TRACT 24-S-02/TSM 2024-04, COLETT-MARTIN SUBDIVISION) TO THE CITY OF



MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, AND SETTING PUBLIC HEARING (ANNEXATION NO. 15)

**A-4 Initiation of Proceedings for the Annexation of the Tract 24-S-01 Adell Subdivision into Community Facilities District 2005-1**

**Recommendation:** Adopt a Resolution Declaring Its Intention to Annex Territory (Tract 24-S-01/TSM 2024-02, Adell Subdivision) to Community Facilities District No. 2005-1 (Public Services), to Authorize the Levy of Special Taxes Therein, and Setting Public Hearing (Annexation No. 16) (Report by Will Tackett)

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

RES 25-88                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (TRACT 24-S-01/TSM 2024-02, ADELL SUBDIVISION) TO THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, AND SETTING PUBLIC HEARING (ANNEXATION NO. 16)

**B. CONSENT CALENDAR:**

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

ITEM B-12 WAS PULLED FOR DISCUSSION.

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

**B-1 Minutes – May 7, 2025**

**Recommendation:** Approve the City Council Minutes of May 7, 2025 (Report by Alicia Gonzales)

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

**Recommendation:** Review Register of Audited Demands Report for April 26, 2025 to May 9, 2025 (Report by Michael Lima)

**B-3 Informational Report on Personnel Activity**

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

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

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

**B-5 Assignment of an Airport Ground Lease Agreement from 4160 & 4170 Aviation Drive, LLC, to TDP AIR, LLC**

**Recommendation:** Adopt a Resolution Approving the Assignment of Lease Agreement– Airport Property #2 from 4160 & 4170 Aviation Drive, LLC, to TDP AIR, LLC (Report by Arnolando Rodriguez)

RES 25-89                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ASSIGNMENT OF AN AIRPORT GROUND LEASE AGREEMENT FROM 4160 & 4170 AVIATION DRIVE, LLC, TO TDP AIR, LLC

**B-6      Piggyback Purchase Agreement Change Order and Budget Amendment for Fleet Division-Related Purchases**

**Recommendation:** Adopt a Resolution Approving the Sourcewell Piggyback Agreement Change Order in the Amount of \$3,066.68 for the Purchase of Safe & Clean Tractor from Pioneer Farm Equipment Co. and a Budget Amendment Increasing the Fleet Acquisition Budget by \$19,067 for the Change Order Plus the Purchase Price of a Flail Mower (Report by Michael Lima)

RES 25-90                    RESOLUTION APPROVING THE SOURCEWELL PIGGYBACK AGREEMENT CHANGE ORDER FOR THE PURCHASE OF A SAFE & CLEAN TRACTOR

**B-7      Consultant Services Agreement with Madera Unified School District for Summer 2025 Camp**

**Recommendation:** Adopt a Resolution Approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Expanded Learning Opportunities Program (ELOP) Summer Camps 2025, not to exceed \$47,744 (Report by Joseph Hebert)

RES 25-91                    RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR THE EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP) SUMMER CAMPS 2025, NOT TO EXCEED \$47,744

**B-8      Pacific Gas & Electric (PG&E) Charitable Contribution Donation Program**

**Recommendation:** Adopt a Resolution Accepting Pacific Gas & Electric Company’s Charitable Contribution Donation of \$10,000 for Movies in the Park for Summer 2025 (Report by Joseph Hebert)

RES 25-92                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING PACIFIC GAS & ELECTRIC COMPANY’S CHARITABLE CONTRIBUTION DONATION OF \$10,000 FOR MOVIES IN THE PARK SUMMER 2025

**B-9      One Easement Deed for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761**

**Recommendation:** Adopt a Resolution Approving an Agreement for Purchase of an Easement at 401 S. Lake Street (APN 011-032-013) (Knox-Kennedy LLC) (Report by Keith Helmuth)

RES 25-93                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT 401 S LAKE STREET, MADERA, CA 93638 (APN 011-032-013)

**B-10 Temporary Authority for the City Manager to Offer Higher than C-step for Certain Classifications**

**Recommendation:** Adopt a Resolution Providing the City Manager Temporary Authority to Offer Candidates Considered for Deputy City Engineer, Senior Civil Engineer, Associate Civil Engineer, Senior Planner, and Associate Planner Positions Higher than C-step on the Assigned Salary Range for the Classifications (Report by Wendy Silva)

RES 25-94 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA PROVIDING THE CITY MANAGER TEMPORARY AUTHORITY TO OFFER DEPUTY CITY ENGINEER, SENIOR CIVIL ENGINEER, ASSOCIATE CIVIL ENGINEER, SENIOR PLANNER, AND ASSOCIATE PLANNER CANDIDATES HIGHER THAN C-STEP ON THE ASSIGNED SALARY RANGE

**B-11 Construction Agreement with Floyd Johnston Construction**

**Recommendation:** Adopt a Resolution Ratifying a Construction Agreement with Floyd Johnston Construction Memorializing Purchase Order No. 30230276 for Emergency Sewer Repairs During the January 2023 Winter Storms Disaster Event (Report by Wendy Silva)

RES 25-95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RATIFYING A CONSTRUCTION AGREEMENT WITH FLOYD JOHNSTON CONSTRUCTION MEMORIALIZING PURCHASE ORDER NO. 30230276 FOR EMERGENCY SEWER REPAIRS DURING THE JANUARY 2023 WINTER STORMS DISASTER EVENT

**B-12 Authorization for the Sale of a Police Service Horse**

**Recommendation:** Approve a Minute Order Authorizing the Sale of a Police Service Horse for \$1.00 (Report by Giachino Chiaramonte)

**C. WORKSHOP:** None

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

**D-1 Landscape and Lighting Assessment District Zones of Benefit: Engineer's Report and Intention to Levy and Collect Annual Assessment for City Wide Landscape and Lighting Assessment District Zones of Benefit for Fiscal Year 2025/2026**

- Recommendation:**
1. Adopt Resolution Ordering The City Engineer To File A Report With Regard To City Wide Landscape And Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year (FY) 2025/26; and
  2. Adopt a Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A,

17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, & 51 for FY 2025/26 And Setting Date For Public Hearing (Report by Keith Helmuth)

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

RES 25-96            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ORDERING THE CITY ENGINEER TO FILE A REPORT WITH REGARD TO CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2025/26

RES 25-97            A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2025/26 AND SETTING DATE FOR PUBLIC HEARING

**D-2      Consideration of Agreements with MV Public Transportation, Inc. for Transit Services Management and Operations and for use of Office Space at the City's Transit Center**

**Recommendation:**    1. Adopt a Resolution Approving an Agreement for Management and Operation of Madera Transit Services with MV Public Transportation, Inc. for a two-year term beginning July 1, 2025, through June 30, 2027; and  
                                     2. Adopt a Resolution Approving a Lease Agreement with MV Public Transportation, Inc. for a two-year term beginning July 1, 2025, through June 30, 2027 (Report by Michael Lima)

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

RES 25-98            A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR MANAGEMENT AND OPERATIONS SERVICES WITH MV PUBLIC TRANSPORTATION, INC. IN THE AMOUNT OF \$5,354,619.56

RES 25-99                    A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT FOR USE OF OFFICE SPACE AT THE TRANSIT CENTER WITH MV PUBLIC TRANSPORTATION, INC.

**D-3      Real-Time Crime Center Acquisition**

**Recommendation:** Adopt a Resolution Approving the City of Alhambra, California, Piggyback Agreement C2M24-64 and the Customer Terms and Conditions for the Purchase of Real-Time Crime Center Software from Peregrine Technologies, Inc., dba Peregrine for \$84,000 (Report by Giachino Chiarmonte)

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER ZACHARIA, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-100                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE CITY OF ALHAMBRA PIGGYBACK AGREEMENT C2M24-64 AND THE CUSTOMER TERMS AND CONDITIONS FOR THE PURCHASE OF PEREGRINE FROM PEREGRINE TECHNOLOGIES IN THE AMOUNT OF \$84,000

**E.      ADMINISTRATIVE REPORTS:**

**E-1      Pavement Management Plan Update**

**Recommendation:** Informational item regarding the recently completed Pavement Distress Survey and Analysis and acceptance of Pavement Management Program Update Report (Report by Keith Helmuth)

**E-2      Informational Report on Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for Fire Service Operations**

**Recommendation:** Informational Item on Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026. No action is being requested as part of this item (Report by Justin Macomb)

**E-3      Valley Water Collaborative Request for Contribution**

**Recommendation:** Receive presentation from representative of the Valley Water Collaborative regarding request for funding and provide direction to staff (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-3 APPROVING PATHWAY B WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

**F.      COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

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

Councilmember Montes had nothing to report.

Councilmember Zacharia asked and by consensus Council agreed to place an item on the next agenda that focuses on having a transit pilot program that addresses low ridership and air emissions from buses driving around empty.

Councilmember Evans recognized that the Fire Department did a great job in putting out a mobile home fire at The Meadows. She commended everybody in the City that participated in that clean up.

Councilmember Mejia attended the Nu'u Yavi on May 9<sup>th</sup>, the 18<sup>th</sup> Annual Madera County Memorial on May 13<sup>th</sup>, and volunteered as a panelist at the Madera Technical Center on May 21<sup>st</sup>. She reminded everyone that Madera Street Eats will hold their first event on May 23<sup>rd</sup> at 5:00 p.m. at Courthouse Park. There will be food and live music.

Mayor Pro Tem Rodriguez stated he had been appointed to the San Joaquin Valley Air Pollution Control District. He attended the May 11<sup>th</sup> Greater Madera Kiwanis Mother's Day Run fundraiser and he is looking forward to the 4<sup>th</sup> of July Fireworks Spectacular. He and Councilmember Zacharia can be contacted if anyone wants to donate to that event.

Councilmember Villegas mentioned that he was a volunteer panelist at Madera Technical Center for three (3) days.

Mayor Gallegos mentioned that she attended a Neighborhood Watch event that took place at Madera Apartments and she also attended the O.L.I.V.E. 10 year anniversary event. Mayor Gallegos stated that a big tree went down on Mainberry Drive and City crews had cut, shredded and removed the tree before she got home that day. She was able to see their work through her Ring camera.

**G. CLOSED SESSION:**

**G-1 Conference with Legal Counsel – Anticipated Litigation**

Deciding whether to initiate litigation pursuant to paragraph 4 of subdivision (d) of Government Code Section §54956.9

One Case

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

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

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

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

**Agency Designated Representative:** Arnoldo Rodriguez and Che Johnson

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

City Attorney Shannon Chaffin made the closed session announcement at 8:33 p.m. Mr. Chaffin and Council returned from Closed Session at 9:35 p.m. Mr. Chaffin stated there was no reportable action.

**FUTURE MEETING DATES:**

- Wednesday, June 18, 2025
- Wednesday, July 2, 2025

**ADJOURNMENT:** Meeting was adjourned at 9:36 p.m.

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ALICIA GONZALES, City Clerk

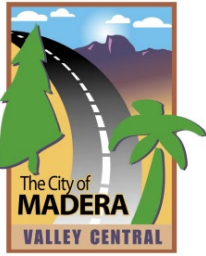
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CECELIA K. GALLEGOS, Mayor

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MINUTES PREPARED BY  
ZELDA LEÓN, Deputy City Clerk





Item:	B-1
Minutes for:	06/11/2025s
Adopted:	06/18/2025

## **Minutes of a Special Meeting of the Madera City Council**

**June 11, 2025  
7:00 p.m.**

**Council Chambers  
City Hall**

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

**CALL TO ORDER:** Meeting was called to order at 7:24 p.m.

### **ROLL CALL:**

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

Absent: Councilmember Steve Montes, District 3

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, Director of Financial Services Michael Lima, and Communications Specialist Joseph Carrello.

**INVOCATION:** None.

**PLEDGE OF ALLEGIANCE:** None.

### **APPROVAL OF AGENDA:**

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. ABSENT: COUNCILMEMBER MONTES.

### **PUBLIC COMMENT:**

*Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.*

No Public Comment was presented. Public Comment was closed.

#### **A. WORKSHOP:**

##### **A-1 Fiscal Year 2025-2026 Budget Workshop – Revenues**

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

No Public Comment was presented. Public Comment was closed.

**FUTURE MEETING DATES:**

- Wednesday, June 18, 2025
- Wednesday, July 2, 2025

**ADJOURNMENT:** Meeting was adjourned at 8:03 p.m.

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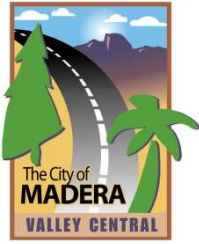
ALICIA GONZALES, City Clerk

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CECELIA K. GALLEGOS, 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:** June 18, 2025

**Agenda Number:** B-2

### SUBJECT:

Informational Report on Register of Audited Demands

### RECOMMENDATION:

Review Register of Audited Demands Report for May 10th to June 6th, 2025.

### SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of May 10th to June 6th, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

**Table 1: Warrant Distribution Summary**

Description	Check #'s	Amount
General Warrants	42441 – 42626	\$3,231,861.49

**Table 2: Wire Transfer Summary**

Description	Vendor	Amount
Payroll and Taxes	US Bank	\$1,358,645.33
SDI	EDD	\$6,051.94
CalPERS Payment	CalPERS	\$465,640.73

### DISCUSSION:

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

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

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT**  
**June 18, 2025**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42441	05/20/2025	PD OPERATIONS	PD Operations	VASQUEZ, RYAN	PER DIEM - LESS LETHAL & DIVERSIONARY DEVICES	322.50
42442	05/20/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 01/25	25,040.21
42442	05/20/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 02/25	22,859.33
42442	05/20/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	ENERGY LOSSES 10/02/23 - 02/29/24	134,571.19
42443	05/20/2025	PARKS ADMINISTRATION	Insurance Reimb.	DAVE BANG ASSOCIATES, INC. OF CALIFORNIA	SRAN PLAYGROUND - ARSON REPLACEMENT WORK	5,900.97
42444	05/20/2025	GRANTS	GRANT OVERSIGHT	NATIONAL COMMUNITY DEVELOPMENT ASSOCIATI	NCDA MEMBERSHIP DUES	470.00
42444	05/20/2025	GRANTS	HOME PJ	NATIONAL COMMUNITY DEVELOPMENT ASSOCIATI	NCDA MEMBERSHIP DUES	470.00
42445	05/20/2025	CITY ADMIN	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	CRISCOM CONSULTANT SERVICES	4,000.00
42446	05/20/2025	PD OPERATIONS	PD Operations	GIBBS, JOSHUA	PER DIEM - LESS LETHAL & DIVERSIONARY DEVICES	322.50
42447	05/20/2025	ENGINEERING	Water Mtnc/Operations	DAVIDS ENGINEERING, INC.	PROFESSIONAL ENG SVS FOR APRIL 2025	493.73
42448	05/20/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL FLEET - BULK FUEL	1,215.48
42448	05/20/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - PROPANE	2,890.40
42449	05/20/2025	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	1,026.00
42450	05/20/2025	FIRE	Fire	NVB EQUIPMENT, INC.	ENGINE 56 AC REPAIR	2,616.90
42451	05/20/2025	ENGINEERING	Engineering	FACILITY DESIGNS INC	OFFICE CHAIR - ENGINEERING	748.50
42452	05/20/2025	ENGINEERING	Sewer Capital Outlay	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	15,447.63
42453	05/20/2025	WATER OPERATION	Water Mtnc/Operations	AMERICAN WATER WORKS ASSOCIATION	AWWA ANNUAL MEMBERSHIP	5,020.00
42454	05/20/2025	FACILITIES	Deferred Maintenance	MD PROFESSIONAL PAINTING, INC.	CITY HALL EXTERIOR PAINTING	5,920.00
42455	05/20/2025	CITY ATTORNEY	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY 03/25	26,047.92
42456	05/20/2025	FACILITIES	Facilities Maintenance	AZCO SUPPLY, INC.	TRAFFIC SIGNAL BULBS	519.60
42456	05/20/2025	FACILITIES	Facilities Maintenance	AZCO SUPPLY, INC.	SIGNAL PARTS	4,666.66
42456	05/20/2025	FACILITIES	Facilities Maintenance	AZCO SUPPLY, INC.	SIGNAL POLES	2,760.38
42457	05/20/2025	FINANCE	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 05/10/25 - 06/10/25	99.00
42458	05/20/2025	ENGINEERING	RSTP - FED EX	C3 ELECTRIC, INC.	TS-35 LAKE & SHERWOOD TRAFFIC SIGNAL PROJECT	33,641.97
42459	05/20/2025	FACILITIES	Deferred Maintenance	R & H WHOLESALE SUPPLY, INC.	DOOR HANDLES	3,086.47
42460	05/20/2025	FINANCE	Finance	FORVIS MAZARS, LLP	FYE REPORTS-CITY SCO, TRANSIT, & SPECIAL DISTRICT	4,725.00
42461	05/20/2025	FINANCE	Building	AT&T	04/25 CALNET SERVICE 9391026407	31.90
42461	05/20/2025	FINANCE	Comm & Rec Centers	AT&T	04/25 CALNET SERVICE 9391026396	2.09
42461	05/20/2025	FINANCE	Fire	AT&T	04/25 CALNET SERVICE 9391026402	31.90
42461	05/20/2025	FINANCE	Sr Citizen Community Serv	AT&T	04/25 CALNET SERVICE 9391026403	34.48
42461	05/20/2025	FINANCE	Sr Citizen Community Serv	AT&T	04/25 CALNET SERVICE 9391026398	31.74
42461	05/20/2025	FINANCE	PD Operations	AT&T	04/25 CALNET SERVICE 9391026401	31.62
42461	05/20/2025	FINANCE	PD Operations	AT&T	04/25 CALNET SERVICE 9391059143	2,008.19
42462	05/20/2025	FINANCE	AIRPORT OPS	AT&T	04/25 FIRSTNET SERVICE 287302656036	134.61
42462	05/20/2025	FINANCE	Building	AT&T	04/25 FIRSTNET SERVICE 287302656036	149.76
42462	05/20/2025	FINANCE	City Clerk's Office	AT&T	04/25 FIRSTNET SERVICE 287302656036	89.74
42462	05/20/2025	FINANCE	City Council	AT&T	04/25 FIRSTNET SERVICE 287302656036	256.24
42462	05/20/2025	FINANCE	Code Enforcement	AT&T	04/25 FIRSTNET SERVICE 287302656036	44.87
42462	05/20/2025	FINANCE	Comm & Rec Centers	AT&T	04/25 FIRSTNET SERVICE 287302656036	49.92
42462	05/20/2025	FINANCE	COMPUTER MAINT	AT&T	04/25 FIRSTNET SERVICE 287302656036	767.77
42462	05/20/2025	FINANCE	Engineering	AT&T	04/25 FIRSTNET SERVICE 287302656036	272.36

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42462	05/20/2025	FINANCE	Facilities Maintenance	AT&T	04/25 FIRSTNET SERVICE 287302656036	805.53
42462	05/20/2025	FINANCE	Finance	AT&T	04/25 FIRSTNET SERVICE 287302656036	159.51
42462	05/20/2025	FINANCE	Fleet Maintenance	AT&T	04/25 FIRSTNET SERVICE 287302656036	44.87
42462	05/20/2025	FINANCE	GRANT OVERSIGHT	AT&T	04/25 FIRSTNET SERVICE 287302656036	94.79
42462	05/20/2025	FINANCE	HR/RISK MGT	AT&T	04/25 FIRSTNET SERVICE 287302656036	49.92
42462	05/20/2025	FINANCE	Parks	AT&T	04/25 FIRSTNET SERVICE 287302656036	244.82
42462	05/20/2025	FINANCE	Parks Administration	AT&T	04/25 FIRSTNET SERVICE 287302656036	49.92
42462	05/20/2025	FINANCE	Planning	AT&T	04/25 FIRSTNET SERVICE 287302656036	94.79
42462	05/20/2025	FINANCE	STREETS	AT&T	04/25 FIRSTNET SERVICE 287302656036	49.92
42462	05/20/2025	FINANCE	Recreation	AT&T	04/25 FIRSTNET SERVICE 287302656036	89.74
42462	05/20/2025	FINANCE	UB - Garbage	AT&T	04/25 FIRSTNET SERVICE 287302656036	0.67
42462	05/20/2025	FINANCE	UB - Sewer	AT&T	04/25 FIRSTNET SERVICE 287302656036	0.67
42462	05/20/2025	FINANCE	UB - Water	AT&T	04/25 FIRSTNET SERVICE 287302656036	1.35
42462	05/20/2025	FINANCE	WWTP	AT&T	04/25 FIRSTNET SERVICE 287302656036	49.92
42462	05/20/2025	FINANCE	City Manager	AT&T	04/25 FIRSTNET SERVICE 287302656036	140.08
42462	05/20/2025	FINANCE	PD Operations	AT&T	04/25 FIRSTNET SERVICE 287302965625	6,581.47
42463	05/20/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	160.00
42464	05/20/2025	RECREATION	Sports Programs	BSN SPORTS	FUTSAL BALLS	155.82
42465	05/20/2025	ENGINEERING	Water Capital Outlay	CDM SMITH INC.	ENGINEERING SERVICES FOR WELL 37	5,535.50
42466	05/20/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR 05/09/2025 PAYROLL	824.44
42467	05/20/2025	PD OPERATIONS	PD Operations	COMCAST	05/25 SVS 8155500320092096	221.26
42468	05/20/2025	PD OPERATIONS	PD Operations	CEDERQUIST, BRENT	PER DIEM - SLI SESSION #5	258.00
42469	05/20/2025	ENGINEERING	Engineering	DIAMOND COMMUNICATIONS	ALARM PROGRAMMING SERVICE - ENGINEERING	339.50
42469	05/20/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - 2558 CONDOR DR	35.00
42469	05/20/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - 2558 CONDOR DR	174.50
42469	05/20/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
42470	05/20/2025	FACILITIES	Sewer Mtnc/Operations	E & M ELECTRIC & MACHINERY, INC.	AVEVA SOFTWARE SUPPORT	2,751.00
42470	05/20/2025	FACILITIES	Water Mtnc/Operations	E & M ELECTRIC & MACHINERY, INC.	AVEVA SOFTWARE SUPPORT	5,502.00
42470	05/20/2025	FACILITIES	WWTP	E & M ELECTRIC & MACHINERY, INC.	AVEVA SOFTWARE SUPPORT	19,257.00
42471	05/20/2025	FLEET ACQUISITION	Fleet Acquisition	FOLSOM LAKE FORD	NEW POLICE PATROL CAR	56,803.99
42472	05/20/2025	SEWER OPERATIONS	Sewer Mtnc/Operations	INDUSTRIAL ELECTRICAL CO.	GENSET SERVICE - FAIRGROUNDS	1,176.36
42472	05/20/2025	SEWER OPERATIONS	Sewer Mtnc/Operations	INDUSTRIAL ELECTRICAL CO.	GENSET SERVICE - SEWER LIFT	1,176.36
42472	05/20/2025	WWTP	WWTP	INDUSTRIAL ELECTRICAL CO.	GENSET SERVICE - WWTP	3,448.96
42472	05/20/2025	WATER OPERATIONS	Water Mtnc/Operations	INDUSTRIAL ELECTRICAL CO.	VFD PARTS FOR WELL 24	3,019.07
42472	05/20/2025	WATER OPERATIONS	Water Mtnc/Operations	INDUSTRIAL ELECTRICAL CO.	GENSET SERVICE - PW	1,859.95
42473	05/20/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	STREET LIGHTS	5,910.45
42473	05/20/2025	STREETS	STREETS	JAM SERVICES INC	RADAR SIGN - ELLIS	5,304.25
42474	05/20/2025	RECREATION	Aquatics Programs	CHARLES LUECKER, AUTHORIZED SIGNER	SHIPPING CHARGE FOR TELESCOPIC POLE	5.10
42475	05/20/2025	ENGINEERING	Sewer Capital Outlay	MADERA COUNTY	DEBRIS REMOVAL	34,257.87
42476	05/20/2025	WATER OPERATIONS	Water Mtnc/Operations	MADERA PUMPS, INC.	PULL MOTOR & DIAGNOSTICS TESTING #60722	4,900.00
42477	05/20/2025	PD OPERATIONS	Code Enforcement	MOTOROLA SOLUTIONS INC.	APX 4000 UHFR1 MHZ MODEL 2 PORTABLE	5,477.88
42477	05/20/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	APX 4000 UHFR1 MHZ MODEL 2 PORTABLE	185.30
42477	05/20/2025	PD OPERATIONS	MEAS K - PD	MOTOROLA SOLUTIONS INC.	APX 4000 UHFR1 MHZ MODEL 2 PORTABLE	49,978.28
42477	05/20/2025	PD OPERATIONS	JAG Grants	MOTOROLA SOLUTIONS INC.	APX 4000 UHFR1 MHZ MODEL 2 PORTABLE	25,735.41

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42478	05/20/2025	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SERVICES R-94 PW SIDEWALK IMPROVEMENT	3,334.50
42479	05/20/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	04/25 SERVICE 1715785853-5	1,724.05
42479	05/20/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	04/25 SERVICE 5225647713-5	14.29
42479	05/20/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	04/25 SERVICE 1598348280-1	88.05
42479	05/20/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	04/25 SERVICE 9787342989-4	180.06
42479	05/20/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	04/25 SERVICE 5207933925-6	93.31
42479	05/20/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	04/25 SERVICE 8675479583-8	51.70
42479	05/20/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	04/25 SERVICE 0443905948-8	10.05
42479	05/20/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	04/25 SERVICE 6948316261-1	20.18
42480	05/20/2025	ENGINEERING	LTF - Streets	SALEM ENGINEERING GROUP	R-94 BIKE LANE TESTING LAB	1,294.00
42481	05/20/2025	FINANCE	CFD 2006 Debt Fund	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 03/30/25 - 06/29/25	63.26
42481	05/20/2025	FINANCE	Water Mtn/Operations	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 03/30/25 - 06/29/25	253.04
42481	05/20/2025	FINANCE	Water Quality Control	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 03/30/25 - 06/29/25	63.26
42481	05/20/2025	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 03/30/25 - 06/29/25	126.52
42482	05/20/2025	ENGINEERING	Engineering	SPARKLETTS	ENGINEERING - DRINKING WATER	94.41
42483	05/20/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/09/25 PAYROLL	493.14
42484	05/20/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING AND DISPOSAL	39,255.39
42485	05/20/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES - APRIL 2025	600.00
42486	05/20/2025	WATER OPERATIONS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 24-32) #7992003	3,000.00
42487	05/20/2025	WATER OPERATIONS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 24-38) #9897503	3,000.00
42488	05/20/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	PAYMENT FOR PORTION OF PROPERTY 349 S C ST	3,921.80
42489	05/20/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	PAYMENT FOR PORTION OF PROPERTY 348 S B ST	1,727.28
42490	05/20/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	PAYMENT FOR PORTION OF PROPERTY 348 S B ST	1,727.28
42491	05/20/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	PAYMENT FOR PORTION OF PROPERTY 348 S B ST	1,727.28
42492	05/20/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	PAYMENT FOR PORTION OF PROPERTY 101 W DUNHA	1,000.00
42493	05/20/2025	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	PARTIAL REFUND-KIDDIE POOL OUT OF SVS 1008742.(	80.00
42494	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - BERGON 1009019.002	100.00
42495	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC PAVILION 1009147.002	50.00
42496	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLED PARK RENTAL REFUND - LTC	50.00
42496	05/20/2025	RECREATION	Parks	OTP- PARKS REFUNDS	CANCELLED PARK RENTAL REFUND - LTC	115.00
42497	05/20/2025	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	PARTIAL REFUND-KIDDIE POOL OUT OF SVS 1008662.(	160.00
42498	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC PAVILION 1009159.002	50.00
42499	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - MCNALLY SHELTER 1008992.	50.00
42499	05/20/2025	RECREATION	Parks	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - MCNALLY SHELTER 1008992.	50.00
42500	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - MSR PAVILION 1008978.002	50.00
42501	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM GYM 1009088.0(	100.00
42502	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - MCNALLY PARK 1009157.002	50.00
42503	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY 1009069.002	50.00
42504	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY YOUTH HUT 100916	50.00
42505	05/20/2025	RECREATION	Aquatics Programs	OTP- PARKS REFUNDS	PARTIAL REFUND-KIDDIE POOL OUT OF SVS 1008810.(	80.00
42506	05/20/2025	RECREATION	General Trust Fund	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM MR 1009023.002	300.00
42507	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923606	97.36
42508	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925430	147.07
42509	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917501	175.28



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42510	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920403	298.89
42511	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917136	288.99
42512	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 3533131	27.68
42513	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919264	28.79
42514	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924073	274.26
42515	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926400	23.86
42516	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000297	87.96
42517	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924616	57.21
42518	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923088	89.74
42519	05/20/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9898394	30.14
42520	05/27/2025	CITY ADMIN	STREETS	HICKMAN, JAMIE	PER DIEM - TRI-STATE SEMINAR LLC	344.50
42521	05/27/2025	PARKS ADMINISTRATION	Insurance Reimb	DAVE BANG ASSOCIATES, INC. OF CALIFORNIA	SRAN PLAYGROUND REPAIRS - ARSON DAMAGE	79,194.48
42522	05/27/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 04/25	118,560.97
42522	05/27/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 04/25	76,681.57
42523	05/27/2025	PW ADMIN	STREETS	URANGO, MARIO	REIMBURSEMENT - DOT LICENSE FEE	98.00
42524	05/27/2025	INFORMATION SERVICES	COMPUTER MAINT	ZOHO CORPORATION	MANAGE ENGINE SOFTWARE LICENSE RENEWAL	11,344.00
42525	05/27/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	79.34
42525	05/27/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	223.57
42525	05/27/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	58.27
42525	05/27/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	47.72
42525	05/27/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	105.16
42525	05/27/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	420.86
42525	05/27/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	700.96
42525	05/27/2025	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	97.97
42525	05/27/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	436.51
42525	05/27/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	210.46
42525	05/27/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	2,637.76
42525	05/27/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	3,049.20
42525	05/27/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	854.10
42525	05/27/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	2,016.84
42525	05/27/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	4,739.03
42525	05/27/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	4,311.84
42525	05/27/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	1,536.58
42525	05/27/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	211.08
42525	05/27/2025	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	86.28
42525	05/27/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	9,230.53
42525	05/27/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 05/01/25-05/15/25	516.00
42526	05/27/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	BENEFITS BROKER SERVICES	3,750.00
42527	05/27/2025	ENGINEERING	Transport. Impact Fee	CORNERSTONE STRUCTURAL ENGINEERING GROUP, B-02	DESIGN SERVICES FOR WESTBERRY BRIDGE	2,790.39
42528	05/27/2025	ENGINEERING	FAU CMAQ	ORANGE COAST TITLE COMPANY OF	PRELIMINARY REPORT	750.00
42528	05/27/2025	ENGINEERING	LTF - Streets	ORANGE COAST TITLE COMPANY OF	PRELIMINARY REPORT	250.00
42529	05/27/2025	UB - WATER	UB - Garbage	TELEPHONE DOCTOR INC	ONLINE LEARNING - UB	497.50
42529	05/27/2025	UB - WATER	UB - Sewer	TELEPHONE DOCTOR INC	ONLINE LEARNING - UB	497.50
42529	05/27/2025	UB - WATER	UB - Water	TELEPHONE DOCTOR INC	ONLINE LEARNING - UB	995.00

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42530	05/27/2025	INFORMATION SERVICES	Computer Replacement	AMS.NET, INC.	STORAGE/SERVER REFRESH PROJECT - PHASE I	4,569.19
42531	05/27/2025	STREETS	STREETS	ISMAEL VALENZUELA	TREE REMOVAL	5,850.00
42532	05/27/2025	ENGINEERING	Sewer Capital Outlay	GATEWAY PACIFIC CONTRACTORS, INC.	WWTP24-01 IMPROVEMENTS PROJECT	372,150.00
42533	05/27/2025	HR/RISK MGT	INS/RISK MGT	BAKER, DONELSON, BEARMAN, CALDWELL & BERKE	LEGAL SERVICES - FEMA APPEAL	2,103.00
42534	05/27/2025	PW ADMIN	Water Quality Control	DELLAVALLE LABORATORY, INC.	WATER ANALYSIS - BACTERIOLOGY	1,652.00
42535	05/27/2025	FINANCE	MEAS K - FIRE	AT&T	04/25 CALNET SERVICE 9391068734	61.97
42536	05/27/2025	ENGINEERING	Engineering	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SVS	1,921.26
42536	05/27/2025	ENGINEERING	Engineering	AKEL ENGINEERING GROUP, INC.	ON-CALL TASK 1027-2025	6,026.75
42537	05/27/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 06/25	911.31
42538	05/27/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 06/25	871.88
42539	05/27/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #26 06/25	864.36
42540	05/27/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	160.00
42541	05/27/2025	CITY ADMIN	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - 2025 STRATEGIC PLANNING BOARD MEET	279.50
42542	05/27/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, I	PRE-EMPLOYMENT SVS	803.00
42543	05/27/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 05/01/25-05/15/25	10,710.00
42544	05/27/2025	INFORMATION SERVICES	COMPUTER MAINT	GLOBAL CTI GROUP	MITEL PHONE MAINTENANCE	725.00
42545	05/27/2025	INFORMATION SERVICES	Computer Acq & Maint	GRUBER TECHNICAL INC.	GPS MAINTENANCE AGREEMENT	1,798.92
42546	05/27/2025	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6042	1,189.80
42547	05/27/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	2,205.50
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9894051	100.00
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9923730	200.00
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9915613	200.00
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	HOSE FAUCET TIMER REBATE - 9913577	26.66
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9899994	41.14
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 7468109	175.00
42548	05/27/2025	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 6725001	97.56
42549	05/27/2025	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 04/25	636.00
42550	05/27/2025	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2024 PROPERTY TAX APN - 013-220-002-000	1,492.30
42550	05/27/2025	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2024 PROPERTY TAX APN - 013-220-003-000	2,063.20
42551	05/27/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT	83.60
42552	05/27/2025	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	365.74
42552	05/27/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	6,447.51
42552	05/27/2025	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	231.42
42553	05/27/2025	FINANCE	Finance	NICHOLS CONSULTING ENGINEERS, CHTD.	STATE MANDATED COST CONSULTING	3,800.00
42554	05/27/2025	HR/RISK MGT	HR/RISK MGT	OCCU-MED, LTD.	EXAM SERVICES	4,932.50
42555	05/27/2025	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SERVICES R-000094 BID PACKAGE 3	3,520.00
42556	05/27/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 1619119913-8	121.75
42556	05/27/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 6690755760-8	118.08
42556	05/27/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/25 SERVICE 1902328695-8	23.82
42557	05/27/2025	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 04/25	301.91
42558	05/27/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT SQUIRREL CONTROL - 1	150.00
42559	05/27/2025	FLEET ACQUISITION	Fleet Acquisition	TRU-TRAILERS, INC.	14' LANDSCAPE TRAILER #5011	13,114.36
42559	05/27/2025	FLEET ACQUISITION	Fleet Acquisition	TRU-TRAILERS, INC.	8' FLATBED TRAILER #5010	7,593.61
42560	05/27/2025	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	38.01

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42560	05/27/2025	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	38.01
42560	05/27/2025	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	1.60
42560	05/27/2025	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	103.94
42560	05/27/2025	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	13.67
42560	05/27/2025	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	51.97
42560	05/27/2025	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/25-05/10/25	266.11
42561	05/27/2025	ENGINEERING	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2023 WATER METER PROJECT	46,910.91
42562	05/27/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	480.00
42562	05/27/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
42563	05/27/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
42564	05/27/2025	PARKS ADMINISTRATION	Sports Programs	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	70.00
42565	05/27/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
42566	05/27/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
42567	05/27/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7306003	897.02
42568	05/27/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 7588012 101 E LINCOLN	110.92
42569	05/27/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920984	218.42
42570	05/27/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9895858	49.04
42571	05/27/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9895859	27.19
42572	05/27/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923526	106.08
42573	06/02/2025	PD OPERATIONS	PD Operations	HARRY D. WILSON INC.	BMW 1250 - SERVICE	478.77
42574	06/02/2025	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	250.00
42575	06/02/2025	PD OPERATIONS	PD Operations	LEATHAM FAMILY, LLC	PD BADGE ORDER	182.50
42576	06/02/2025	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	75.78
42577	06/02/2025	PD OPERATIONS	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	4,000.00
42578	06/02/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 04/16/25-04/30/25	282.19
42578	06/02/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 05/01/25-05/15/25	697.43
42578	06/02/2025	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,736.22
42578	06/02/2025	PD OPERATIONS	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL PD - 09.21.2022	118.32
42578	06/02/2025	PD OPERATIONS	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL PD - 01.12.2023	74.62
42579	06/02/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	1,050.00
42580	06/02/2025	FACILITIES	Facilities Maintenance	MESA ENERGY SYSTEMS, INC	HVAC - NEW USER	464.00
42581	06/02/2025	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	113.05
42581	06/02/2025	FINANCE	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	182.30
42581	06/02/2025	FINANCE	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	698.20
42581	06/02/2025	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	17.50
42581	06/02/2025	FINANCE	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	132.85
42581	06/02/2025	FINANCE	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	887.65
42581	06/02/2025	FINANCE	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	561.33
42581	06/02/2025	FINANCE	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	1,480.11
42581	06/02/2025	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	1,675.20
42581	06/02/2025	FINANCE	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	304.38
42581	06/02/2025	FINANCE	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	86.90
42581	06/02/2025	FINANCE	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	60.80
42581	06/02/2025	FINANCE	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	688.09

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42581	06/02/2025	FINANCE	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	336.30
42581	06/02/2025	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	942.07
42581	06/02/2025	FINANCE	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 05/25	182.00
42582	06/02/2025	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	39.00
42582	06/02/2025	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	39.00
42582	06/02/2025	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	351.00
42582	06/02/2025	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	78.00
42582	06/02/2025	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	117.00
42582	06/02/2025	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	78.00
42582	06/02/2025	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	39.00
42582	06/02/2025	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	19.50
42582	06/02/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	19.50
42582	06/02/2025	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	39.00
42582	06/02/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/25	39.00
42583	06/02/2025	INFORMATION SERVICES	Computer Replacement	AMS.NET, INC.	STORAGE/SERVER REFRESH PROJECT PHASE II	84,059.63
42584	06/02/2025	STREETS	STREETS	INTERNATIONAL COATINGS COMPANY, INC.	TRAFFIC PAINT	5,868.78
42585	06/02/2025	FIRE	Fire	JOHN DOWDING	WINDOW COVERINGS	4,227.69
42586	06/02/2025	INFORMATION SERVICES	Computer Replacement	TECHSMITH CORPORATION	SNAGIT RENEWAL	1,430.00
42587	06/02/2025	FIRE	MEAS K - FIRE	MADERA AG SUPPLY	CDF - SAWS E-258	3,608.69
42588	06/02/2025	BUILDING	Building	AMERICAN BUSINESS MACHINES	COPIER LEASE	133.31
42589	06/02/2025	ENGINEERING	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	2,727.25
42590	06/02/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	1,085.00
42590	06/02/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	417.00
42591	06/02/2025	PD OPERATIONS	PD Operations	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	1,800.00
42592	06/02/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR 05/23/2025 PAYROLL	824.44
42593	06/02/2025	FINANCE	COMPUTER MAINT	COMCAST	05/25 SVS 8155500320322006	36.46
42594	06/02/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 04/25	87.50
42594	06/02/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 04/25	21.88
42594	06/02/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 04/25	21.88
42594	06/02/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 04/25	43.74
42595	06/02/2025	PW ADMIN	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	32.50
42595	06/02/2025	PW ADMIN	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.12
42595	06/02/2025	PW ADMIN	Fleet Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	47.50
42595	06/02/2025	PW ADMIN	Parks	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	32.50
42595	06/02/2025	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.12
42595	06/02/2025	PW ADMIN	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.13
42595	06/02/2025	PW ADMIN	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	73.13
42596	06/02/2025	PD OPERATIONS	Code Enforcement	FRESNO CITY COLLEGE	REGISTRATION FEE - LAWS OF ARREST	84.00
42596	06/02/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	4,832.00
42597	06/02/2025	PD OPERATIONS	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	1,119.04
42598	06/02/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 05/25	295.00
42599	06/02/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 05/25	8,515.44
42600	06/02/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR	3,897.00
42601	06/02/2025	PD OPERATIONS	PD Operations	OCCU-MED, LTD.	EXAM SERVICES	922.00

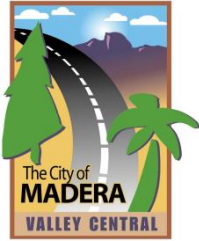
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42602	06/02/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3819620697-30	81.78
42602	06/02/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/25 SERVICE 8307681856-2	881.00
42602	06/02/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	05/25 SERVICE 2000655655-7	2,020.24
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 5237156686-1	44.53
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 1013877191-9	64.20
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3352588453-3	154.04
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 7928098441-4	50.08
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3499945233-6	112.78
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 4318089701-9	21.71
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 8178280304-3	149.15
42602	06/02/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 7949615676-5	20.63
42602	06/02/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/25 SERVICE 2173157566-4	2,106.12
42602	06/02/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/25 SERVICE 8788837242-9	10.31
42602	06/02/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3642526071-2	68.18
42602	06/02/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9651992016-7	205.21
42602	06/02/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 9172110863-6	15,495.89
42603	06/02/2025	ENGINEERING	LTF - Streets	PROVOST & PRITCHARD CONSULTING	ON-CALL ENGINEERING FOR PROJECT B-000006	314.60
42603	06/02/2025	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACE	427.50
42603	06/02/2025	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	3,243.10
42604	06/02/2025	PD OPERATIONS	PD Operations	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	1,175.00
42605	06/02/2025	WATER OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	23,845.43
42606	06/02/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/23/25 PAYROLL	558.98
42607	06/02/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	7-11 Plan Check	168.75
42607	06/02/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP CHECK 25-147	225.00
42607	06/02/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	KB HOMES MAP CHECK & IMPROVEMENT PLAN CHEC	1,005.00
42608	06/02/2025	HR/RISK MGT	Parks	OVERPAYMENTS	OVERPAYMENT - 25M-02672	382.21
42608	06/02/2025	HR/RISK MGT	Parks Administration	OVERPAYMENTS	OVERPAYMENT - 25M-02672	46.76
42608	06/02/2025	HR/RISK MGT	Insurance Reimb	OVERPAYMENTS	OVERPAYMENT - 25M-02672	48.70
42609	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - MCNALLY PICNIC SHELTER	50.00
42610	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
42611	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
42612	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
42613	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
42614	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
42615	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
42616	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
42617	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY NORTH BALL FIEI	50.00
42618	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
42619	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION	50.00
42620	06/02/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
42621	06/02/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921245	215.67
42622	06/02/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908060	27.06
42623	06/02/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904130	103.33
42624	06/02/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920492	34.95



CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42625	06/02/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926029	186.66
42626	06/02/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923644	296.29
706	05/12/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
707	05/12/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/09/25	14,902.79
707	05/12/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/09/25	1,798.00
708	05/14/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/14/25	333.33
709	05/21/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/20/25	67.49
710	05/13/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/13/25	1,221.18
711	05/21/2025	FINANCE	General Capital Projects	BANC OF AMERICA PUBLIC CAPITAL CORP	ENGIE SOLAR PROJECT	223,608.25
712	05/21/2025	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 03/25	634,695.56
712	05/21/2025	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 04/25	637,625.93
714	05/27/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/23/25	14,859.10
714	05/27/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/23/25	1,805.38
715	05/28/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/28/25	1,065.56
716	05/28/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 05/23/25 PAYROLL	34,284.25
717	05/29/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/29/25	804.75
718	05/29/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
719	05/30/2025	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	05/25 MONTHLY DUES	2,737.50
720	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
721	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
722	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
723	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
724	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
725	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
726	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
727	06/05/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00

**BANK #1 - US BANK GENERAL ACCOUNT TOTAL**

**\$ 3,231,861.49**



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources  
Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-3

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

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

**SUMMARY:**

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the May 21, 2025, City Council agenda.

**DISCUSSION:**

The Civil Service Commission (Commission) met June 2, 2025, to review eligibility lists for civil service recruitments. Lists were approved for the following classifications:

- Water System Worker I
- Water System Worker III

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

Table 1. New Hires and Re-hires				
Name	Position	Department	Status*	Effective Date
Irene Rosales	Police Officer Trainee	Police	FT	5/19/25
Daniel Ruby	Police Officer II	Police	FT	5/19/25
Marcus Chum	Police Officer Trainee	Police	FT	5/19/25



**Table 1. New Hires and Re-hires, continued**

Name	Position	Department	Status*	Effective Date
Jeff Placencia	Facilities Maintenance Technician	Public Works – Electrical and Facilities Division	FT	5/20/25
Tyler Collins	Police Officer Trainee	Police	FT	5/20/25
Teresa Pugsley-Cordova	Water System Worker I	Public Works – Water Distribution Division	FT	6/2/25
Gaige Bonderer	Police Officer Trainee	Police	FT	6/2/25
Kaylie Valencia-Nungaray	Lifeguard	Parks & Community Services	PT	6/3/25

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

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

**Table 2. Promotions, Transfers, or Assignment Changes**

Name	Old Position	New Position	Effective Date
Jerardo Arce Mendez	Parks Worker II	Public Works Maintenance Worker II	5/17/25

The following employees separated from employment since our last report.

**Table 3. Separations**

Name	Position	Department	Status*	Effective Date
Da Vyne Oglesby	Lifeguard	Parks & Community Services	PT	2/6/25
Ismael Salas Delgado	Parke Aide	Parks & Community Services	PT	5/7/25
Anayely Rodriguez	Public Works Maintenance Worker I	Public Works – Airport	PT	5/14/25
Vanessa Cedeno Manzo	Program Leader I	Parks & Community Services	PT	5/14/25
Ia Vang	Accountant I	Finance	FT	5/16/25

<b>Table 3. Separations, continued</b>				
Name	Position	Department	Status*	Effective Date
Tyler Morris	Intern	Information Technology	PT	5/16/25
Sonia Pompa	Lifeguard	Parks & Community Services	PT	5/24/25
Lora Alva	Police Officer II	Police	FT	5/30/25
Robert Ramirez Jr.	Construction Inspector I	Engineering	FT	5/30/25
Les Jorgensen	Special Transportation Projects – Licensed	Engineering	PT	6/5/25

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

#### **FINANCIAL IMPACT:**

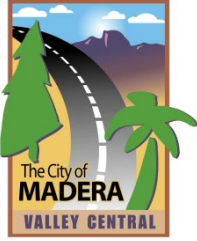
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions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

#### **ALTERNATIVES:**

This report is for informational purposes only.

#### **ATTACHMENTS:**

None

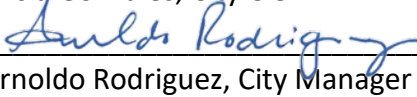


## REPORT TO CITY COUNCIL

**Approved by:**

  
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Alicia Gonzales, City Clerk

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-4

**SUBJECT:**

Certificate of Recognition Honoring Luther Slack

**RECOMMENDATION:**

Adopt a Minute Order Approving a Certificate of Recognition Honoring Luther Slack

**SUMMARY:**

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

In this context, Councilmember Anita Evans submitted a request on May 31, 2025, for a Certificate of Recognition honoring Mr. Luther Slack for his decades of service to the community.

Mr. Luther Slack, a past President of the Madera NAACP Branch 1084, played a key role in reinstating Youth Council 1830 and initiated the “Back to School, Stay in School” rally for middle schools in Madera Unified. He consistently demonstrated leadership, compassion, and a strong spirit of service. A proud U.S. Navy retiree and lifetime member of the NAACP, Mr. Slack devoted himself to uplifting the community. By recognizing Mr. Slack, the City honors the importance of individual contributions in fostering a strong and vibrant Madera.

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

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at Mr. Slack's memorial service. In the alternative, Council may:

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

**ATTACHMENTS:**

1. Email requesting a "Certificate of Recognition Honoring Luther Slack" from Councilmember Anita Evans dated May 31, 2025.

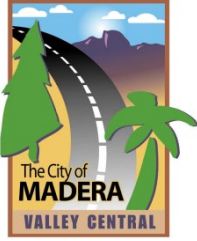
**From:** [Anita Evans](#)  
**To:** [Alicia Gonzales](#)  
**Subject:** Luther Slack - Trailblazer of Madera  
**Date:** Saturday, May 31, 2025 11:12:06 AM

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Good morning! LUTHER SLACK'S service will be Saturday 6/21/25 11:00 am Family Community Church 2434 E Nees Ave  
Fresno, CA 93720  
United States.

I would like to request a Proclamation for Brother Luthe Slack for the City Council. I will get you more information for you. But, I just wanted to make sure I got the request in, in time.

Thank you,  
Councilwoman Evans  
Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

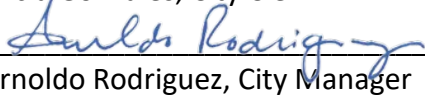


## REPORT TO CITY COUNCIL

**Approved by:**

  
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Alicia Gonzales, City Clerk

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-5

**SUBJECT:**

Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients

**RECOMMENDATION:**

Adopt a Minute Order Approving a Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients

**SUMMARY:**

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

In this context, the Madera Chamber of Commerce submitted a request on June 4, 2025, for Certificates of Recognition honoring Farmer of the Year, 2025 Lifetime Achievement Recipients, and 4 Around 40 Recipients.

The award recipients are listed in Table 1.

<b>Table 1: Award Recipients</b>	
<b>Recipients</b>	<b>Recognition</b>
Jim Unti	Sr. Farmer of the Year
Gerry Desmond	Lifetime Achievement
Philip and Klina Oberti	Lifetime Achievement
Robert Poythress	Lifetime Achievement
Elaine Bethel-Fink	Lifetime Achievement
Tami Jo Nix	Lifetime Achievement ( <i>Memorial Honoree</i> )
Brian Davis	4 Around 40
Nick Davis	4 Around 40
Nichole Mosqueda	4 Around 40
Nicki Rincon	4 Around 40

The Madera Chamber of Commerce has announced Jim Unti as the 2025 Senior Farmer of the Year. A lifelong resident of Madera County, Jim has dedicated over 82 years to the region and continues to farm to this day. A dinner honoring Mr. Unti will be held on June 19, 2025, at 6:00 p.m. at the Madera Municipal Golf Course.

Each year, the Chamber also presents Lifetime Achievement Awards to individuals who have demonstrated a sustained and meaningful commitment to the Madera community. Honorees are recognized for their contributions in one or more of the following areas: business, agriculture, economic development, education, community and cultural enrichment, healthcare advancement, and government relations.

Additionally, the Chamber's 4 Around 40 Awards recognize outstanding young professionals who exemplify civic engagement, professional success, and leadership. These individuals are selected for their collaborative spirit, mentorship, motivation of others, and demonstrate integrity in both business and service.

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

#### **FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at the Senior Farmer of the Year Dinner on July 19<sup>th</sup> and the Lifetime Achievement Awards Dinner on August 7th. In the alternative, Council may:

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

**ATTACHMENTS:**

1. Email requesting a "Certificate of Recognition Honoring Farmer of the Year, Lifetime Achievement Recipients, and 4 Around 40 Recipients" from the Madera Chamber of Commerce President Debi Bray



**From:** [Debi Bray](#)  
**To:** [REDACTED]  
**Subject:** Request for Certificate - Senior Farmer of the Year, Lifetime Achievement, & 4 Around 40  
**Date:** Wednesday, June 4, 2025 4:03:15 PM  
**Attachments:** [JimUntiForPromo \(1\).png](#)  
[PressReleaseJim Unti - 2025SeniorFarmer.docx](#)

---

Hello All –

I would like to request certificates or resolutions from the elected officials, or body of elected officials you represent.

On June 19, we will recognize Jim Unti as our Senior Farmer of the Year. I have attached the dinner information as well as his bio.

On August 7, we will honor our Lifetime Achievement awards. This and the Senior Farmer of the Year are the highest honors that are given by the Madera Chamber of Commerce.

At our Lifetime Achievement Awards dinner, we will also recognize our 4 Around 40 recipients.

Here are a list of our Lifetime Achievement Recipients:

Gerry Desmond  
Philip and Klina Oberti  
Robert Poythress  
Elaine Bethel-Fink  
Memorial Honoree – Tami Jo Nix

Here is the listing of our 4 Around 40 awardees:

Brian Davis  
Nick Davis  
Nichole Mosqueda  
Nicki Rincon

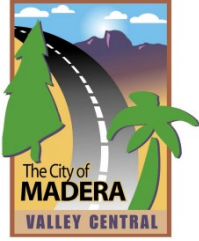
Please call or email me if you have any questions.

I would also appreciate it if you could let me know if you will be providing certificates or resolutions.

Please know you are appreciated.


Thank you in advance for working with us.

Debi Bray, President/CEO  
Madera Chamber of Commerce  
120 North E Street  
Madera CA 93638  
Telephone 559.673.3563



## REPORT TO CITY COUNCIL

Approved by:

  
Keith Helmuth, P.E., Department Director

  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-6

### SUBJECT:

Accepting all improvements associated with the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)

### RECOMMENDATION:

Adopt a Resolution:

1. Accepting improvements for the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements

### SUMMARY:

The Subdivider, DMP Development Corporation, Inc., a California Corporation (Subdivider), has completed the off-site public improvements associated with the Vineyard Estates Phase III-A 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 improvements completed for the Vineyard Estates Phase III-A Subdivision (Subdivision).

### DISCUSSION:

The Subdivision is an 88-lot residential development generally located northeast of the intersection of Sunset Avenue and Road 24. The Council approved the Agreement and Final Map on August 3, 2022.

It is appropriate for the Council to accept the completed improvements as the improvements have been completed and implemented in accordance with City Specifications and conform to current City standards and as required by the Conditions of Approval for the Subdivision. The improvements proposed for acceptance as part of the action represent the final acceptance of improvements associated with the Subdivision.

Acceptance of the public improvements required of the Subdivider is permitted per Section 10-2.712.3 of the Madera Municipal Code. The Subdivider has previously paid all required fees and provided payment and performance bonds sufficient to cover uncompleted work. Performance bonds are returned following acceptance in accordance with 10-2.708.7.1 of the Madera Municipal Code. Payment bonds are returned six months following acceptance so long as no claims have been made against the bonds.

All required public improvements for this subdivision have been completed. In accordance with the Agreement, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house. This is common practice for new residential subdivisions to avoid damaging sidewalk as houses are being constructed.

**FINANCIAL IMPACT:**

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from the Subdivider to the City.

**ALTERNATIVES:**

If Council does not accept the completed improvements, the City will not provide regular maintenance that includes street sweeping, pavement maintenance, street light maintenance, etc.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A: Notice of Acceptance
2. Location Map

## **Attachment 1**

Resolution

**RESOLUTION NO. 25 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN  
CONNECTION WITH VINEYARD ESTATES PHASE III-A SUBDIVISION (TRACT  
NO. 21-S-02), AND AUTHORIZING THE FILING OF A NOTICE OF  
ACCEPTANCE FOR SUCH IMPROVEMENTS**

**WHEREAS**, the Subdivider, DMP Development Corporation, Inc., A California Corporation (Subdivider), has requested acceptance of the improvements associated with the Vineyard Estates Phase III-A Subdivision, and has submitted the required Warranty Bond; and

**WHEREAS**, the improvements consist of street, storm drain and utilities within the subdivision; and

**WHEREAS**, the City Engineer has certified to this Council that the required improvements for Vineyard Estates Phase III-A 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 improvements for Vineyard Estates Phase III-A Subdivision.
3. The improvements for Vineyard Estates Phase III-A Subdivision are accepted.
4. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

\* \* \* \* \*

## **Exhibit A**

Notice of Acceptance

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 June 18, 2025, the City Council of the City of Madera confirmed the satisfactory completion of all subdivision improvements as shown on the plans for Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)

Dated: \_\_\_\_\_

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

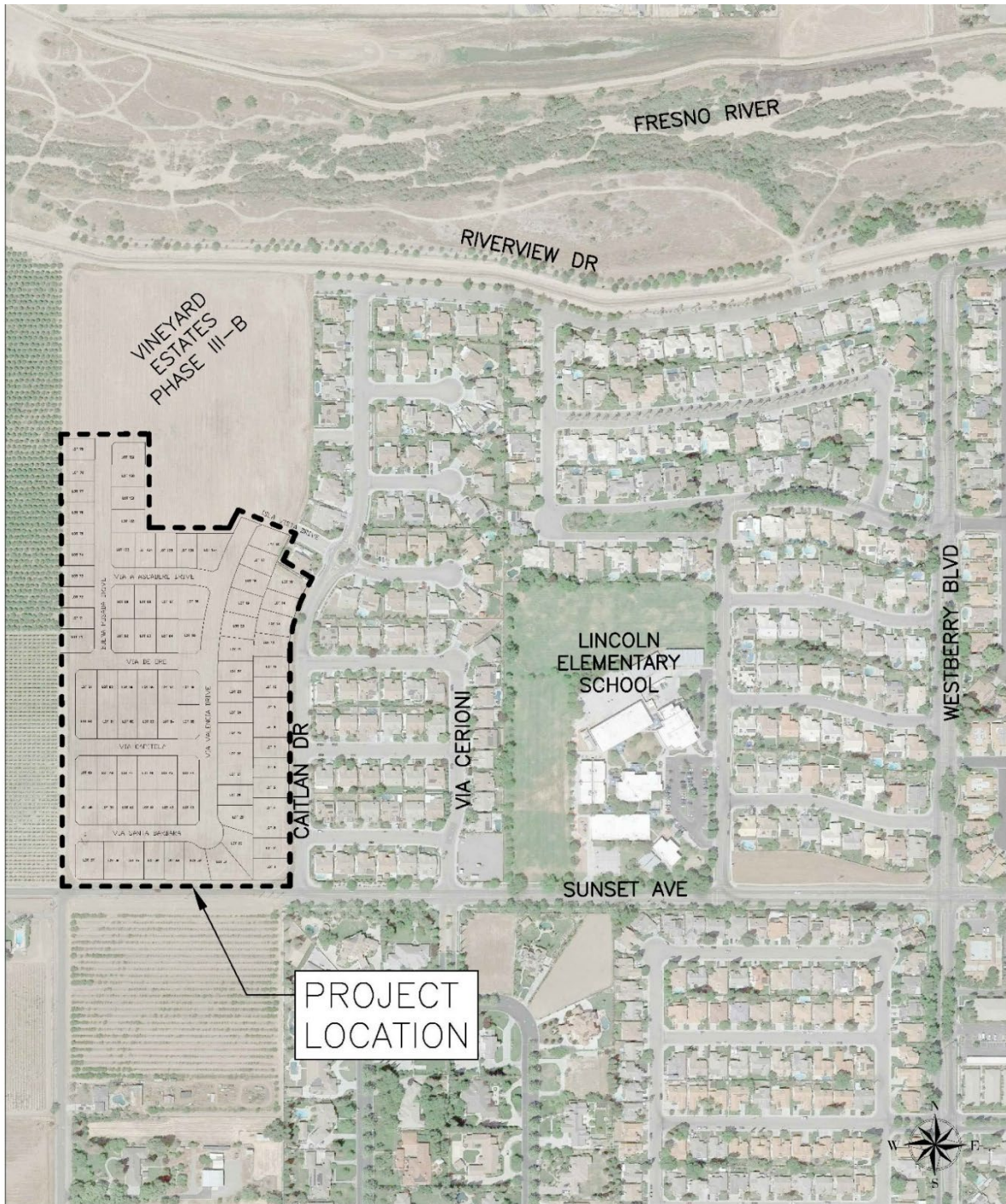
Alicia Gonzales

City Clerk



## **Attachment 2**

Location Map

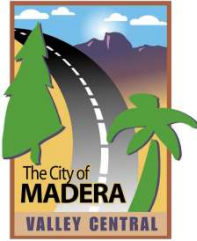


PROJECT  
LOCATION

CITY OF MADERA  
ENGINEERING DEPARTMENT  
128 E. YOSEMITE  
MADERA, CA 93638

VINEYARD ESTATES III-A  
TRACT 21-S-02

DR BY:	EP
CH BY:	
DATE:	5/11/22
SCALE:	NTS
SHT	1 OF 1



## REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-7

### **SUBJECT:**

Designate the City Manager to Act as the Authorized Representative for Drinking Water State Revolving Fund Applications

### **RECOMMENDATION:**

Adopt a Resolution authorizing the City Manager to act as the designated representative of the City for the purpose of signing and submitting of a Drinking Water State Revolving Fund (DWSRF) application for Project W-T-0001 for the construction of a 2.5-million-gallon (MG) water tank in northeast Madera

### **SUMMARY:**

The California Drinking Water State Revolving Fund (DWSRF) program offers consolidation incentives to encourage the merging of smaller, struggling water systems with larger, more robust systems. These incentives can include grant funding and preferential financing terms. The 2.5 MG Water Storage Tank Project in northeast Madera is eligible for funding under this program, resulting from the Parkwood Water Consolidation Project. Upon completion of certain DWSRF funded infrastructure improvements within the Parkwood water supply system, the system will be consolidated with the City's water system.

### **DISCUSSION:**

The CWSRF, established by the 1987 Clean Water Act (CWA) amendments, provides financial assistance for drinking water infrastructure projects. The EPA annually allocates funds to states based on the most recent needs assessment survey, conducted every four years under Section 609 of the CWA.

The DWSRF, established by amendments in 1996 to the Safe Drinking Water Act, provides financial assistance for clean water and water treatment infrastructure projects. The EPA

annually allocates funds to states based on the most recent needs assessment survey, conducted every four years under Section 609 of the CWA.

Each state designates an agency to administer State Revolving Fund (SRF) funds. In California, this is managed by the California Water Resources Control Board. These funds support various financial assistance programs, including:

- **Loans** - Up to 30 years with interest rates from zero to market rate, depending on the application.
- **Debt Refinancing** - Enables municipalities to lower interest rates on existing loans.
- **Guarantees and Insurance** - Provides loan guarantees, helping agencies secure funding at lower interest rates.
- **Subsidies** - Offers principal forgiveness, negative interest loans, or grants under certain conditions, up to a specified percentage of capitalization grants.

To submit any SRF applications, an authorizing resolution is required from the requesting agency. The resolution associated with this agreement names a specific job role within the City as the person (or their designee) who can enter into and sign agreements on behalf of the City.

Ultimately, a second resolution will be required to execute a funding agreement when financing construction and associated reimbursement is being requested for a capital project. This resolution sets forth the amount of funding being requested and pledges the City's commitment to uphold any financial obligations that result from receiving funding.

It is noted that the County is pursuing potential grants to support the potential consolidation of the Parkwood water system into the City's system, at the request of and support of the State. It is important to clarify that the Parkwood neighborhood itself is not proposed for annexation into the City limits. Instead, Parkwood is currently served by a County Community Services District (CSD) that provides water and sewer services. This application is associated with but not a direct part of the annexation of the Parkwood water system into the City's water system.

In collaboration with Madera County and the State of California, the City has been evaluating the possibility of assuming responsibility for the Parkwood water CSD. This potential consolidation is aimed at improving long-term water reliability, enhancing operational efficiencies, and providing a more stable and sustainable potable water supply for the approximately 2,200 residents in the Parkwood community.

While a formal agreement for consolidation (Consolidation Agreement) has not yet been finalized and must still be presented to the City Council for consideration, the current grant application is closely tied to the Consolidation Agreement. For the City to receive the grant, the Consolidation Agreement must be executed. As part of the consolidation process, the City has requested and/or agreed to:

1. Upgrades to the existing Parkwood water system to meet City standards.
2. Rehabilitation and transfer of the last remaining functional Parkwood water well to the City for future operation and maintenance. Other non-functional wells will be abandoned and removed.
3. Construction of a new municipal water well
4. Upgrades to the existing fire hydrants within Parkwood to ensure compliance with current City fire protection standards.

These improvements are memorialized in the nearly final Consolidation Agreement. While not part of the Consolidation Agreement, the State volunteered what they described as an incentive to consolidation. That incentive represents financial assistance from the Drinking Water State Revolving Fund (DWSRF) to support the consolidation effort.

**FINANCIAL IMPACT:**

There is no direct financial impact associated with the submission of the application. The application is being prepared in-house by City staff and while time has been spent meeting with State and County staff, these efforts are considered as part of staff's regular responsibilities and do not incur additional costs. Should the grant application be successful, any awarded funds or special financing will have a positive impact on the Water Utility Fund relative to the amount awarded to the City. The water storage tank project is currently funding in the Capital Improvement Program from Water Fund reserves. As construction costs escalate, future water projects may be in jeopardy without financial assistance for the Project.

**ALTERNATIVES:**

The Council may propose alternative funding sources or grants, adjust the requested funding amount, define the types of awards the City will consider, or recommend other options as deemed appropriate.

**ATTACHMENTS:**

1. Drinking Water State Revolving Fund Authorizing Resolution

**Attachment 1**

Drinking Water State Revolving Fund Authorizing Resolution

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA DESIGNATING THE CITY MANAGER AS THE AUTHORIZED  
REPRESENTATIVE FOR THE PURPOSE OF SUBMITTING DRINKING WATER  
STATE REVOLVING FUND (DWSRF) GRANT APPLICATION FOR THE 2.5-  
MILLION-GALLON NORTHEAST WATER STORAGE TANK PROJECT**

**WHEREAS**, a project to construct a 2.5 million gallon water storage tank, pump station, and transmission main (Project) is in the City's Capital Improvement Program; and

**WHEREAS**, the Project is eligible for funding through the Drinking Water State Revolving Fund (DWSRF); and

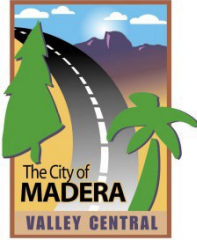
**WHEREAS**, to submit a DWSRF Application, the City must designate an authorized representative;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA (THE "CITY") HEREBY** resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of 2.5 Million Gallon Water Tank Project.
3. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement, reviewed as to legal form by the City Attorney, from the State Water Resources Control Board and any amendments or changes thereto.
4. The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*





## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: June 18, 2025

Agenda Number: B-8

### SUBJECT:

New Municipal Water Well 37, City Project W-GW-001

### RECOMMENDATION:

Adopt a Resolution approving the contract award for the Municipal Water Well 37, City Project W-GW-001 for \$2,241,758.00 to Steve Dovali Construction, Inc. and a contingency of 10 percent of the contract amount.

### SUMMARY:

Well 37 is located in the northwest quadrant of the City and will enhance the water supply in this area. The City prepared engineering construction plans and specifications that includes site prep, well pump and miscellaneous mechanical equipment, chlorination building, emergency generator, fencing and electrical controls.

The City received three (3) bids on May 20, 2025. Steve Dovali Construction Inc. submitted the lowest, responsive bid for \$2,241,758.00. The Fiscal Year (FY) 2024/25 Capital Projects Budget includes funding for the project.

### BACKGROUND:

In 2009, CDM-Smith was retained to provide project plans, specifications, estimates (PS&E) for two City water wells:

- A new Municipal Water Well 37, to be located on Granada Drive, north of Cleveland Avenue and
- Upgrades to the existing Water Well No. 18, located at N. Gateway and Central Avenue.

A PS&E package was prepared that included both wells with separate bid schedules and was publicly bid on April 24, 2012. The bids received for Well 37 ranged from \$804,240 to \$973,870



which was within the project budget; however, due to declining revenues at that time of award (2012) the bids were rejected by City Council (Council) due to a lack of available funds. The Well 18 Rehabilitation Project was rebid as a standalone project in February 2014. Thus, the engineering was completed for both wells, only Well 18 was upgraded while Well 37 project remained as a “Shelf Ready” project for future bidding as funds became available.

In 2022, to help alleviate the effects of drought within the community, the completion of Municipal Water Well 37 was reintroduced into the CIP program as Well No. 37 W-G-001. On March 16, 2022 the Council approved a Consultant Services agreement with CDM-Smith in the amount of \$50,312 for Engineering Services Agreement to update the design for Municipal Water Well 37.

## **DISCUSSION:**

The City relies exclusively on groundwater, as it lacks surface water rights and does not operate a surface water treatment facility. The water distribution system is supported by a network of 18 operational ground water wells and distribution mains (16 inches and smaller), with mains ranging from 10 to 16 inches in diameter, designed to sustain high volume conveyance, while local distribution mains range from 6 to 8 inches in diameter to accommodate localized service connections efficiently. Although the City operates 18 wells, not all wells are on simultaneously. Wells are periodically taken offline for maintenance or malfunction. In addition, the City is served by a 1-million-gallon water storage that provides storage during times of need and to sustain water pressure.

Operationally, wells typically generate between 800 gallons per minute (gpm) to 1,100; however, actual well production can vary depending on factors such as soil composition, equipment condition, and groundwater depth, particularly during drought conditions, which reduce efficiency of wells. Despite these challenges, the system is engineered to maintain consistent pressure and flow rates to meet regulatory standards and operational demands.

While the City has made notable progress in reducing per capita consumption (see Attachment 2), population growth, anticipated new development, and new infrastructure are required to meet demands. As such, staff is recommended adding another well.

### *New Well*

The Project consists of site demolition, earthwork, new vertical turbine pump, yard piping, electrical and automation controls, backup generator, chemical feed building, chlorination equipment and site fencing. The well site was drilled and developed in 2010; thus those elements of a “new well” are not included in this project scope or costs.

On April 17, 2025 the City released the project for public bidding on the Planet Bids web portal. Also, a “Notice Inviting Bids” was duly published in the Madera Tribune Newspaper on April 19, 2025 and again on April 26, 2025.

On May 20, 2025 three bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. Table 1 presents a summary of the bids received.

<b>Table 1: Bid Overview</b>		
	<i>Bidder</i>	<i>Total Base Bid</i>
1.	Steve Dovali Construction, Inc.	\$2,241,758.00
2.	Dawson-Mauldin, LLC	\$2,437,824.00
3.	TSI Engineering, Inc.	\$3,438,786.00
	<i>Engineer's Opinion of Cost</i>	<i>\$1,794,817.00</i>

Steve Dovali Construction, Inc. submitted the lowest, responsive, and responsible bid that meets the contract requirements and is therefore recommended for award.

#### **FINANCIAL IMPACT:**

There is no fiscal impact on the City's General Fund. The project is funded in the FY 2024/25 Capital Improvement Budget with water capital outlay funds and water well impact fees. See Table 2 below for Project Budget.

<b>Table 2: Project Construction Budget</b>	
<i>Line Item</i>	<i>Amount</i>
Steve Dovali Construction, Inc. Contract	\$2,241,758.00
Construction Management, Inspection and Testing	\$70,000.00
Project Contingency	\$224,176.00
<b>Total Project Construction Budget</b>	<b>\$2,535,934.00</b>
<i>Funding Source</i>	
Water Utility Funds	\$2,036,541
Water Well Impact Fees	\$499,393
<b>Total Funding Source</b>	<b>\$2,535,934.00</b>

#### **ALTERNATIVES:**

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and will result in a delay in bringing the well online to augment the City's water capacity to combat future droughts.

#### **ATTACHMENTS:**

1. Resolution
  - a. Exhibit A – Contract
2. Chart showing water use in the City since 2000

**Attachment 1**

Contract Award Resolution

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING THE CONTRACT AWARD FOR MUNICIPAL WATER  
WELL 37, CITY PROJECT W-GW-001 IN THE AMOUNT OF \$2,241,758.00  
TO STEVE DOVALI CONSTRUCTION, INC. AND AUTHORIZING  
CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT**

**WHEREAS**, on April 17, 2025, the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the Municipal Water Well 37, City Project W-GW-001 hereinafter referred to as the "Project"; and

**WHEREAS**, three (3) sealed bids were received on May 20, 2025, and opened by the City Engineer; and

**WHEREAS**, Steve Dovali Construction, Inc. was selected as the lowest responsive and responsible bidder; and

**WHEREAS**, the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2024/25 under CIP Project W-GW-001; and

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to Council from the Engineering Department.
3. The City finds that Steve Dovali Construction, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project in the Amount of \$2,241,758.00 to Steve Dovali Construction, Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer
6. This Resolution is effective immediately upon adoption.

\*\*\*\*\*



**Exhibit A**

Contract Agreement

## **AGREEMENT**

**THIS AGREEMENT**, made this 18<sup>th</sup> day of June, 2025, between the City of Madera, hereinafter called "**OWNER**", and Steve Dovali Construction, Inc., doing business as a corporation, hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**Municipal Water Well 37, City Project W-GW-001**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$2,241,758.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) Payment Bond
  - (G) Performance Bond
  - (H) Insurance Requirements for Contractors
  - (I) General Conditions
  - (J) Special Conditions
  - (K) City of Madera Standard Specifications and Drawings
  - (N) State Standard Plans and Specifications
  - (O) Plans and Specifications prepared or issued by City of Madera entitled "Water Well 37", City Project W-GW-001

Addendum No. 1, dated May 8, 2025  
Addendum No. 2, dated May 15 2025
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Thousand, Two Hundred Dollars and no cents (\$4,200.00)** per

day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

#### 8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

##### A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
3. Payment of an amount that is disputed by the Owner.

##### B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to



substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually

agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the

Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker’s Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship

Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

**CONTRACTOR** agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is

specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 38-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or Steve Dovali Construction, Inc. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

## 20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Steve Dovali Construction, Inc. shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by Steve Dovali Construction, Inc.;
2. A failure by Steve Dovali Construction, Inc. to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Steve Dovali Construction, Inc. to City.

In no event shall any payment by City or acceptance by Steve Dovali Construction, Inc. constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Steve Dovali Construction, Inc. the repayment to City of any funds disbursed to Steve Dovali Construction, Inc. under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department  
428 E. Yosemite Avenue  
Madera, Ca 93638

To the Contractor Steve Dovali Construction, Inc.

21. Notices. All notices and communications from the Steve Dovali Construction, Inc. shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

22. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

23. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

24. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and

effect of the remainder of the Agreement.

25. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

26. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Steve Dovali Construction, Inc. hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Steve Dovali Construction, Inc. is a duly organized and legally existing corporation in good standing in the State of California.

27. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

28. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

29. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Steve Dovali Construction, Inc. in connection to the Project and correctly sets forth the obligations of the City and Steve Dovali Construction, Inc. to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

30. Assignment-Neither the Steve Dovali Construction, Inc. nor City will assign its interest in this Agreement without the written consent of the other.



31 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Cecelia Gallegos, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Federal Tax I.D. No. \_\_\_\_\_

Contractor License Number = \_\_\_\_\_

DIR Registration Number = \_\_\_\_\_

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

### **Acknowledgment**

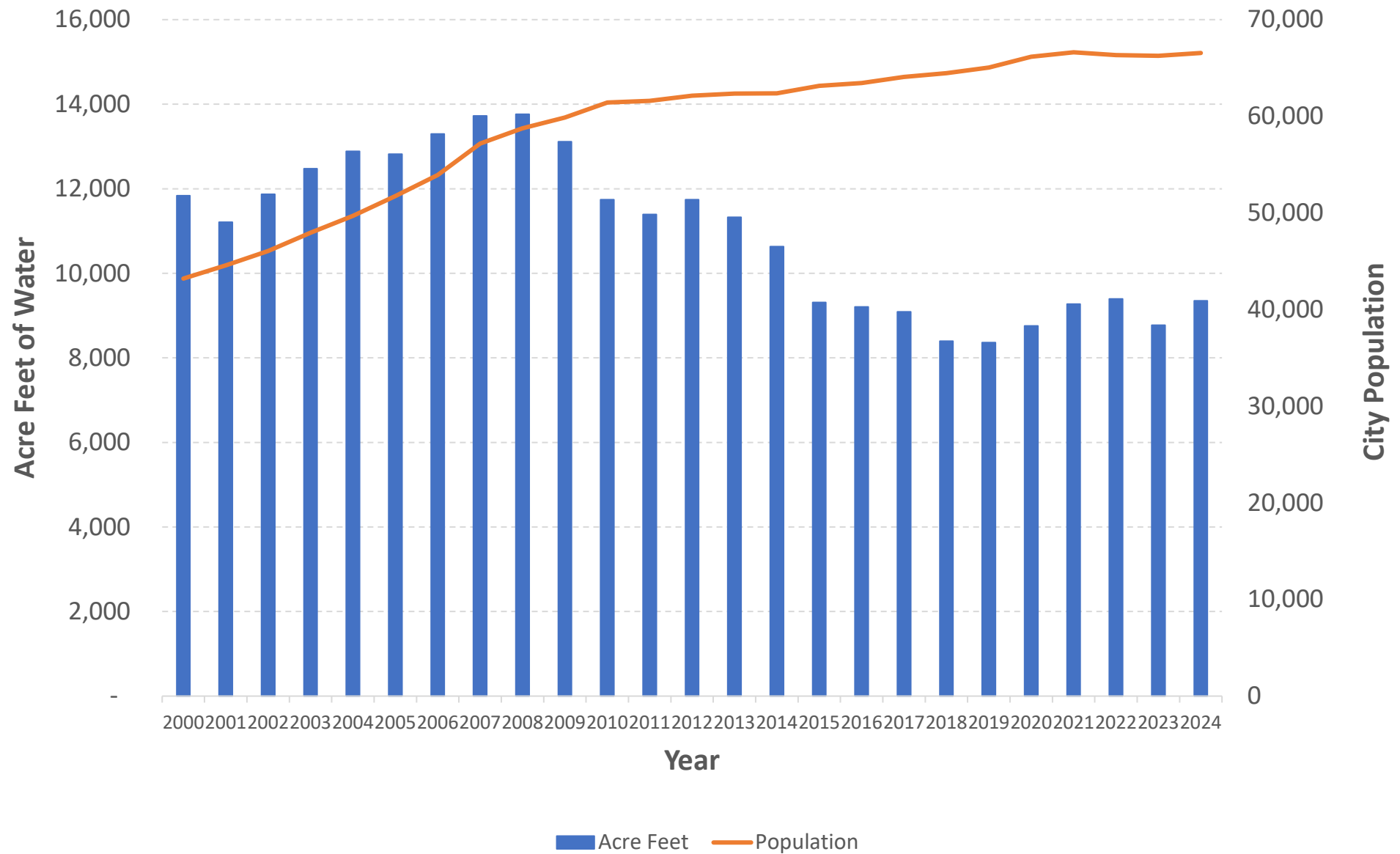
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

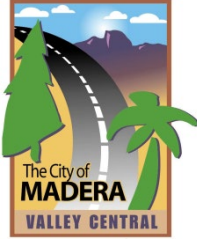
California Notary acknowledgement required to be attached.

## **Attachment 2**

Chart showing water use in the City since 2000

Water Usage and Population in City since 2000





## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-9

### **SUBJECT:**

Landscape Maintenance Agreement within State Right-of Way on Route 145 within the City

### **RECOMMENDATION:**

Adopt a Resolution Concurring with an Update to the Existing Landscape Maintenance Agreement within State Right-of-Way on State Route (SR) 145 within the City of Madera (Agreement)

### **SUMMARY:**

As part of the Sienna Estates Phase II Subdivision off-site improvements on SR 145 (Yosemite Avenue) (Project), Caltrans is seeking concurrence to changes to an existing Agreement (Attachment 1) which are represented by an expanded Exhibit A (Exhibit). The expanded Exhibit illustrates new landscape areas on SR 145 between a point approximately 1,850 feet northeast and a point 2,850 feet of Storey Road Concurrence with this Exhibit formalizes the City's commitment to maintaining new landscape installed as part of the Project that was requested by the City.

The Sienna Estates Tentative Subdivision Map No. TSM VIII-04-18 was originally approved on January 11, 2005 by the City's Planning Commission. It has been subject to a number of actions since that time that are not relevant to this action beyond the anticipation that the subdivision continues to progress to a point where it is anticipated that both phases will be in a position to continue development in the next six to nine months. Off-site improvements on SR 145 are required as part of the overall off-site improvements for the Project.

### **DISCUSSION:**

The updated Exhibit to the Agreement used by Caltrans is, to staff's knowledge, a standard agreement that is intended to allow for a simplified process by which additional areas of landscape are added to the City's responsibility to maintain. Utilizing the process presented to

the City means that Caltrans does not need to formally amend an agreement. This method apparently results in substantial savings for Caltrans in terms of time. The method, however, does not preclude the necessity that staff bring the update to Council for approval given the magnitude of the commitment.

The original Agreement dated September 1, 2021 was prepared as a result of the construction of the EZ Trip Gas Station (EZ Trip) construction at Pecan Avenue and Madera Avenue/SR 145. The Agreement, along with an April 16, 2025 update, associated with planned landscaping on Yosemite Avenue in downtown Madera states that the City is responsible for maintaining landscaping in areas identified in the Exhibit. While this Agreement states the City is responsible, the responsibility varies depending on the type of project for which the landscaping was constructed. In this case, the landscaping will be maintained as part of one of the City's Landscape Maintenance District Zones.

The updated Exhibit and signature on the concurrence letter associated with the Project reflects the City's acceptance of its responsibility to maintain landscaping, streetlights and sidewalk adjacent to the Sienna Estates subdivision.

#### **FINANCIAL IMPACT:**

There will be no impact to the General Fund due to landscape maintenance as the area will be included in the City's Landscape Maintenance District Zone 45A.

Similar to other City owned streets within the City, lighting will be the responsibility of the City utilizing those funding sources already utilized. Depending on the fiscal year budget, there may be time when General Fund is utilized.

Sidewalk maintenance is typically the responsibility of properties immediately adjacent to the sidewalk in conformance with California Vehicle Code (CVC). Maintenance responsibility adjacent to subdivisions while clear from a CVC standpoint, is less clear from a practical standpoint. As such, maintenance, may at some point be borne by the General Fund.

#### **ALTERNATIVES:**

Not sign the letter – This would likely result in Caltrans not approving of construction of Project off-site improvements.

#### **ATTACHMENTS:**

1. Existing Agreement
2. Resolution – Approval of Update to Existing Landscape Maintenance Agreement  
Exhibit A – Concurrence Letter and Exhibit A

**Attachment 1**

Existing Agreement



**LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 145 WITHIN THE CITY OF MADERA**

THIS AGREEMENT is made effective this 1st day of September, 2021, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Madera; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way.
2. This Agreement addresses CITY responsibility for the landscaping, planting, irrigation systems, control, litter and weed removal, sidewalks, and parking restriction signs (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 145, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
  - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
  - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
  - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
  - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
  - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
  - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
  - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
  - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District

Maintenance at District 06 Maintenance Landscape Specialist, 1635 West Pine Avenue, Fresno, Ca 93728.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
  - 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
  - 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
  - 2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
  - 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
  - 2.18. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
  - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
  - 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
    - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
    - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
    - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal

liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
5. PREVAILING WAGES:
- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed

by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

6. INSURANCE -

- 6.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

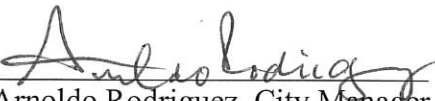
THE CITY OF MADERA

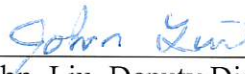
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
Santos Garcia, Mayor

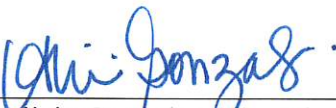
TOKS OMISHAKIN  
Director of Transportation

Initiated and Approved

By:   
Arnoldo Rodriguez, City Manager

By:   
John, Liu, Deputy District Director  
Maintenance and Operations

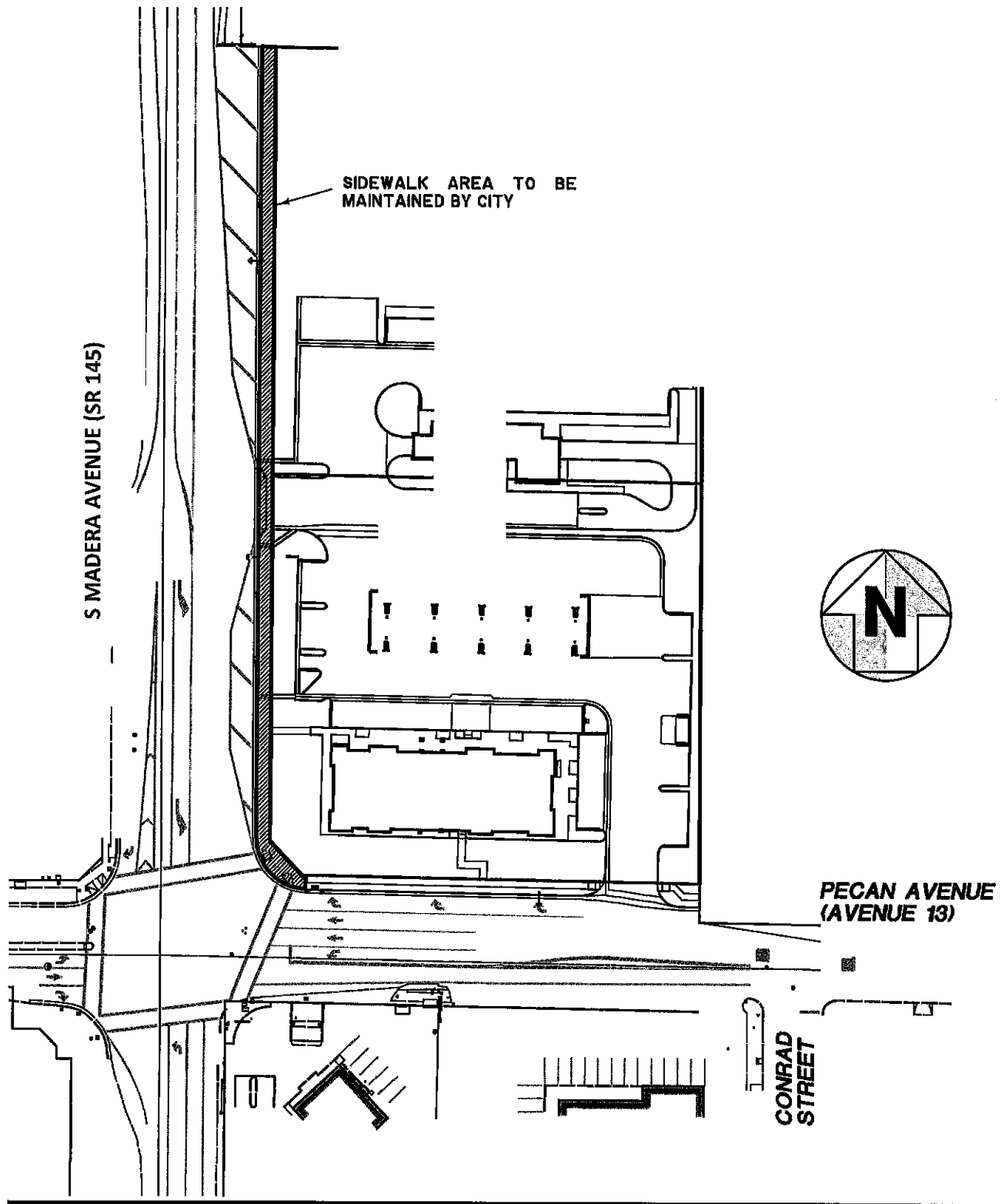
ATTEST:

By:   
Alicia Gonzales, City Clerk

Approved as to Form

By:   
Hilda Cantu Montoy, City Attorney





## EXHIBIT A

FOR CITY OF MADERA  
LANDSCAPE MAINTENANCE AGREEMENT

## **Attachment 2**

Resolution



**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION CONCURRING WITH UPDATE TO EXISTING LANDSCAPE  
MAINTENANCE AGREEMENT WITHIN STATE RIGHT OF WAY ON ROUTE  
145 WITHIN THE CITY OF MADERA**

**WHEREAS**, the City and State of California Department of Transportation (Caltrans) agree that landscape, street lighting and sidewalks within Caltrans right-of-way are to be maintained by the City of Madera; and

**WHEREAS**, in recognition of the City's Conditions of Approval associated with the Sienna Estates subdivision that require street improvements including landscaping, streetlighting and sidewalks in Caltrans right-of-way, Caltrans has requested City accept responsibility for maintenance through a concurrence letter executed by the City; and

**WHEREAS**, the City desires to enter into this agreement.

**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 Concurrence letter is approved and attached as "Exhibit A". A copy of the Agreement shall be kept on file in the office of the City Clerk.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit A**

Concurrence Letter

## California Department of Transportation

DISTRICT 6 OFFICE  
1352 WEST OLIVE AVENUE  
P.O. BOX 12616  
FRESNO, CA 93778-2616

(559) 488-4057 | FAX (559) 488-4195 | TTY 711  
[www.dot.ca.gov](http://www.dot.ca.gov)



May 20, 2025

Ms. Cecelia Gallegos  
Mayor  
City of Madera  
205 W 4th Street  
Madera, CA 93637

Dear Mayor Gallegos:

City and State have entered into a Landscape Agreement Maintenance on September 1, 2021, subsequently amended on February 7, 2025. As part of the Sienna Estate Development, City is proposing to plant landscaping on Route 145, PM 11.49/11.69. State would like to update the Exhibit A of the Landscape Maintenance Agreement to reflect changes in the roadway system. Attached is an Exhibit A for your review. If you are agreeable to the changes, please concur by sign and date at the bottom of this letter and return this letter to Daniel Lum.

if you have any questions or concerns, please contact Daniell Lum at (559) 383-5201.

Sincerely,

A handwritten signature in blue ink that reads 'John Liu'.

JOHN LIU  
Deputy District Director, Maintenance and Operations

Attachment

1. Exhibit A
2. Landscape Maintenance Agreement
3. February 7, 2025 Amend Letter

DL/JL

---

Cecelia Gallegos, Mayor  
City of Madera

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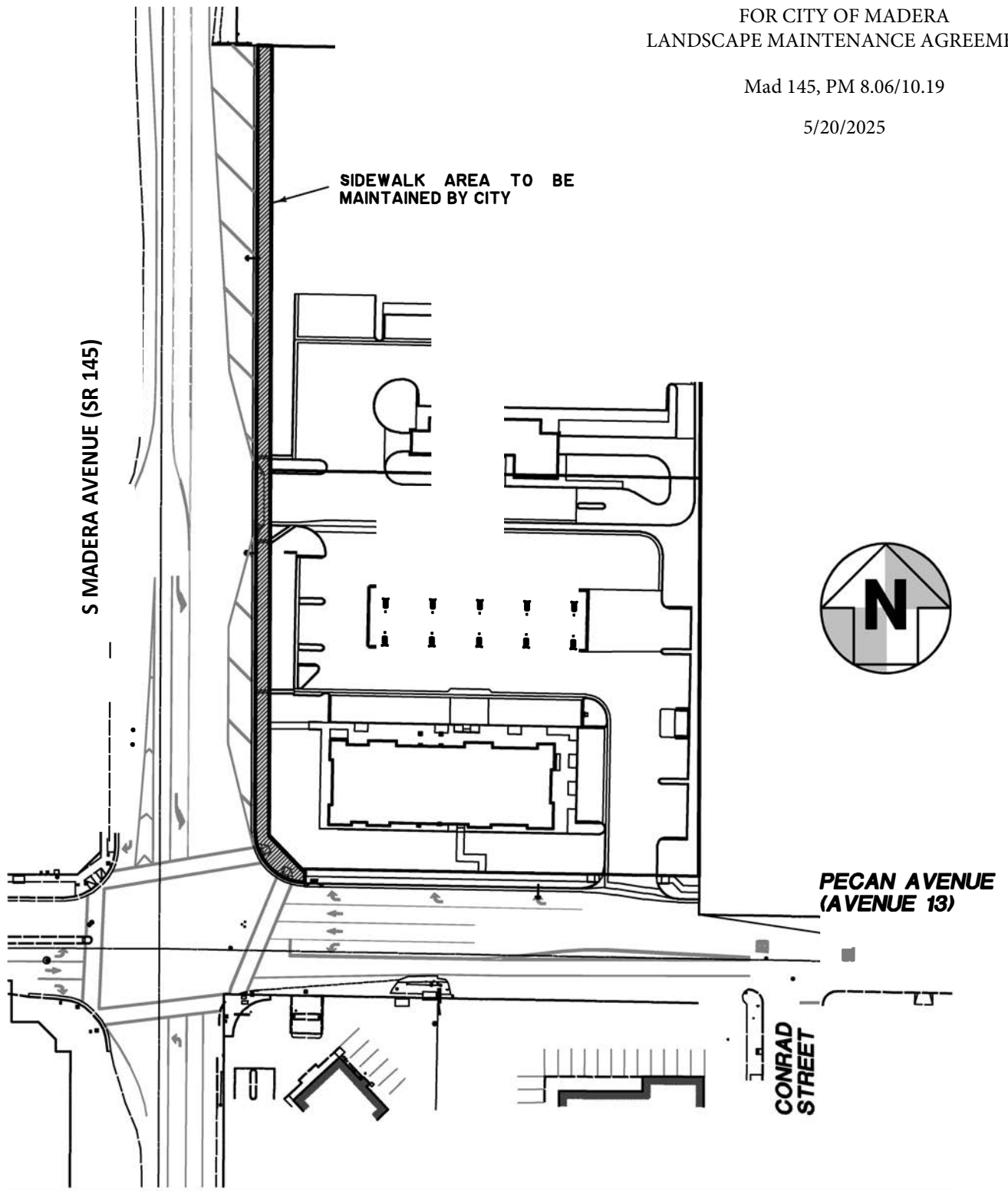
Date

# EXHIBIT A

FOR CITY OF MADERA  
LANDSCAPE MAINTENANCE AGREEMENT

Mad 145, PM 8.06/10.19

5/20/2025



# EXHIBIT A

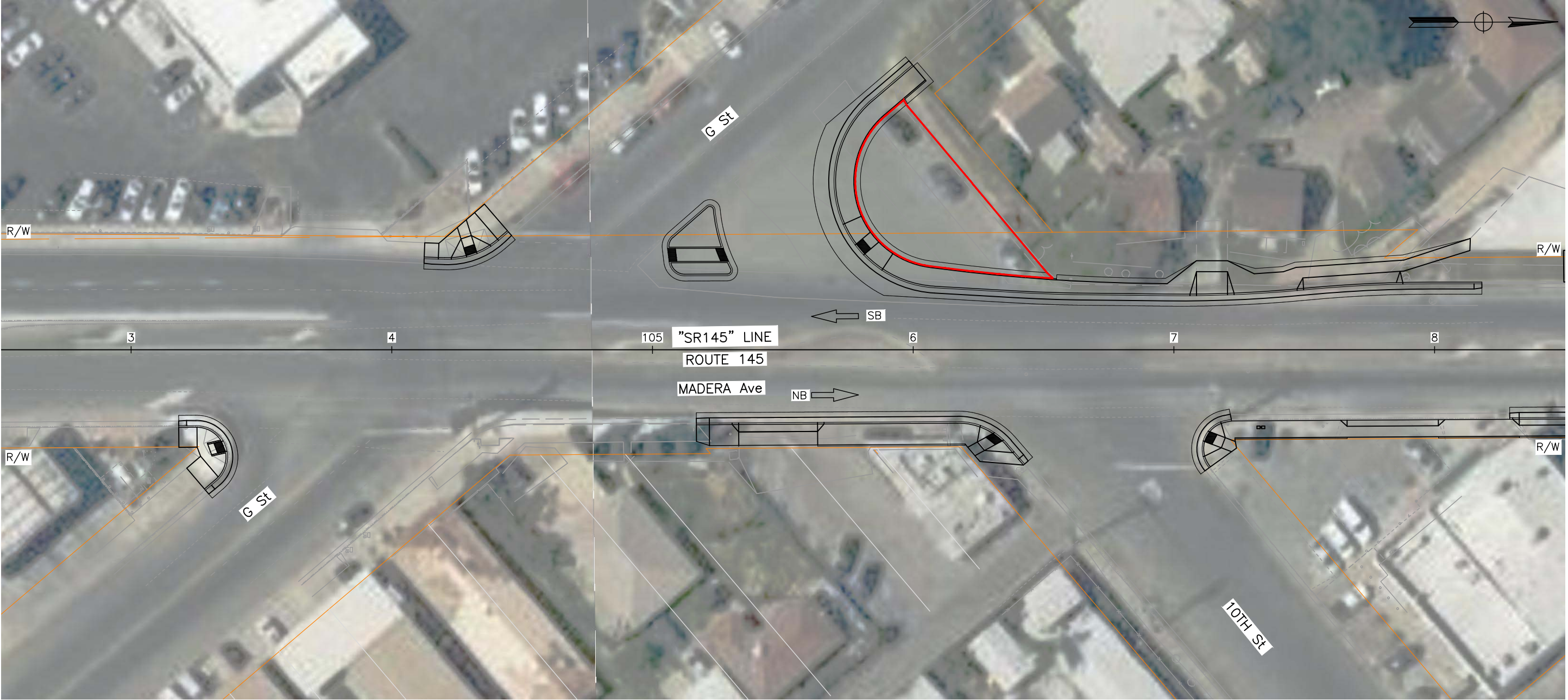
## FOR CITY OF MADERA LANDSCAPE MAINTENANCE AGREEMENT

Mad 145, PM 8.06/10.19

5/20/2025

**LEGEND:**

- Exist R/W
- EXISTING UTILITY EASEMENT
- LANDSCAPE AREA TO BE MAINTAINED BY CITY (SAFETY LIGHTING IS NOT PART OF THIS AGREEMENT AGREEMENT)





# EXHIBIT A

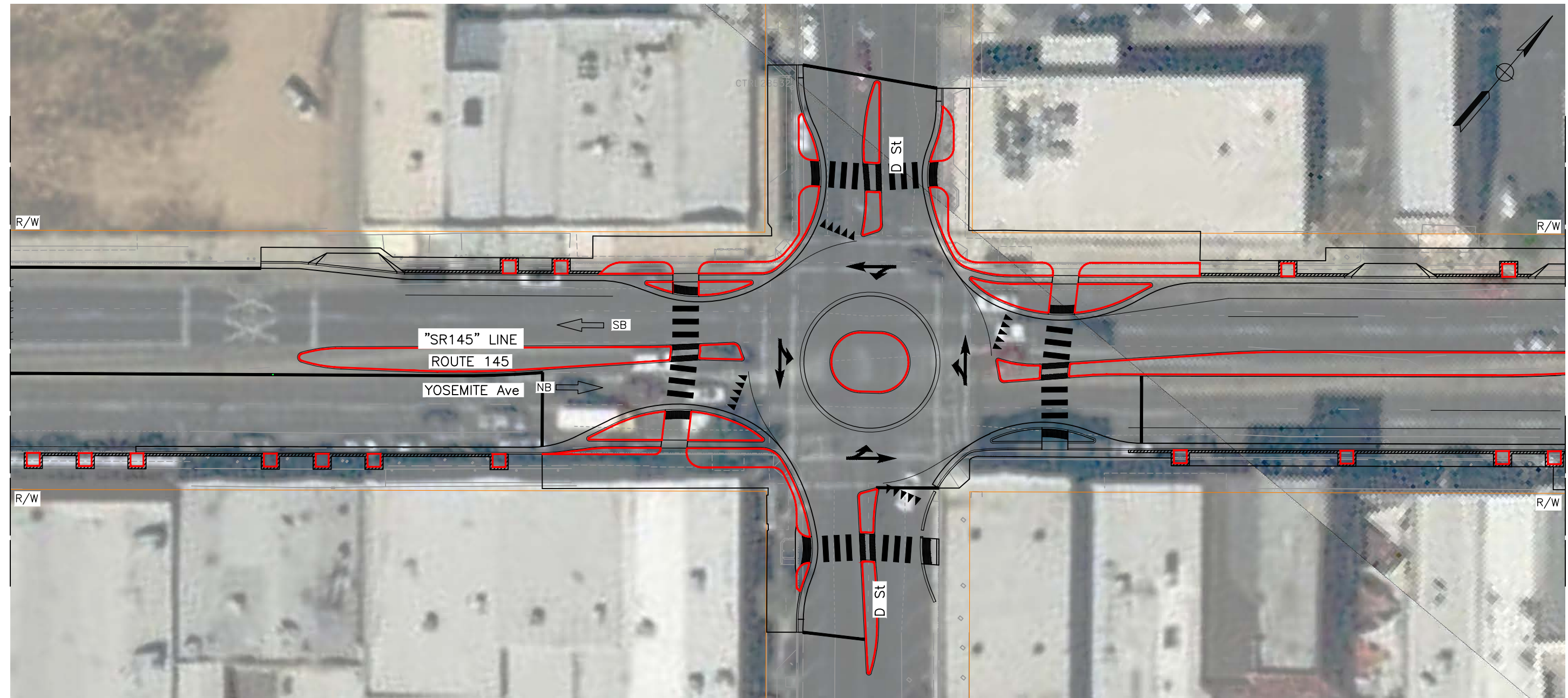
## FOR CITY OF MADERA LANDSCAPE MAINTENANCE AGREEMENT

Mad 145, PM 8.06/10.19

5/20/2025

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MATCH LINE PAGE 4



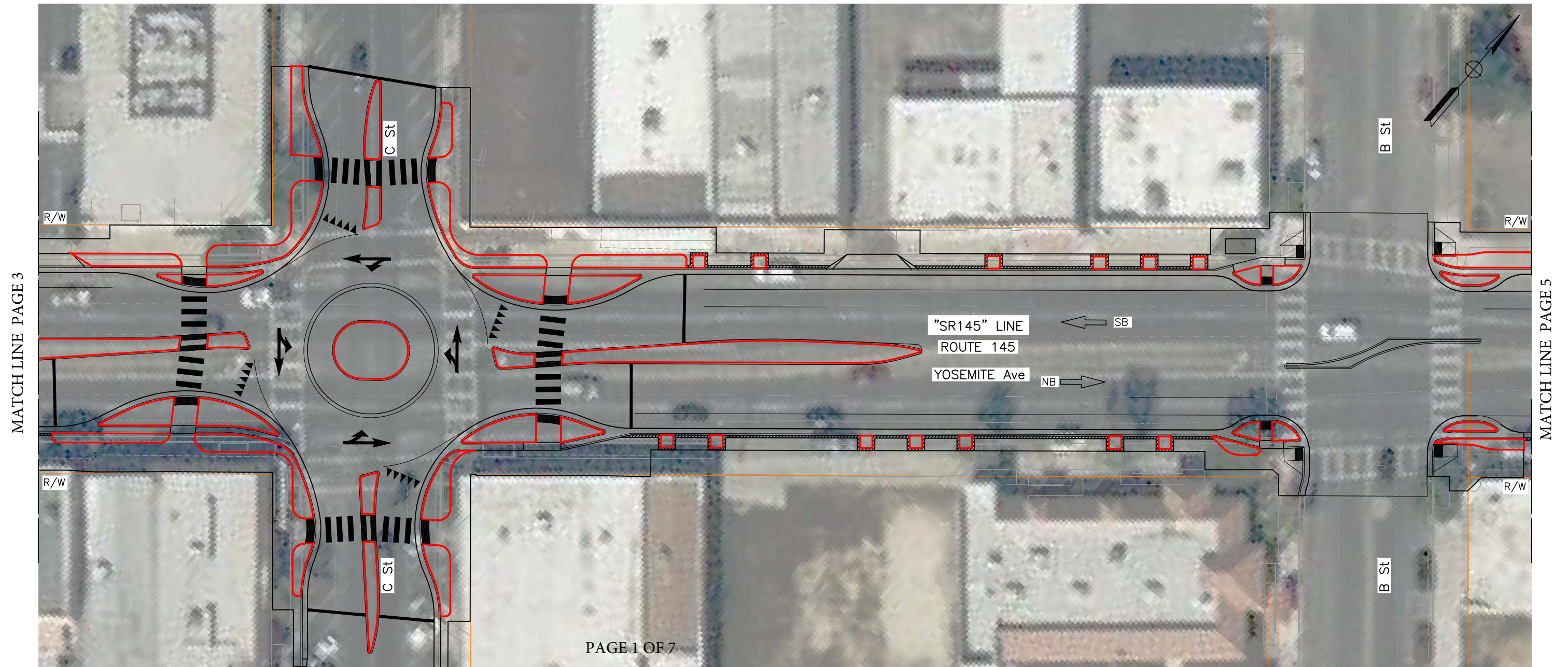
**EXHIBIT A**  
**FOR CITY OF MADERA**  
**LANDSCAPE MAINTENANCE AGREEMENT**

Mad 145, PM 8.06/10.19

5/20/2025

**LEGEND:**

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- - - EXISTING UTILITY EASEMENT
- LANDSCAPE AREA TO BE MAINTAINED BY CITY (SAFETY LIGHTING IS NOT PART OF THIS AGREEMENT AGREEMENT)



PAGE 1 OF 7



**EXHIBIT A**  
**FOR CITY OF MADERA**  
**LANDSCAPE MAINTENANCE AGREEMENT**

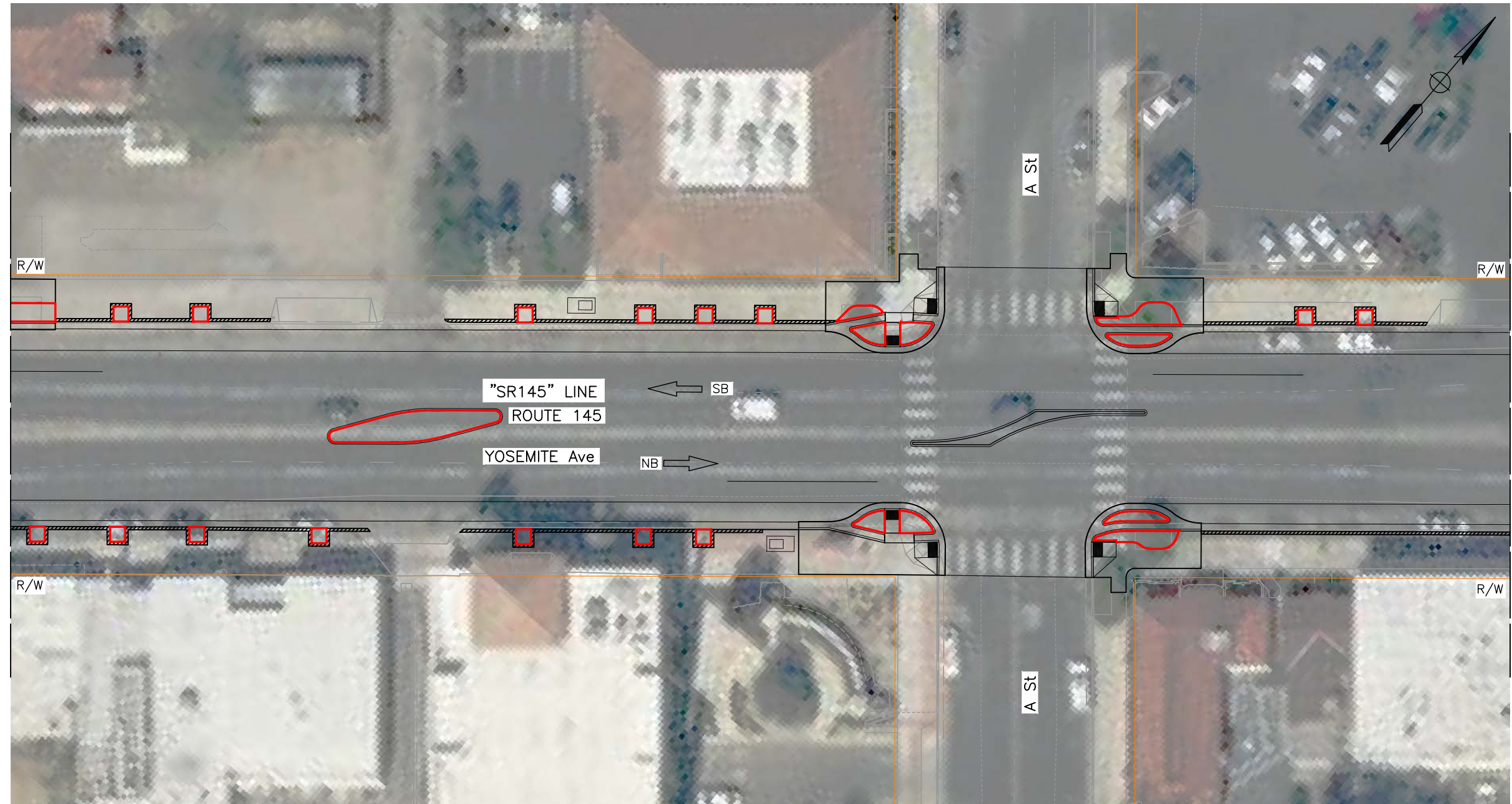
Mad 145, PM 8.06/10.19

5/20/2025

**LEGEND:**

- Exist R/W
- - - EXISTING UTILITY EASEMENT
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MATCH LINE PAGE 4





# EXHIBIT A

## FOR CITY OF MADERA LANDSCAPE MAINTENANCE AGREEMENT

Mad 145, PM 8.06/10.19

5/20/2025

### LEGEND:

- Exist R/W
- - - EXISTING UTILITY EASEMENT
- LANDSCAPE AREA TO BE MAINTAINED BY CITY (SAFETY LIGHTING IS NOT PART OF THIS AGREEMENT AGREEMENT)

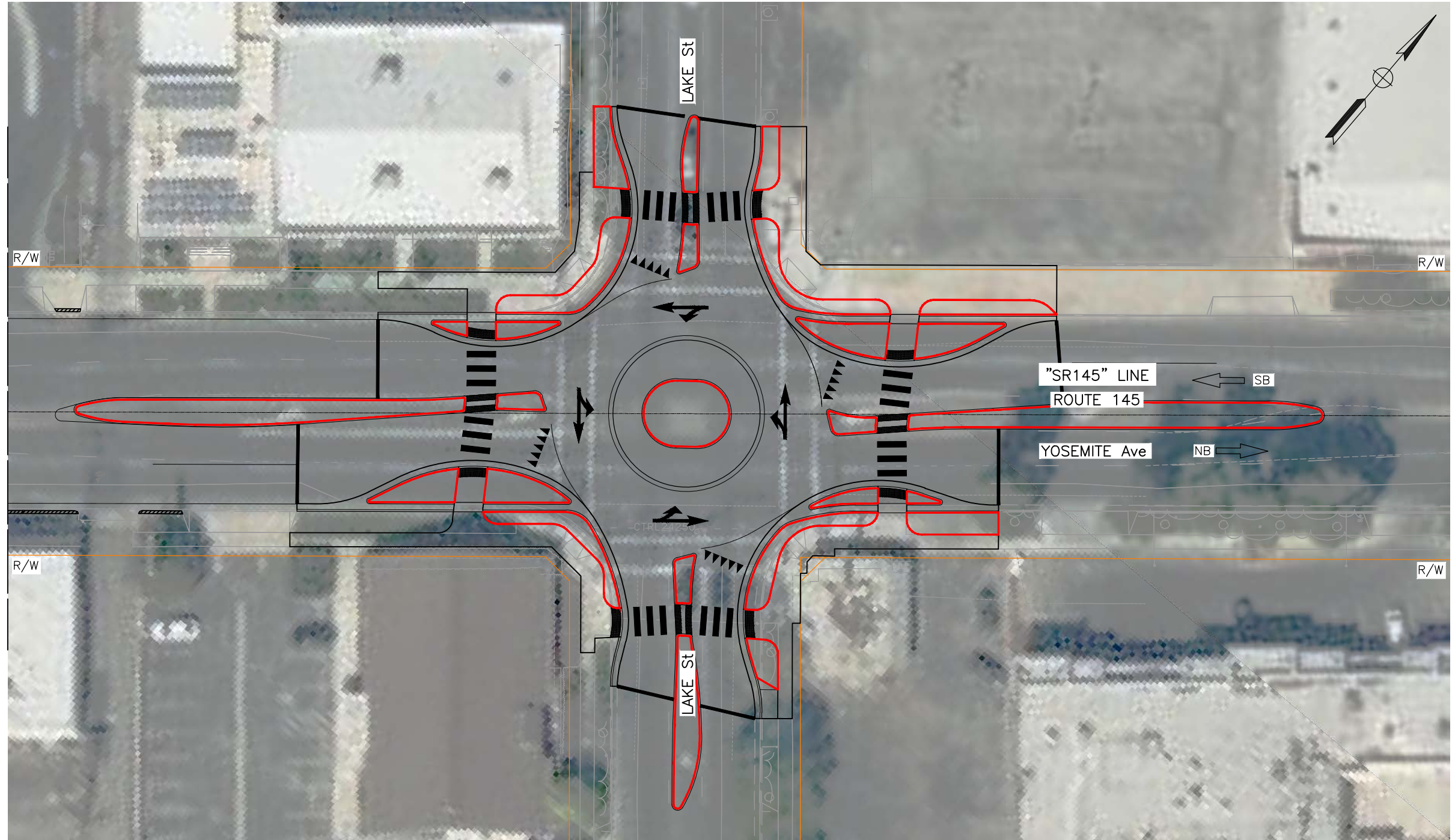
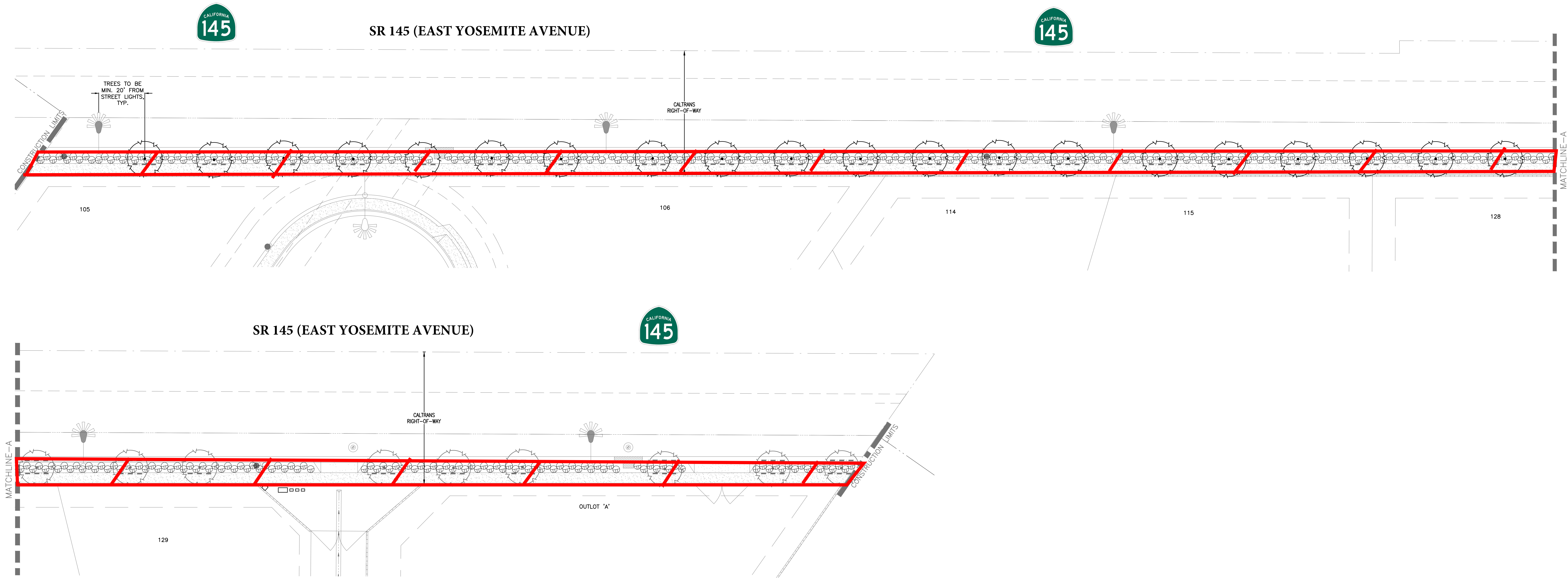


EXHIBIT A

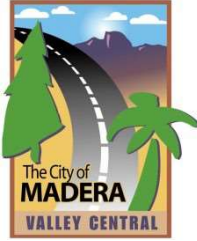
FOR CITY OF MADERA  
LANDSCAPE MAINTENANCE AGREEMENT

SR 145 PM 11.49/11.69  
+/- 120 W/O AZURE Dr. TO +/- 130 E/O INDIGO Dr.

5/20/2025

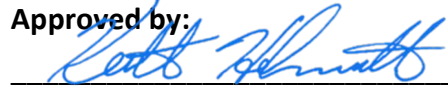






## REPORT TO CITY COUNCIL

**Approved by:**

  
Keith Helmuth, City Engineer

  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-10

### **SUBJECT:**

Amendment 2 to the Agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, regarding R-94 Bid Package 3 – Sidewalk Improvements at Various Locations

### **RECOMMENDATION:**

Adopt a Resolution Amending the Agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, in the amount of \$60,320 for preparation of Land Description packages

### **SUMMARY:**

The City Council (Council), at its August 3, 2022 meeting, awarded a contract to O'Dell Engineering for the design of Sidewalk Improvements at Various Locations (Project). Council may recall that the City received an Affordable Housing and Sustainable Communities (AHSC) Grant for offsite improvements and programs related to the housing project at 5th and C Streets. The City received \$3.6 million for offsite improvements and this item is part of this project.

To construct all the sidewalks in the Project, a total of 36 minor right- of-way (ROW) takes are required. The original agreement with Westwood Professional Services, Inc., formerly O'Dell Engineering, included preparation of 10 Land Description packages and this amendment would add 26 additional Land Description packages for a total of 36 to the consultant's scope which is necessary for ROW acquisition.

### **DISCUSSION:**

A Request for Proposals (RFP) was issued for engineering services to assist the City as part of this project on August 3, 2022. The City received three proposals, and O'Dell Engineering was awarded the contract. O'Dell Engineering was later acquired by Westwood Professional Services (Westwood). This change will be reflected in all future amendments or agreements with the consultant.

On December 4<sup>th</sup>, 2024, Council approved Amendment No. 1 to the contract adding \$15,900 for the design of additional sidewalks and adding a 10 percent contingency to the project per standard.

During the final design phase, staff identified 36 locations that require ROW acquisition. Of those 36 locations, 14 are in the Phase 2 portion of the project which is currently being constructed. The rest are in Phase 1 which is within Caltrans ROW. The original scope of work included the preparation of 10 land description packages prepared by a California licensed Professional Land Surveyor. To complete the project an additional 26 land description packages must be added to the consultant's scope of work. The amendment to the agreement adds an additional \$60,320 to the contract with O'Dell Engineering for the preparation of the additional land description packages.

Staff has verified the availability of funds to support the added cost. It is, therefore, the staff's recommendation to amend the agreement, resulting in an adjusted contract amount of \$478,564.00 with Westwood. Adjustments to the contract scope of work by value are shown in Table 1. The adjustment to contract cost is shown on Table 1

<b>Table 1: Amendments To Date and Proposed</b>	
<i>Description</i>	<i>Cost</i>
Original Contract	\$402,344
Amendment No. 1 Additional Sidewalk	\$15,900
Amendment No. 2 ROW Packages (this item)	\$60,320
<b>Total Amended Contract</b>	<b>\$478,564</b>

#### **FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund. Funds for additional ROW packages will come from programmed LTF funds in the projects CIP Budget.

#### **ALTERNATIVES:**

As an alternative, the Council may elect to reject the proposed amendment to the Contract to Westwood which could result in delays in completing the project in advance of Caltrans Road Diet Project on SR145.

**ATTACHMENTS:**

1. Resolution

Exhibit A: Amendment No. 2

Exhibit A: Proposed Change Order 2

## **Attachment 1**

Resolution

**RESOLUTION NO. 25-\_\_\_\_\_**

**AMENDMENT NO. 2 TO THE AGREEMENT WITH WESTWOOD  
PROFESSIONAL SERVICES, INC. (FORMERLY O'DELL ENGINEERING) FOR  
THE PREPARATION OF ADDITIONAL LAND DESCRIPTION PACKAGES, CITY  
PROJECT NO. R-94 BID PACKAGE 3 SIDEWALK IMPROVEMENTS AT  
VARIOUS LOCATIONS, AHSC PROJECT NO. 19-AHSC-12760**

**WHEREAS**, on August 3, 2022 the City Council (Council) adopted Resolution No. 22-118 approving an agreement with O'Dell Engineering for the engineering design of Bid Package 3 Sidewalk Improvements at Various Locations, City Project No. R-94, AHSC Project No. 19-AHSC-12760, hereinafter referred to as "the Project"; and

**WHEREAS**, O'Dell Engineering was acquired by Westwood Professional Services, Inc. (Westwood); and

**WHEREAS**, the City approved amendment No. 1 adding an additional \$15,900 to the original contract,

**WHEREAS**, the City requested to add preparation of additional land description services to the contract; and

**WHEREAS**, Westwood submitted a proposal for the additional work in the amount of \$60,320 for addition of sidewalk design; and

**WHEREAS**, the contract needs to be increased \$60,320 to cover the cost of Amendment No. 2.

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

1. The above recitals are true and correct.
2. The Council approves Amendment No. 2 to the Agreement with Westwood, formally O'Dell Engineering, a copy of which is attached hereto as Exhibit A and Incorporated by reference.
3. The Contract amount is increased to \$478,564.
4. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**Exhibit A**

Amendment No. 2



**AMENDMENT NO. 2 TO THE AGREEMENT WITH WESTWOOD  
PROFESSIONAL SERVICES, INC., FORMERLY O'DELL ENGINEERING,  
FOR THE PREPARATION OF ADDITIONAL LAND DESCRIPTIONS  
FOR SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS IN  
MADERA, CITY PROJECT NO. R-94, AHSC AGREEMENT NO. 19-  
AHSC-12761**

This Amendment No. 2 to Agreement with O'Dell Engineering for the preparation of additional land descriptions for Sidewalk Improvements at Various Locations in Madera, City Project No. R-94, AHSC Agreement No. 19-AHSC-12761 (Agreement) between the City of Madera (City) and Westwood, Formally O'Dell Engineering, (Consultant) is entered into this 18<sup>th</sup> day of June, 2025.

**RECITALS**

**WHEREAS**, CITY and O'Dell Engineering entered into an agreement dated August 3, 2022 for design services for Bid Package 3 Sidewalk Improvements at Various Locations, City Project No. R-94, AHSC Project No. 19-AHSC-12760 (Project).

**WHEREAS**, O'Dell Engineering was acquired by Westwood Professional Services, Inc; and

**WHEREAS**, the City approved amendment No. 1 adding \$15,900 to the original contract; and

**WHEREAS**, the City requested changes to the Consultant's scope of work to add additional land descriptions; and

**WHEREAS**, Amendment No. 2 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 Engineering Design Services for the Project dated August 3, 2022 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** ARTICLE I. STATEMENT OF WORK A. SCOPE OF SERVICES shall be amended by adding the following:

CONSULTANT shall provide professional services as set forth in Exhibit A "Proposed CCO 2", 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 3.** ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS shall be amended by adding the following:

E. The total amount payable by CITY shall not exceed \$518,798.4.

F. The basic fee for additional work listed in EXHIBIT A “Proposed CCO 2”, attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$60,320.00.

G. City and Consultant agree on the rates shown in EXHIBIT A “Proposed CCO 2” and that the hourly rates shall be valid through January 1, 2026. 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.

**SECTION 4.** ARTICLE IV. PERFORMANCE PERIOD

A. The time for performance of this Agreement shall be extended until August 1, 2026.

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

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 2 to the Agreement on the date first written above.

**CITY OF MADERA**

**Westwood Professional Services, Inc.**

By: \_\_\_\_\_  
Cece Gallegos, Mayor

By: \_\_\_\_\_  
Dylan Crawford  
Title: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Taxpayer ID Number

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**

Proposed CCO 2

6/10/2025

## Proposal for Additional Services: Madera Sidewalk Project (R0056461.00)

# Supplemental Land Surveying Services Proposal

## Task 1: Additional Land Description Packages

- a. Prepare up to **twenty-six (26)** land description packages, including: a written description, a plat (exhibit), and closure report (if applicable) per package.
- b. Each land description package will support one acquisition type from a single owner across all contiguously owned legal parcels.

### DELIVERABLES

- Land description packages signed and stamped by a California licensed Professional Land Surveyor.

## Client to Provide

- Title services.

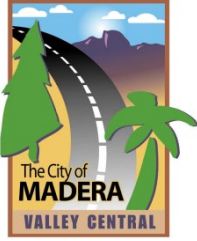
## Assumptions

- Scope does not include survey monument preservation as defined and required by Section 8771 of the Professional Land Surveyors' Act.
- Scope does not include special title research, preparation of chain-of-title, and research of documents not maintained in the records of the County Surveyor or County Clerk and Recorder.
- Scope does not include land title research needed to establish right-of-way ownership, or right-of-way status as a fee ownership or easement right.
- Scope does not include setting of property corner monuments or other marks on old or new property lines.
- Scope does not include preparation of a Record of Survey map or corner record.

## Cost Proposal

Task	Description	Unit Cost	Quantity	Total
1	Land Description Packages	\$ 2,320.00	26	<b>\$60,320.00</b>

*Fees are valid for 90 calendar days from the date listed on the cover sheet of the proposal. All time and material basis work (including additional services, if any) will be performed pursuant to the active fee schedule unless otherwise negotiated or approved.*



## REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-11

*Joseph Hebert*

Joseph Hebert, Parks & Community Services Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**SUBJECT:**

Acceptance of Lions Town & Country Park Restroom Renovation Project No. Invitation for Bid (IFB) 202324-05

**RECOMMENDATION:**

Staff recommend that the City Council approve Minute Order approving:

1. Acceptance of the Lions Town & Country Park (LT&C) Restroom Renovation Project, located at 2300 Howard Road, Madera, CA 93637, specifically restrooms located between Ballfields 1 & 2.
2. The Recording of Notice of Completion.
3. The release of retention 35 days after the recording of the Notice of Completion.

**SUMMARY:**

On January 17, 2024, the City Council approved the award of IFB 202324-05 to David J. Boyle Electric Shop for \$164,000 to remodel one of the restrooms at LT&C. The scope of work included the comprehensive renovation of the restroom building interiors, replacement of all restroom toilet fixtures and dispensers, restroom partitions, new flooring, interior lighting, and replacement of all plumbing connections. The exterior included painting of the building, entrance improvements, exterior lighting, and replacement of concrete walkways.

The renovation of the restrooms was done in accordance with Accessibility and ADA code requirements and inspected for compliance by a Certified Access Specialist (CASP) per State of California guidelines.

All parties agree that the project can be recommended for acceptance by the Council and a Notice of Completion recorded thereafter.

## **DISCUSSION:**

On December 21, 2023, the City received three bids in response to IFB 202324-05 for contractor services aimed at renovating the existing restroom at LT&C, specifically the restrooms located between Fields 1 & 2. The scope of work included the comprehensive renovation of the restroom interior along with the painting of its exterior, and concrete work around the immediate restroom facility.

Funding for restroom renovations comes from the State of California Department of Parks & Recreation, Per Capita Grant Program funded by Proposition 68. The City was appropriated \$177,952 for an eligible capital outlay-related project. This renovation project aligns with the grant's criteria, focusing on enhancing the restroom and acknowledging the restroom as a highly utilized restroom, necessitating capital improvements.

To proceed with the renovations, staff prepared IFB No. 202324-05. The IFB was released on November 18, 2023, with bids due on Thursday, December 21, 2023. A notice inviting bids was duly published in the Madera Tribune on November 18 and 25, 2023.

In accordance with the requirements set forth in the contract documents, the lowest responsive bidder was determined as David J. Boyle Electrical Shop, with a bid of \$164,000.

Key milestones thereafter are as follows:

- January 17, 2024: The Council approved a Construction Agreement with David J. Boyle Electrical Shop for \$164,000.
- January 19, 2024: A Notice of Award was executed.
- February 5, 2024: A Notice to Proceed was executed.
- February 12, 2024: Project start date.
- October 15, 2024: Substantial Completion was issued on, pending final approval of ADA compliance.

After the Substantial Completion, City staff addressed several issues necessary to bring the project to completion. A Certified Access Specialist (CASP) was engaged to assess compliance with ADA requirements. Upon inspection, it was determined that several items required correction.

Final Accessibility and ADA inspections were conducted on May 7, 2025, by the CASP Specialist and City staff. On May 20, 2025, City staff performed inspections of the installations as required for compliance by the building permit.

**FINANCIAL IMPACT:**

Funding for the restroom renovation comes from the Proposition 68 award. A total of \$177,952 was awarded to the City, focusing on new capital outlay projects or direct rehabilitation of existing infrastructure and enhancing outdoor access within communities. To date, expenses associated with Proposition 68 expenditure are captured in Table 1.

<b>Table 1: Proposition 68 – For Lions Town &amp; Country Park Restroom Renovation Project Expenditure/Encumbered to Date</b>	
<b>Item</b>	<b>Amount</b>
David J. Boyle Electric Shop Award	\$164,000
Contract Change Order No. 1 <sup>a</sup>	\$23,401
<b>Total Project Cost</b>	<b>\$187,401</b>
<sup>a</sup> Contract Change Order No. 1 is attached to this document	

With additional cost associated with the completion of the project, due primarily to accessibility and concrete related items, the contractor submitted a change order totaling \$23,401. The Proposition 68 award will cover the project cost up to \$177,952, with the remaining balance of \$9,449 paid out of the Parks Grant Fund.

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Completion with due cause. Rejection would result in the staff's inability to record the Notice of Completion until addressing Council concerns, if any.

**ATTACHMENTS:**

1. Notice of Completion
2. Photos of the Newly Renovated Lions Town & Country Park Restroom Between Ballfields 1 & 2
3. Change Order Number 1



**ATTACHMENT 1**

Notice of Completion

Recording Requested by:  
**City of Madera**

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

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

## NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN THAT:

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

Name

Address

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

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

Name

Address

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

10. The street address of said property is \_\_\_\_\_  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)  
**CITY OF MADERA**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Joseph Hebert  
Parks & Community Services Director

**State of California**  
**County of Madera**

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

**(Signature of Officer)**  
**CITY OF MADERA**

\_\_\_\_\_  
Joseph Hebert  
Parks & Community Services Director

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

**State of California**  
**County of Madera**

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

\_\_\_\_\_  
Alicia Gonzales  
City Clerk

(Seal)

## **ATTACHMENT 2**

Photos Below Showcase the Renovated Lions Town & Country Park Restroom Areas











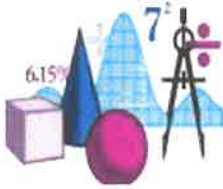






**ATTACHMENT 3**

Change Order Number 1



**CITY OF MADERA  
ENGINEERING DIVISION**

**CHANGE ORDER NO. 1**

Date:	May 30, 2025
Agreement Date	1/17/2024
Notice to Proceed	2/12/2024
Contract Completion Date:	5/13/2024
Extended Completion Date	6/4/2024
Substantial Completion Date:	10/15/2024

<b>Project Name</b>	<b>Lions Town &amp; Country Park Restroom Renovation</b>
<b>Project Number</b>	<b>City Project No. IFB 202324-05</b>
<b>Owner:</b>	<b>CITY OF MADERA</b>
<b>Contractor:</b>	<b>David J. Boyle Electric Shop</b>

**The following changes are hereby made to the Contract Documents:**

**Additive PCO Items:**

A1	PCO - Provide and install a Bobrick B-9262 Paper Towel Dispenser in Womens Restroom	
A2	PCO - Remove & Replace 25 Sq.Ft. Concrete Transition @ South-end of Sidewalk Walkway	
A3	PCO - Remove & Replace 35 Sq.Ft. Concrete Transition @ North-end of Sidewalk Walkway	
A4	PCO Provide & Install 1&1/8" OSB Backboard Furring on Steel-wall Siding for Green Board & Acrylic Panel Installation	
A5	PCO - Form & Install 22 Linear Feet of 4" Concrete Barrier Curb around Tree	
A6	PCO - Provide & Install Flooring in Mens and Womens Restrooms	
A7	PCO - Provide & Install 3/4" Wall Board Extension at Womens Restroom for Toilet Spacing	
A8	PCO - CASp Inspections, Project Observation Report (August 15, 2024), Monitoring of Accessibility & ADA Installation Adjustments and Replacements for Code Compliance & Survey of Concrete Surface to Verify Installation & Final Observation Report (May 7, 2025)/amount of \$7,800/2 = \$3,900.00	

**Deductive PCO Items:**

D1	Bid Item No. 2 - Delete SWPPP requirement \$800.00 - Project consisted of interior renovating of an existing restroom including removal & replacement of exterior sidewalk (less than an acre).	
D2	Bid Item No. 13 - Delete one floor drain in Men's restroom and 2 floor drains in women's restroom. (3 Drains @ \$150.00 each = \$450.00)	

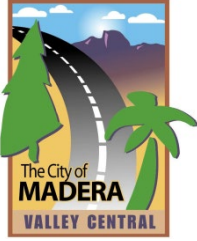
**CHANGES IN CONTRACT AMOUNT**

<b>CCO No. 1 (Additive) + CCO No. 1 (Deductives)</b>	<b>\$23,401.00</b>
<b>Original Contract Price</b>	<b>\$164,000.00</b>

<b>New Contract Price Due to Change Order Items</b>	<b>\$187,401.00</b>
---	---------------------

<b>CONSTRUCTION APPROVAL DATES</b>	
<b>CASp Field Observation Report/Mike Bluhm</b>	<b>August 15, 2024</b>
<b>Acessability &amp; ADA Final Compliance Report/Mike Bluhm</b>	<b>May 7, 2025</b>
<b>Building Department Permit Final Inspection/Dan Cook</b>	<b>May 20, 2025</b>

Approval Recommended & Ordered By:	
Jerry Martinez Engineering Project Manager	_____ Signature and Date
Accepted By:	
David J. Boyle Electric Shop	 6-4-25
_____ Title: _____	
APPROVED::	
Joseph Hebert Parks & Community Services Director	_____ Signature and Date



## REPORT TO CITY COUNCIL

Approved by:

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: June 18, 2025

Agenda Number: B-12

### SUBJECT:

Program Period 2025-2028 Title VI Plan for Public Transit Services

### RECOMMENDATION:

Adopt a Resolution approving the City's Program Period 2025-2028 Title VI Plan regarding policies and procedures to assure nondiscrimination in public transit services

### SUMMARY:

The City of Madera (City) is a recipient of Federal Transit Administration (FTA) funds and is required to ensure that its transit services comply with Title VI regulations. To demonstrate this compliance, the City must submit an updated Title VI program every three years. To meet that requirement, staff proposes approval of the Program Period 2025-2028 Title VI Plan for the City's Transit program, known as Madera Metro. This plan describes policies and procedures that ensure nondiscrimination when offering transit services to the public.

### DISCUSSION:

The purpose of the Title VI Plan is to establish guidelines that effectively monitor and ensure the City's Madera Metro transit services comply with FTA Title VI requirements.

Staff has prepared the Program Period 2025-2028 Title VI Plan in compliance with U.S. Department of Transportation Title VI regulations, 49 Code of Federal Regulations (CFR) part 21. Title VI is a federal statute and provides that "no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance". The City is committed to creating and maintaining a public transportation system that is free of all forms of discrimination. The City will take necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect.

Adoption of the Title VI plan will help ensure that the City's Transit programs, policies, and activities comply with Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). The LEP is included in the attached Title VI Plan.

The current Title VI Plan covers the Program Period between 2022-2025. The proposed Plan for Program Period 2025-2028 was updated with the following changes to ensure ongoing compliance with program requirements:

1. Pictures of public notices were added to the Plan.
2. Title VI forms and notices were translated into Spanish.
3. The Transit Advisory Board (TAB) demographic makeup was incorporated into the Plan (versus including it as an attachment).
4. The outreach activities were updated to reflect what current staff has participated in.
5. The Vehicle Headway Standards was updated to match the current number of routes.

A TAB meeting was held on June 9, 2025, at which staff shared and discussed the proposed Title VI Plan. The TAB members concurred with the Plan as presented and had no suggestions for staff.

#### **FINANCIAL IMPACT:**

As a recipient of federal funds, adoption of/conformance with Title VI Plan requirements is mandatory to continue receiving FTA funds.

#### **ALTERNATIVES:**

As an alternative, Council may choose to not approve the Resolution and Title VI Plan. As a result, City of Madera, Madera Metro would be out of compliance with the FTA Title VI regulations, 49 Code of Federal Regulations (CFR) Part 21 and unable to ensure transit services prohibit discrimination based on race, color, or national origin. In addition, Federal funding will be withheld, and staff would need to seek other revenue sources (potentially including General Fund) to continue providing public transit services.

#### **ATTACHMENTS:**

1. Attachment A – Resolution
  - a. Exhibit A – City of Madera FY 2025-2028 Title VI Plan

**Resolution No. 25-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING  
THE 2025-2028 CITY OF MADERA - MADERA METRO TITLE VI PROGRAM PLAN**

**WHEREAS**, the City of Madera operates the Madera Metro Fixed Route and Dial-A-Ride/Paratransit Services; and

**WHEREAS**, the City obtains financial assistance from the Federal Transit Administration (FTA) and must comply with applicable federal regulations that include Title VI regulations, 49 Code of Federal Regulations (CFR) Part 21 and;

**WHEREAS**, the purpose of the Title VI Program is to prohibit discrimination based on race, color, or national origin in programs and activities; and

**WHEREAS**, the City must update its Title VI Program every three years.

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

1. The above recitals are true and correct.
2. The Council adopts the 2025-2028 City of Madera-Madera Metro Title VI Program Plan attached as Exhibit A to this resolution and incorporated by reference
3. This resolution is effective immediately upon adoption.

\*\*\*\*\*



# **CITY OF MADERA MADERA METRO**

## **Title VI Program Fiscal Years 2025 – 2028**

**EFFECTIVE  
JUNE 2025**

Adopted by the City of Madera City Council  
June 18, 2025

*Point of Contact*  
Marcela Zuniga – Grants Administrator  
205 West 4<sup>th</sup> Street  
Madera, CA 93638  
(559) 661-3692

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## I. INTRODUCTION

The City of Madera (City) operates Fixed Route, Dial-A-Ride and ADA/Paratransit transit services (Madera Metro) throughout the City's jurisdictional boundaries. This document has been prepared and adopted to comply with Title VI of the Civil Rights Act of 1964, including recent provisions detailed in U.S. Department of Transportation's Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

The purpose of this Title VI Program is to establish guidelines that effectively monitor and ensure the City's transit services are in compliance with FTA Title VI requirements.

Title VI of the Civil Rights Act of 1964 (Title VI) states that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The FTA is required to ensure that federally supported transit services and related benefits are provided consistent with Title VI. The Title VI Program requires review every three years and updates accordingly if necessary.

The City will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). The City is committed to creating and maintaining a public transportation system that is free of all forms of discrimination. The City will take necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect.

The Title VI Program is implemented by the City's Grant Administrator who serves as the Title VI Compliance Coordinator. The Grants Administrator oversees the Title VI Program.

### TITLE VI POLICY STATEMENT

The City is committed to ensuring that no person is excluded from participation in or denied the benefits of its services based on race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. The City's objectives are to:

- Ensure that the level and quality of transportation service is provided without regard to race, color or national origin.
- Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations.
- Promote the full and fair participation of all affected populations in transportation decision making.
- Prevent the denial, reduction or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- Ensure meaningful access to programs and activities by persons with Limited

## Exhibit A

### English Proficiency (LEP).

## II. TITLE VI GENERAL REQUIREMENTS

To comply with 49 CFR, Section 21.9(d), the City shall provide information to the public regarding the City's obligations as prescribed by the DOT to comply with Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

The City informs members of the public of their Title VI protection rights by several means, including posting a Title VI Notice to the Public and Complaint Procedures and Forms. The City also provides complaint forms in English and Spanish and posts a Title VI bilingual notice for public viewing. All Title VI notices are posted for public viewing at multiple City owned facilities as described further in Section III.

## III. TITLE VI PUBLIC NOTICE

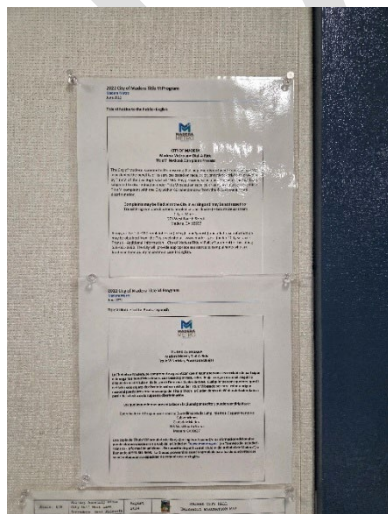
The City is required to post public notice of the protections against discrimination afforded by Title VI.

The following is a list of locations where transit-related bilingual Title VI Public Notices are posted:

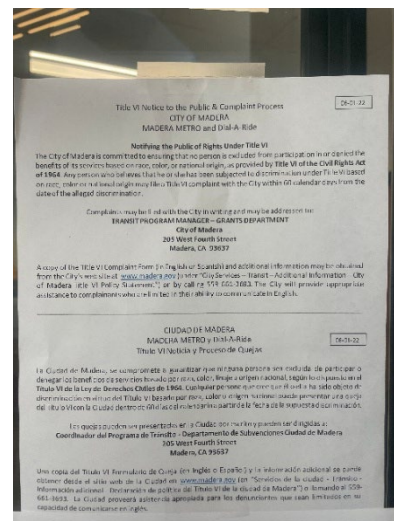
### *List of Locations where Title VI notices are posted.*

	LOCATION	ADDRESS
1	Madera Metro Office	City Hall: 205 W. 4 <sup>th</sup> Street, Madera, CA
2	Madera Transit Center	1951 Independence Drive, Madera, CA
3	Madera Metro Website	<a href="http://www.maderametro.gov">www.maderametro.gov</a>
4	Madera Metro Buses	

Madera Metro Office

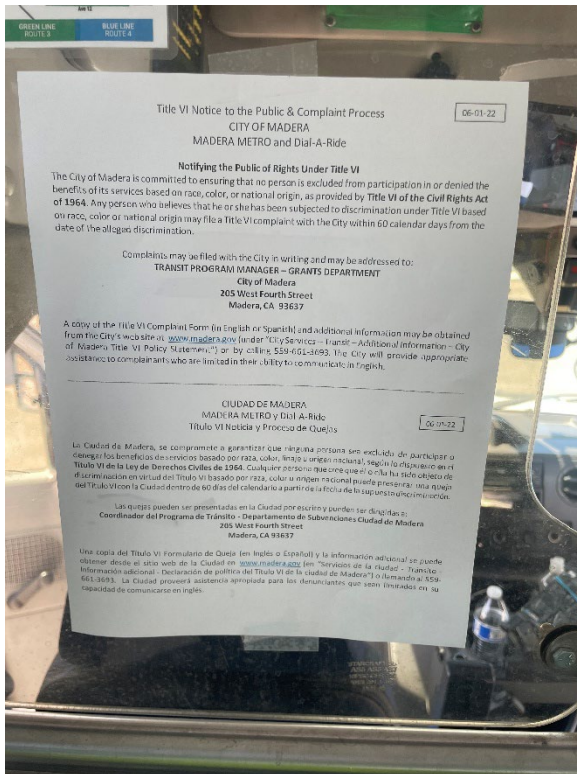


Madera Transit Center

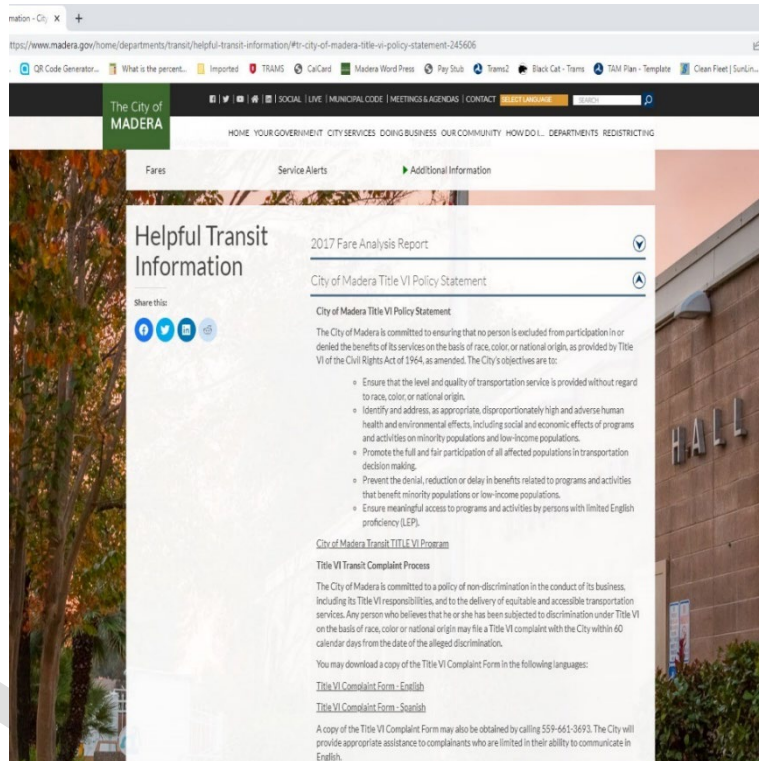


## Exhibit A


### Madera Metro Buses



### Madera Metro Website



### Title VI Public Notice – English



**CITY OF MADERA  
MADERA METRO**

**Title VI Notice and Complaint Process**

The City of Madera, Madera Metro operates its transit services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Madera, Madera Metro.

**Complaints may be filed with the City in writing and addressed to:**

City of Madera  
Finance Department—Grants Division  
Title VI Compliance Coordinator  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Title VI Complaint Forms may also be obtained at [www.maderametro.gov](http://www.maderametro.gov) under “Additional Information – City of Madera Title VI Policy Statement – Title VI Complaint Form.” Forms are available in English and Spanish.

**A complaint may also be filed directly with the Federal Transportation Administration (FTA) at:**  
Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor-TCR  
1200 New Jersey Ave., SE  
Washington, DC 202590

If information is needed in another language, please contact (559) 661-3693 or email [transitinfo@madera.gov](mailto:transitinfo@madera.gov).

Para más información en español, favor de llamar al (559) 661-3693 o por correo electrónico a [transitinfo@madera.gov](mailto:transitinfo@madera.gov).



**CITY OF MADERA  
MADERA METRO**

**Sus Derechos Bajo el Título VI y Proceso de Quejas**

La Ciudad de Madera, Madera Metro provee sus servicios tránsito sin importar raza, color u origen nacional de acuerdo con el Título VI del Acta de Derechos Civiles de 1964. Cualquier persona que crea que ha sido agraviada por cualquier practica discriminatoria ilegal bajo el Título VI, puede presentar una queja con la Ciudad de Madera, Madera Metro.

**Quejas pueden ser presentadas por escrito a la dirección:**  
Ciudad de Madera  
Departamento de Finanzas - División de Subvenciones  
Coordinador de Cumplimiento del Título VI  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Los formularios se encuentran en [www.maderametro.gov](http://www.maderametro.gov) debajo de "Additional Information – City of Madera Title VI Policy Statement – Title VI Complaint Form." Los formularios son disponibles en ingles y español.

**Quejas pueden ser presentadas directamente a la Administración Federal de Transportación a:**  
Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor-TCR  
1200 New Jersey Ave., SE  
Washington, DC 202590

Para información en otro idioma, favor de llamar al (559) 661-3693 o por correo electrónico a [transitinfo@madera.gov](mailto:transitinfo@madera.gov).

If information is needed in another language, please contact (559) 661-3693 or email [transitinfo@madera.gov](mailto:transitinfo@madera.gov).

#### IV. TITLE VI COMPLAINT FORMS AND PROCEDURES

The City is required to develop procedures for investigating and tracking Title VI complaints filed against the City and to make these procedures for filing a complaint available to the general public.

##### A. TITLE VI COMPLAINT PROCEDURE (ENGLISH)

###### **Submission of Complaint**

If a customer believes he/she has received discriminatory treatment by the City transit system based on race, color or national origin, the customer will have the right to file a complaint with the City's Grant Administrator who serves as the Compliance Coordinator for Title VI.

1. The complaints should be in writing and contain information such as name, address, phone number of the complainant and location, date, and a description of the problem(s). The Title VI Complaint Form is available for download in English and Spanish at [www.maderametro.gov](http://www.maderametro.gov). A copy of the Title VI Complaint Form may also be obtained by calling 559-661-3692. The City will provide appropriate assistance to complainants who are limited in their ability to communicate in English.



2. The complaint should be submitted by the grievant and/or his designee as soon as possible, but no later than one hundred and eighty (180) calendar days after the alleged violation to the City's Grants Administrator who serves as the Madera Metro Title VI Compliance Coordinator. **Complaints may be filed with the City in writing and addressed to:**

City of Madera  
Finance Department– Grants Division  
Title VI Compliance Coordinator  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

3. An investigation, as may be appropriate, shall follow the filing of the complaint. The appropriate investigation will be conducted by the Grants Administrator or a designated representative. These rules contemplate an informal but thorough investigation affording all interested persons an opportunity to submit evidence relevant to a complaint.
4. The Grants Administrator will issue a written determination as to the validity of the complaint and description of resolution, if any, by issuing one of two letters to the complainant: (1) a closure letter, or (2) a letter of finding. A closure letter summarizes the allegations and states there was no Title VI violation and that the case will be closed. A letter of finding summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. A copy of the letter will be forwarded to the complainant no later than 30 calendar days after its filing.
5. The complainant may appeal the Grant Administrator's decision to the City Manager within 10 calendar days of receipt of the decision. The City Manager will review the decision and within 30 days provide complainant with a written response to the appeal.
6. The complainant may appeal the decision of the City Manager by filing an appeal with the City Council. All such appeals must be submitted within 10 days of the complainant's receipt of the decision from the City Manager. Such appeals will be heard by the City of Madera Transit Advisory Board at its next regularly scheduled meeting. The City of Madera Transit Advisory Board will make findings and recommendations in writing regarding the complaint and appeal, and such findings and recommendations will be forwards to the City Council at its next regularly scheduled meeting for which an agenda has not already been published. The City Council will consider the findings and recommendations of the City Transit Advisory Board and make a final decision regarding the complaint and the matter will be closed. The City Council decision will be provided in writing to the complainant within 10 calendar days after the matter is heard at the public meeting.

### **Submission of Complaint to the Department of Transportation**

The complainant may also file a complaint directly to:

Civil Rights Officer – Region IX  
US Department of Transportation Federal Transit Administration TRO-9  
90 Seventh Street, Suite 15- 300  
San Francisco, CA 94103-6701

In accordance with Chapter 9, Complaints, of FTA Circular 4702.1B, such a complaint must be filed within 180 calendar days after the date of the alleged discrimination.

### **B. TITLE VI COMPLAINT PROCEDURE (SPANISH)**

#### **Presentación de Queja**

Si un cliente cree que ha recibido un trato discriminatorio por parte del sistema de tránsito de la Ciudad basado en raza, color u origen nacional, el cliente tendrá derecho a presentar una queja ante el Administrador de Subvenciones de la Ciudad quien sirve como el Coordinador de Cumplimiento del Título VI de Tránsito.

1. La denuncia debería ser presentarse por escrito y contener el nombre, domicilio, número de teléfono del denunciante y la localidad, fecha y descripción del presunto acto de discriminación. Los formularios de Quejas del Título VI están disponibles para descargar en español o inglés en nuestro sitio de internet [www.maderametro.gov](http://www.maderametro.gov). Una copia también podrá ser obtenida con llamar al (559) 661-3693. La ciudad brindará la asistencia adecuada a los denunciantes que tienen una capacidad limitada para comunicarse en inglés.
2. El denunciante debería presentar su queja lo más pronto posible pero no más tarde que ciento ochenta (180) días hábiles a partir de la fecha del presunto incidente discriminatorio al Administrador de Subvenciones de la Ciudad quien sirve como el Coordinador de Cumplimiento del Título VI de Tránsito. **Las quejas pueden presentarse ante la Ciudad por escrito y pueden dirigirse a:**

Ciudad de Madera  
Departamento de Finanzas – División de Subvenciones  
Coordinador de Cumplimiento del Título VI  
205 West 4th Street  
Madera, CA 93637

3. Al recibir la queja, según corresponda, se investigará la queja. La investigación apropiada se llevará a cabo por el Administrador de Subvenciones o un representante designado. Estas reglas contemplan una investigación informal pero exhaustiva que ofrece a todas las personas interesadas la oportunidad de presentar pruebas relevantes a una queja.
4. El Administrador de Subvenciones emitirá una determinación por escrito sobre la validez de la queja y la descripción de la resolución, si la hubiera, mediante la emisión de una de

dos cartas al reclamante: (1) una carta de cierre, o (2) una carta de conclusión. Una carta de cierre resume las acusaciones y establece que no hubo una violación del Título VI y que el caso se cerrará. Una carta de conclusión resume las alegaciones y las entrevistas con respecto al presunto incidente y explica si se tomará alguna acción disciplinaria, capacitación adicional del miembro del personal u otra acción. Una copia de la carta se enviará al denunciante no más de 30 días hábiles después de haber recibido la queja.

5. El denunciante puede apelar la decisión del Administrador de Subvenciones al Gerente de la Ciudad de Madera dentro de 10 días hábiles de haber recibido la decisión. El Gerente de Madera revisará la decisión y, dentro de 30 días, proveerá al denunciante una respuesta a la apelación.
6. El denunciante puede apelar la decisión del Gerente de Madera al Concilio de Madera. Todas estas apelaciones deben presentarse dentro de 10 días después de haber recibido la decisión del Gerente de Madera por parte del reclamante. Dichas apelaciones serán revisadas por la Mesa Consultiva de Tránsito de la Ciudad de Madera durante su próxima reunión ordinaria. La Mesa Consultiva de Tránsito de la Ciudad de Madera emitirá sus conclusiones y recomendaciones por escrito sobre la queja y la apelación, y dichas conclusiones y recomendaciones se enviarán al Concilio de Madera durante su próxima reunión ordinaria, la cual no se habrá publicado aún una agenda. El Concilio considerará las conclusiones y recomendaciones de la Mesa Consultiva de Tránsito de la Ciudad de Madera y tomará una decisión final sobre la queja, dando por concluido el asunto. La decisión del Concilio se comunicará por escrito al reclamante dentro de los 10 días hábiles después de la audiencia pública del asunto.

### **Presentación de Queja al Departamento de Transporte**

El denunciante también puede presentar una queja directamente a:

Oficial de Derechos Civiles – Región IX  
Departamento de Transporte (FTA) de EE. UU. Administración Federal de Tránsito, TRO-9  
90 Seventh Street, Suite 15-300  
San Francisco, CA 94103-6701

De acuerdo con el Capítulo 9, Quejas, del Circular 4702.1B del FTA, la queja tendrá que ser sometida dentro de 180 días calendarios después de la fecha del presunto discriminatorio.



City of Madera Transit System  
Civil Right Complaint

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please contact Grants Administrator at 559.661.3692.

Complete and return this form to:

City of Madera  
Finance Department – Grants Division  
Title VI Coordinator  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

1. Complainant's Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

4. Telephone (home): \_\_\_\_\_ (business): \_\_\_\_\_

5. Person discriminated against (if someone other than the complainant):

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



Exhibit A

6. Which of the following best describes the reason you believe the discrimination took place?  
Was it because of your:

☐ Race/Color

☐ National Origin

7. What date did the alleged discrimination take place? \_\_\_\_\_

8. In your own words, describe the alleged discrimination. Explain what happened and who you believe was responsible.

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9. Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? ☐ Yes ☐ No

If yes, check each box that applies:

☐ Federal Agency ☐ Federal Court ☐ State Agency ☐ State Court ☐ Local Agency

10. Please provide information about a contact person at the agency/court where the complaint was filed.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

\_\_\_\_\_  
Complainant's Signature

\_\_\_\_\_  
Date



Sistema de Tránsito de la Ciudad de Madera  
Denuncia de Derechos Civiles

El Título VI de la Ley de Derechos Civiles de 1964 exige que: "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal."

La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario, comuníquese con el Administrador de Subvenciones al 559.661.3692.

Rellene y envíe este formulario a:

Ciudad de Madera  
Departamento de Finanzas – División de Subvenciones  
Coordinador de Cumplimiento del Título VI  
205 West 4th Street  
Madera, CA 93637

1. Nombre del demandante: \_\_\_\_\_

2. Dirección: \_\_\_\_\_

3. Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal: \_\_\_\_\_

4. Teléfono (domicilio): \_\_\_\_\_ (empresa): \_\_\_\_\_

5. Persona discriminada (si alguien distinto del denunciante):

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal: \_\_\_\_\_

Exhibit A

6. ¿Cuál de las siguientes opciones describe mejor la razón por la que cree que se produjo la discriminación? Fue por su:

a. ☐ Raza/Color ☐ Origen Nacional ☐ Edad ☐ Género ☐ Ingresos

7. ¿En qué fecha se produjo la presunta discriminación? \_\_\_\_\_

8. En sus propias palabras, describa la supuesta discriminación. Explica lo que pasó y quién crees que fue el responsable.

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9. ¿Ha presentado este documento conforme con cualquier otra agencia federal, estatal o local, o con cualquier tribunal federal o estatal? Sí o No o

En caso afirmativo, marque cada casilla que corresponda:

☐ Agencia Federal ☐ Tribunal Federal ☐ Agencia Estatal ☐ Tribunal Estatal  
☐ Agencia Local

10. Sírvanse proporcionar información sobre una persona de contacto en el organismo/tribunal en el que se presentó la denuncia.

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_

11. Por favor, firme abajo. Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

## **V. RECORD AND REPORT-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS AND LAWSUITS**

The City is required to prepare and maintain a list of investigations, complaints, or lawsuits that pertain to allegations of discrimination based on race, color, and/or national origin in transit-related activities and programs and that pertain to the entity submitting the report, not necessarily the larger agency or department of which the entity is a part.

The City has not been involved in any transit-related Title VI investigations, complaints or lawsuits. The City Title VI Transit Grants Administrator will maintain a list of Title VI investigations, complaints, and lawsuits including a comprehensive summary and description of actions taken by the City, as required by the Title VI regulations. The list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegations(s); the status of the investigation; lawsuit, or complaint; and actions taken by the City in response, or final findings related to the investigation, lawsuit, or complaint. The list shall be included in the City's Title VI submittal to FTA every three years.

## **VI. PUBLIC PARTICIPATION PLAN**

The City is required to develop a public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission. The City also must have a language assistance plan for providing language assistance to persons with limited English proficiency (LEP).

The City's Public Participation Plan is reflected in the "City of Madera Transit Services Title VI Limited English Proficiency (LEP) Plan" under "Outreach Techniques." The City's public participation activities, public meetings, and participation in community activities are described in the LEP Plan.

City transit staff also participates in the development and updates to the Madera County Transportation Commission (MCTC) "Public Participation Plan" and coordinates and integrates its outreach efforts with the MCTC as needed.

The City's Language Assistance Plan is reflected in the City's LEP Plan and includes language assistance measures. The City's approach includes several options available to LEP persons, including both oral and written language services. Specific details are included in the City's LEP Plan starting on page 18 of this program.

### **PUBLIC OUTREACH ACTIVITIES**

The City web site posts Madera Metro and Dial-A-Ride schedules, notices, and surveys. The City's web site provides material in both English and Spanish. The City also provides easy access to bilingual (English and Spanish) administrative staff and drivers at the City's Transit Center during operating hours to answer questions during their regular shift schedules for those LEP passengers who use the City's bus system.

## Exhibit A

The City reaches out to the community directly through meetings with agency and community staff and their clients, as needed. Information regarding the City's transit services is disseminated at these meetings, including schedules and appropriate fliers. Schedules also are made available at a variety of locations throughout the community and on the Madera Metro and Dial-A-Ride systems.

### **PUBLIC MEETINGS**

The City conducts quarterly Transit Advisory Board (TAB) meetings that are open to the general public. The seven-member TAB is composed of diverse public citizens of the community and takes to Public Comment at each meeting.

The City also collaborates with the MCTC, the Metropolitan Planning Organization (MPO), in its Unmet Transit Needs process. The Unmet Transit Needs hearings are accessible to the general public, offer bilingual translation, and are consistent with MCTC's comprehensive Public Participation Plan and process that ensures meaningful access to LEP throughout the Madera County region. The MCTC public hearing is accessible by Madera Metro Fixed-Route services or on Dial-A-Ride at no cost to passengers.

City transit staff also participates in the development of the MCTC "Public Participation Plan." A series of meetings are conducted with participants from throughout the community. Recommendations to maximize community involvement are reflected in this plan and adopted by the MCTC Board. The City considers and uses the MCTC Public Participation Plan as a blueprint for City to engage the public.

### **GENERAL AWARENESS SURVEYS**

The City of Madera transit system conducts bilingual (English and Spanish) on-board rider and general awareness surveys. These personal one-on-one surveys allow riders to convey any concerns or comments they may have regarding Madera Metro Transit services.

### **BILINGUAL OUTREACH**

The City of Madera transit system provide Spanish-speaking clients with bilingual information on public transit services. Staff assistance is utilized in outreach programs and offered for programs and public meeting, such as the Transit Advisory Board quarterly meetings.

### **TELEPHONE ACCESS**

Transit staff is available to answer questions in Spanish during normal operational hours (Monday – Friday: 7am – 6:30pm; Saturday: 7am – 4pm). Transit staff can be reached at (559) 661-3693. Additionally, the Madera Metro transit system is accessible by phone at 559-661-RIDE (7433).

### **EMAIL**

Customers may share their questions and concern through email submitting to:

- [transitinfo@madera.gov](mailto:transitinfo@madera.gov)

## PARTICIPATION IN COMMUNITY ACTIVITIES

The City engages in community activities that promote its transit services. These activities include public workshops and outreach presentations where a broad cross-section of community can access information on the City transit system.

## STRATEGIES

To promote inclusive public participation, the City of Madera will leverage resources of the Madera County Transportation Commission Public Participation Plan and use its own resources available to deploy the following strategies, as appropriate:

- Provide for early, frequent and continuous engagement by the public.
- Select accessible and varied meeting locations and times.
- Employ different meeting sizes and formats.
- Provide childcare and food during meetings, if possible.
- Expand traditional outreach methods i.e., street fairs, faith-based institutions, libraries, etc.
- Use social media to gain public involvement
- Use other mediums that serve LEP populations.

## SUMMARY OF OUTREACH EFFORTS – FISCAL YEAR 2023 TO PRESENT

The direct public outreach and involvement activities conducted by the City of Madera, Transit Division since the approval of the 2022-2025 Title VI Program are summarized in the table below. Efforts include meetings, surveys, focus groups, etc. Information pertinent to each event will be provided upon request. Examples include copies of announcements, agendas/minutes, posters, attendee list, etc. Multiple outreach efforts were also conducted through the Madera Metro Facebook page at <https://www.facebook.com/maderametro>.

EVENT DATE	EVENT DESCRIPTION	OUTREACH STRATEGY
August 2022	Transit Advisory Board (TAB)	Meeting
September 27, 2022	TAB	Meeting
January 2023	TAB	Meeting
March 2023	TAB	Meeting
July 2023	TAB	Meeting
October 5, 2023	Ageing Expo	Public Outreach
November 2, 2023	Promotoras Meeting	Staff Presentation
January 23, 2024	TAB	Meeting
March 19, 2024	Camarena Health	Staff Presentation
March 19, 2024	Madera County Transportation Commission – Unmet Needs Workshop	Public Outreach
April 16, 2024	TAB	Meeting
August 27, 2024	TAB	Meeting
December 11, 2024	Madera Unified School District	Staff Presentation

January 28, 2025	TAB	Meeting
April 22, 2025	TAB	Meeting
May 1, 2025	Senior Luncheon	Public Outreach
June 9, 2025	TAB	Meeting

## VII. LANGUAGE ASSISTANCE PLAN AND FOUR-FACTOR ANALYSIS

The City must have a language assistance plan for providing language assistance to persons with limited English proficiency (LEP) Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

The City's web site (<https://www.madera.gov/home/departments/transit/>) posts Madera Metro and Dial-A-Ride schedules, notices, and surveys. The City's web site provides material in both English and Spanish. The City also provides easy access to bilingual (English and Spanish) administrative staff and drivers/dispatch (via terms in the City's third-party transit operator contract) at the City's Transit Center during operating hours to answer questions during their regular shift schedules for those LEP passengers who use the City's bus system.

The City conducts quarterly Transit Advisory Board (TAB) meetings that are open to the general public. The seven-member TAB is composed of diverse public citizens of the community and takes public testimony at each meeting. The City also collaborates with the Madera County Transportation Commission (MCTC), the Metropolitan Planning Organization (MPO), in its Unmet Transit Needs process. The Unmet Transit Needs hearings are accessible to the general public, offer bilingual translation, and are consistent with MCTC's comprehensive Public Participation Plan that ensures meaningful access to LEP throughout the Madera County region.

**CITY OF MADERA  
MADERA METRO  
LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

**INTRODUCTION**

This Limited English Proficiency (LEP) Plan has been prepared to address the City of Madera transit responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, Federal Transit Administration Circular 4702.1B dated October 1, 2012, which states that no person shall be subjected to discrimination based on race, color, or national origin.

Executive Order 13166, titled “Improving Access to Services for Persons with Limited English Proficiency” (65 FR 50121, Aug. 11, 2000), indicated that differing treatment based upon a person’s inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all State and local agencies which receive federal funds.

**BACKGROUND**

The City’s Finance Department and Grants Division administers the Madera Metro and Dial-A-Ride transit services that are operated by a contract service provider. The current transit service provider is MV Public Transportation, Inc.

The Madera City Council is the policymaking body for the system. A seven-member Transit Advisory Board (TAB) composed of residents appointed by the City Council, acts as an advisory and steering committee.

The City’s transit services consist of a Fixed Route and a Dial-a-Ride service (DAR). The City Finance Department and Grants Division has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by Madera Metro and Dial-A-Ride. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, and how to notify LEP persons that assistance is available.

To prepare this plan, the U.S. Department of Transportation (DOT) Four-Factor LEP analysis was considered:



## Exhibit A

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter the City's transit programs, activities, or services.
2. The frequency with which LEP persons encounter the City's transit services programs, activities, or services.
3. The nature and importance of programs, activities, or services provided by the City's transit services to the LEP population.
4. Resources available to the City of Madera Grants Department and Transit Division and overall cost to provide LEP assistance.

A summary of the results of the City's transit services' four-factor analysis is in the following section.

### MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

- 1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter City transit programs, activities, or services.**

According to the most recent American Community Survey (ACS) based on the 2020 US Census, the City's population is below the 100,000-population threshold requiring full inclusion of the City's transit services staff. The 2020 U.S. Census indicates the City's population is 66,224 residents, 36,624 (55.3%) of Madera residents speak a language other than English. In the City 17,598 residents (26.5%) have limited English proficiency; that is, they speak English "not well" or "not at all". Of those persons with limited English proficiency, the majority speak Spanish (10,761 / 16.2% Spanish Speaking Only Residents). The City's most current demographic analysis shows that the number or proportion of LEP served or encountered in the eligible service area is as follows:

#### *Service Provision Tracts Demographics*

Tract Number	5.10	5.11	5.12	5.15	6.02	6.03	6.04	7.02	7.01	8.01	8.02	9.01	9.02	9.03
Total Population	6,128	6,557	4,693	3,705	4,067	6,293	5,139	6,611	5,433	2,625	4,167	3,884	3,977	3,620
Hispanic/Latino	4,779	5,311	2,815	2,593	3,782	5,349	4,470	4,098	3,748	2,126	3,708	2,835	2,823	3,294
Percentage	78%	81%	60%	70%	93%	85%	87%	62%	69%	81%	89%	73%	71%	91%

Lastly, through staff contact, and feedback from the transit operator, it has been noted that not only is Spanish the primary language identified, but varying dialects of Spanish from different countries is also being experienced.

**2. The frequency with which LEP persons come in contact with City transit services programs, activities or services.**

All transit services are provided in one or more of the above-referenced census tracts. A high percentage of Hispanic/Latino individuals therefore come into contact with the program. On-board ridership surveys conducted by the City reflect that 75 percent of riders utilize MAX or Dial-A-Ride services three to five days per week; 16 percent six to seven days per week; and 8 percent one to less than one day per week.

**3. The nature and importance of programs, activities, or services provided by City transit services to the LEP population.**

The largest geographic concentration of LEP individuals in the City of Madera transit services area is Spanish speaking. On-board ridership surveys conducted by the City indicate that 83 percent are captive transit riders, and 30 percent could have made their trip by another means as a passenger. The main purposes indicated for trips were 61 percent for medical/dental; 50 percent for shopping; 42 percent for school; 20 percent for work; and 17 percent for other purposes including religious services and social outings.

**4. The resources available to City's Grants Division and overall cost to provide LEP assistance.**

The City's transit staff has access to a variety of resources and collaborates with multiple organizations that help with outreach and provide LEP assistance at low or no cost. Community-based resources include:

- City of Madera Transit Advisory Board
- City of Madera Senior Centers
- City of Madera Intermodal Center
- City of Madera Transit Center
- Madera County Transportation Commission (MCTC) Social Services Transportation Advisory Committee (SSTAC)
- MCTC Board Unmet Transit Needs Process
- MCTC Public Participation Plan Committee
- Madera County Social Services Department
- Community Action Partnership of Madera County
- Camarena Health Center

The above community resources will continue to be used on a regular basis to assist in identifying the needs of the City's LEP population. They will also serve to widely disseminate bilingual transit service information and announcements and to notify the LEP population of planned workshops and outreach efforts.

Based on the four-factor analysis, the City will develop its LEP Plan as outlined in the following section.

### **IDENTIFICATION OF LEP POPULATION**

The Grants Division has developed several possible ways to assist in identifying LEP populations within the City, including:

- a. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
- b. Greeting participants as they arrive at City transit-sponsored events. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English.
- c. Surveying vehicle operators and other front-line staff, like dispatchers and Dial-a-Ride schedulers, on their experience concerning any contacts with LEP persons.
- d. Networking with local human services organizations (such as Social Services and Public Health) to assist in identifying LEP groups and individuals most in need of LEP assistance and to further facilitate dissemination of information about the City's transit system.

### **LANGUAGE ASSISTANCE MEASURES**

Several language assistance options are available to LEP persons, including both oral and written language services. City transit staff can respond to LEP persons, whether in person, by telephone, or in writing as described below:

- a. Provide bilingual transit staff at community events, public hearings, and Transit Advisory Board (TAB) meetings.
- b. Placement of statements in notices and publications that interpreter services are available for these meetings.
- c. Annually survey bus drivers and other front-line staff, like dispatchers, Dial-A-Ride schedulers, and service development planners on their experience concerning any contacts with LEP persons during the previous year.
- d. Post the City of Madera, Madera Metro Transit Services Title VI Program and LEP plan on the City's website, <https://www.madera.gov/home/departments/transit/>
- e. Require all transit operator contracts to include the following clause:  
"Personnel: CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representative and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Dispatchers and customer service representatives shall have some bilingual skills (communicate in Spanish and English, i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple directions in English/Spanish. Qualified supervisory personnel shall be available during all hours of operation."

- f. When an interpreter is needed, for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

### **LEP SAFE HARBOR**

The Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less, of the total population or persons eligible to be served or likely to be affected or encountered) a recipient of FTA funds must provide written translation of vital documents for the non-English users. Further translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost. These safe harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

The City's Madera Metro transit system complies with the Safe Harbor Threshold provisions, as evidenced by the number of documents translated in Spanish. With respect to Title VI information, the following shall be made available in Spanish:

- Title VI Public Notices
- Title VI Complaint Procedures
- Title VI Complaint Form

In addition, the City will conduct marketing that incorporates translated materials that reach LEP persons. Notices of free language assistance for person with LEP include the following:

- Notice of Non-Discrimination and Reasonable Accommodation
- Outreach Materials
- System Maps and Bus Schedules
- Route Changes
- Community Meetings
- Public Hearings
- Service Change Announcements
- Safety and Security Announcements

### **LEP STAFF TRAINING**

The City ensures timely and reasonable language assistance to LEP utilizing several approaches. Customer service staff and other key staff are given instructions on (1) how to respond to an LEP caller request and (2) how to respond to written communication from an LEP person.

Instructions are provided to vehicle operators, supervisors and managers, and others who regularly interact with the public on how to respond to an LEP customer.

### **OPTIONS TO RESPOND TO LEP PERSONS**

There are various ways in which the City's transit staff can respond to LEP persons, whether in person, by telephone, or in writing. They include but are not limited to the following:

- a. Provide writing translation of vital documents for eligible LEP language group(s) including, but not limited to:
  - Consent and complaint forms
  - Intake and application forms
  - Written notices of rights
  - Notice of denials, losses, or decreases in benefits or services
  - Notice of person's rights under Title VI
- b. Provide a bilingual Community Outreach Coordinator at community events and public hearings. The City has personnel to provide Spanish interpretation.
- c. Place statements in notices and publications that interpreter services are available for these meetings.
- d. Survey bus drivers and other front-line staff, such as dispatcher, scheduler, and service development planners on their experience concerning any contacts with LEP persons during the previous year.
- e. Post the City of Madera, Madera Metro Transit Services Title VI Program and LEP plan on the City of Madera website, <https://www.madera.gov/home/departments/transit/>
- f. Access language assistance services from a professional translation service or qualified community volunteers when an interpreter is needed to ensure information is clearly presented, including public comments.
- g. Provide on-going employee training to promote better understanding of the laws that prohibit discrimination on the basis of national origin and to ensure timely and reasonable language assistance to LEP populations. LEP sensitivity training will be conducted with staff (drivers, dispatch, and management) as part of employee training and orientation and refreshers classes to ensure staff work effectively with LEP populations and provide effective language assistance services.

### **OUTREACH TECHNIQUES**

When staff prepare a document or schedules a meeting for which the target audience is expected to include LEP individuals, documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population. Interpreters will be available as needed. The City currently uses a variety of outreach approaches as described below.

#### **1. Public Outreach Activities**

The City's website posts transit schedules and rider information. The City's website provides material in both English and Spanish. The City also provides easy to access to bilingual (English and Spanish) administrative staff and drivers during operating hours to

answer questions during their regular shift schedules for those LEP passengers who use the City's transit system.

The City also reaches out to the community directly through meetings with agency and community staff and their clients as needed. Information regarding the City's transit services is disseminated at these meetings, including schedules and appropriate fliers. Schedules also are made available at a variety of locations throughout the community and on all City transit buses. Staff utilize different meeting sizes and formats, utilize alternative advertising platforms and community interaction.

## **2. Public Meetings**

The City conducts and participates in meetings that are open to the general public and can be scheduled at convenient times and accessible locations. The City collaborates with the MCTC, the Metropolitan Planning Organization (MPO), in its Unmet Transit Needs process. The Unmet Transit Needs hearings are accessible to the general public and are consistent with MCTC's comprehensive Public Participation Plan and process that ensure meaningful access to LEP throughout the service area. The MCTC public hearing is accessible by public transit services.

The City's transit staff also participates in the development of the MCTC "Public Participation Plan." A series of meetings are conducted with participants from throughout the community. Recommendations to maximize community involvement are reflected in this plan and adopted by the MCTC Board.

## **3. Participation in Community Activities**

The City engages in community activities that promote its transit services. These activities and sites include:

- City of Madera Senior Centers
- City of Madera Community Centers
- MCTC Annual Unmet Transit Needs Process
- Madera Unified School District
- Madera County Public Health Department

## **ASSURANCES**

The City transit services will ensure that no person, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination. Further, the City will notify the public of protections against discrimination afforded them by Title VI Regulations and will take preventive corrective and disciplinary action necessary to reduce behavior that violate the rights and privileges the regulations are designed to protect.

The City will post information on its web site, Intermodal and Transit Facility as well as all transit buses and ensure that it reflects up to date information consistent with the requirements of 49 CFR Section 21.9(d).

### **MONITORING AND UPDATING THE LEP PLAN**

Madera will update the LEP as required by U.S. DOT. At a minimum, the plan will be reviewed and updated when more data from the 2010 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the City of Madera transit services area. Updates will include the following:

- Documentation of LEP personal contacts.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether City transit financial resources are sufficient to fund language assistance resources needed.
- Determine whether City has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning City transit services' failure to meet the needs of LEP individuals.

### **DETERMINATION OF SITE OR LOCATION OF FACILITIES**

The City will not determine the location of projects requiring land acquisition and the displacement of persons from their residences and businesses on the basis of race, color, or national origin per Title 49 CFR, Section 21.9(b)(3). In determining the site or location of facilities, the City will not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subject them to discrimination.

Facilities include, but are not limited to, storage facilities, maintenance facilities, operation center, etc.. A Title VI equity analysis will be undertaken before selection of a preferred site and outreach undertake to persons potentially impacted by the siting of facilities. Compliance with regulations, the City is also determined if other facilities with similar impacts I the area will result in any cumulative adverse impacts.

If a location is determined to have a disparate impact on the basis of race, color, or nation origin, the City may only locate the project in the selected location with substantial justification and where there are no alternative locations that would have a less disparate impact. Upon consideration and analysis of alternatives, the least discriminatory analysis will be implemented.

### **AVAILABILITY OF TITLE VI PLANS AND PROCEDURES**

The City of Madera, Madera Metro Titel XI Program and LEP Plan are included in the City of Madera's website at <https://www.madera.gov/home/departments/transit/>. Any person or agency with internet access will be



## Exhibit A

able to access and download the plan from the City's website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the translated plan which the City will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to the City of Madera Finance Department, Grants Division, Title VI Coordinator:

### **CITY OF MADERA**

Finance Department - Grants Division  
Title VI Compliance Coordinator  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

Phone: (559) 661-3692

Fax: (559) 674-2972

Email: [transitinfo@madera.gov](mailto:transitinfo@madera.gov)

### **MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES**

The FTA requires the City to document efforts to encourage minority participation on non-elected committees, boards, councils or other bodies. City must provide a table of transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the City, and must indicate the racial breakdown of the membership of such committees or councils.

The City established the Transit Advisory Board (TAB) to serve in an advisory capacity to the City Council and staff on transit matters. The TAB reviews transit proposals, ensures grievance procedures are followed and discusses overall transit planning and operating activities. The TAB is comprised of seven (7) members, all of whom serve a four-year term. Members are appointed directly by individual city council members of the City of Madera City Council and represent a cross section of the community.

RACE/ETHNICITY	SERVICE AREA POPULATION PERCENTAGE
Caucasian	0%
Hispanic/Latino	50%
Black/African American	17%
Asian	0%
American Indian/Alaska Native	17%
Pacific Islander	0%



#### **VIII. SUBRECIPIENT MONITORING AND SCHEDULE OF SUBRECIPIENT TITLE VI PROGRAM SUBMISSIONS**

The City currently contracts its federally funded transit operations to MV Transportation, Inc. Third-party contractors are not required to develop their own Title VI Programs but must comply with the City's Title VI Program. Therefore, it is up to the City to monitor its contractor to ensure it remains in compliance with the City's Title VI Program.

The City monitors Title VI compliance by ensuring the Notice to Public is displayed on all transit vehicles, performing quality control checks and holding monthly meetings with the contractor to address continued Title VI implementation. Additionally, the contract agreement includes Title VI compliance.

#### **IX. TITLE VI EQUITY ANALYSIS**

Title VI regulations require the completion of an Equity Analysis whenever a recipient or subrecipient begins planning the location and construction of a new transit facility (not including bus shelters, transit stations, power substations, or other facilities already evaluated through NEPA).

#### **X. DEVELOP SYSTEM-WIDE STANDARDS AND POLICIES**

FTA requires all fixed-route transit providers to develop quantitative service standards and policies for their fixed-route service. Individual public transportation providers may set standards that best reflect their local environment.

The City has developed service standards and policies for its fixed-route system, Madera Metro, consistent with Title VI requirements. The standards are included in Exhibit G and include (a) vehicle load; (b) vehicle headways; (c) on-time performance; and (d) service availability.

## SYSTEM-WIDE SERVICE STANDARDS MADERA METRO FIXED-ROUTE SYSTEM

### BACKGROUND

FTA requires all fixed-route transit providers of public transportation to develop quantitative standards for the following indicators. Individual public transportation providers may establish their own standards. The standards established by the City are equivalent for each mode of transportation offered, i.e. fixed route and on-demand.

### DEFINITIONS

- Vehicle load for each mode: Generally expressed as the ratio of passengers to the number of seats on a vehicle, relative to the vehicle's maximum load point. (For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees. Transit providers can specify vehicle loads for peak versus off-peak times, and for different modes of transit.)
- Vehicle headways for each mode: The amount of time between two vehicles traveling in the same direction on a given line or combination of lines.
- On-time performance for each mode: A measure of runs completed as schedules.
- Service availability for each mode: A general measure of the distribution of routes within an agency's service area.

### VEHICLE LOAD STANDARDS

Vehicle load thresholds will be used to measure service effectiveness or to determine remediation. The average of all loads during peak AND off-peak operating periods should not exceed 1.0 (0% standees) on the fixed-route system.

VEHICLE LOAD STANDARD	VEHICLE LOAD STANDARD	STANDEES
Peak Period	1.0	0%
Off-Peak Period	1.0	0%

Drivers are not required to delay departure or miss/skip a stop when vehicle load standard has been met. Drivers must instruct all passengers as they board that legally they must wear a seatbelt while riding the fixed route; however, if a passenger refuses or wishes to stand, the Driver may let them do so.

### VEHICLE HEADWAY STANDARDS

Vehicle headway is the time interval between vehicles on a route that allows passengers to gauge how long they will have to wait for the next vehicle. Like vehicle load, vehicle headway varies by

## Exhibit A

mode and time of day. Vehicle headway will be determined by ridership and available resources to operate service.

Scheduling involves the consideration of several factors, including ridership, productivity, transit/pedestrian-friendly streets, density of transit-dependent population and activities, relationship to the Regional Transportation Plan, relationship to major transportation developments, land use connectivity, and transportation demand management.

Headway standards for fixed routes are as follows:

Route 1	48 minutes
Route 2	26 minutes
Route 3	49 minutes
Route 4	20 minutes

### **ON-TIME PERFORMANCE STANDARDS**

A vehicle is considered on time if it departs at a scheduled timepoint no more than one minute early and no more than five minutes late. The City's on-time performance objective is 90% or greater for fixed route and Dial-A-Ride. The City continuously monitors on-time performance. System results are published and posted as part of monthly performance reports covering all aspects of operations.

### **SERVICE AVAILABILITY STANDARDS**

The City's service availability standards will strive to ensure that 90% of residents in the service area are within one-half mile of the bus service. Like vehicle headways, the ability to provide increased service levels will be determined by ridership and available resources to operate service.

## **SYSTEM-WIDE SERVICE POLICIES MADERA METRO FIXED-ROUTE SYSTEM**

### **BACKGROUND**

FTA requires that all providers of fixed-route public transportation develop qualitative policies for the following procedures:

- Vehicle Assignment
- Transit Amenities

### **POLICIES**

#### **Vehicle Assignment Policy**

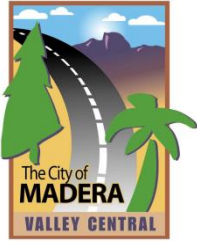
A vehicle(s) will be assigned to each of the Madera Metro Fixed-Route such that the average age of the fleet serving each route does not exceed over five years beyond the FTA useful life standard of the assigned vehicle type.

All vehicles will be equipped with air conditioning.

The capacity of vehicles will be matched to the operating characteristics of the route.

#### **Transit Amenities Policy**

Transit amenities include shelters, benches, and signage. Installation of transit amenities along bus routes will be determined by factors such as ridership, boardings, individual requests, staff recommendations, and proximity to key origins and destinations. Consideration will be given to ensure amenities are being distributed throughout the transit system in an equitable manner, i.e., considering disparate impacts on the basis of race, color, or national origin, and taking corrective actions to remedy existing disparities to the maximum extent possible.



## REPORT TO CITY COUNCIL

**Approved by:**

Giachino Chiaramonte  
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-13

**SUBJECT:**

Police Patrol Vehicle Computer and Hardware Replacement

**RECOMMENDATION:**

Adopt Resolutions:

1. Approving NASPO piggyback contract 23019 for the purchase of computers from Panasonic Connect North America, Division of Panasonic Corporation of North America and NASPO piggyback contract AR3189 for the purchase of hardware from Cradlepoint, Inc. through their authorized dealer CDCE, Inc. in the amount of \$255,857.89
2. Approving a Budget Amendment to the Fiscal Year 2024/25 Operating Budget to appropriate Measure K fund balance funds for the purchase of the computers and hardware

**SUMMARY:**

Currently, all Madera Police Department (MPD) patrol vehicles are outfitted with mobile data computers and supporting hardware that enable internet connectivity in the field. Over the past year, staff has observed increasing issues related to both connectivity performance and the aging of existing equipment. These challenges have begun to impact operational efficiency prompting a reassessment of current technology assets. To address these concerns, staff recommends a full replacement of all in-vehicle computers and related hardware with the latest solutions available on the law enforcement technology market.

**DISCUSSION:**

The MPD relies heavily on mobile computers and associated connectivity hardware installed in each patrol vehicle to support critical daily operations. These systems provide officers with access to dispatch information, criminal databases, and mapping software directly from the field. The technology is essential for conducting records checks, accessing information from our citizen

online reporting system Frontline, accessing emails, and monitoring current calls for service without having to return to the station.

Over the past year, staff has noted a significant decline in the reliability of this equipment. Officers are increasingly experiencing intermittent connectivity, hardware crashes, slow system performance, and compatibility issues with updated software platforms. Much of the equipment is reaching or has exceeded its intended service life, resulting in frequent repairs and reduced functionality. These issues not only diminish productivity but can also delay response times and hinder access to vital information during critical incidents. Reliable and fast access to information is crucial during traffic stops, calls for service, and emergency situations. When connectivity fails or systems lag, officers may not receive updated suspect information or alerts in a timely manner, which poses a potential risk in the field.

Considering these challenges, staff is recommending a full replacement of all in-vehicle mobile data computers and connectivity hardware. Modern solutions on the law enforcement technology market offer faster processing speeds, more robust connectivity, and improved integration with current software. Upgrading this equipment will ensure officers can operate with greater efficiency, safety, and reliability while serving the community.

To ensure the continued effectiveness and reliability of mobile technology systems used by the MPD, the City is implementing a long-term replacement strategy. Moving forward, all in-vehicle computers and connectivity hardware will be placed on a scheduled replacement cycle of five (5) years. This proactive approach will help maintain system compatibility with evolving software requirements and technological standards, while minimizing the risk of equipment failures in the field.

The proposed replacement initiative will encompass all 25 patrol vehicles within the department's fleet. This comprehensive upgrade includes the installation of new modems and onboard computer systems. Importantly, the implementation of these new devices will not result in any increase to the City's existing monthly wireless service fees, thereby delivering improved technological capabilities without impacting the operating budget.

### ***Purchasing Policy Procedures***

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

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

The State of Minnesota and State of Utah issued RFP's for in vehicle computers and hardware, respectively. These State of Minnesota awarded contract 23019 to Panasonic Connect North America, Division of Panasonic Corporation of North America (Panasonic) and the State of Utah awarded contract AR3189 to Cradlepoint, Inc. (Cradlepoint). Both Minnesota and Utah's procurement process meets the requirements outlined in the City's purchasing policy for piggybacking, including a competitive bid for like or greater quantity and quality, a substantially similar solicitation process, and the inclusion of all known qualified bidders. Based on the pricing established through these agreements, CDCE, Inc., the NASPO authorized dealer for both contracts, has extended a proposal to the City totaling \$255,857.89 under the terms of the piggyback contracts.

#### **FINANCIAL IMPACT:**

This purchase was not included in the current fiscal year's adopted budget, as staff did not anticipate a widespread breakdown of the existing mobile data computers and connectivity hardware at the time the budget was developed. While some equipment degradation was expected, the extent and speed of system failures have exceeded projections, creating an urgent operational need. As a result, staff recommends utilizing available Measure K fund balance to cover the full cost of the replacement. This approach allows the City to address the immediate technology deficiencies without delaying the procurement process, ensuring continued support for frontline public safety operations.

It is important to highlight that the upgrade to the new equipment will not result in any increase to the City's monthly connectivity costs. The current wireless service plan remains unchanged, with each patrol vehicle incurring a monthly cost of \$40. With a total of 25 vehicles in the fleet, the overall monthly expense for connectivity services will continue to be \$1,000. This ensures that while the Police Department benefits from enhanced reliability and performance through upgraded hardware, the City avoids any additional recurring financial burden.

#### **ALTERNATIVES:**

Council may direct staff to issue a Request for Proposals (RFP) for technology equipment as opposed to participating in the NASPO program.

#### **ATTACHMENTS:**

1. Resolution approving purchase of computers and hardware
  - a. Exhibit A: NASPO contract 23019

- b. Exhibit B: NASPO contract AR3189
- 2. Quote from CDCE
- 3. Resolution approving budget amendment
  - a. Exhibit C: Budget amendment

Mislabeled, is Exhibit A to this Resolution.



**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING NASPO PIGGYBACK CONTRACT 23019 FOR THE PURCHASE  
OF COMPUTERS FROM PANASONIC CONNECT NORTH AMERICA,  
DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA AND  
NASPO PIGGYBACK CONTRACT AR3189 FOR THE PURCHASE OF  
HARDWARE FROM CRADLEPOINT, INC. THROUGH THEIR AUTHORIZED  
DEALER CDCE, INC. IN THE AMOUNT OF \$255,857.89**

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

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

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

**WHEREAS**, staff has conducted its due diligence and determined that piggyback purchases through the State of Minnesota and Utah, best meet the City's interests.

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

1. The above recitals are true and correct.
2. The Council approves the State of Minnesota and Utah's piggyback agreement for the purchase of computers and hardware in the amount of \$255,857.89 from Panasonic Connect North America, Division Of Panasonic Corporation Of North America and Cradlepoint, Inc. form the authorized dealer, CDCE, Inc., per its material terms as set forth in Exhibit A and B, and authorizes the City Manager to execute an agreement consistent with those material terms, or other required documents to complete the purchase, subject to approval as to legal form by the City Attorney.
3. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

## EXHIBIT A



NASPO ValuePoint Master Agreement No.: 23019

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“Lead State”) and Panasonic Connect North America, Division of Panasonic Corporation of North America, whose designated business address is Two Riverfront Plaza, 9<sup>th</sup> Floor, Newark, NJ 07102-5490 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

### **Recitals**

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1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program (“NASPO ValuePoint”) issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) (“Contract”) with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and
4. That Contractor changed its name from Panasonic Corporation of North America (PNA), doing business as Panasonic System Solutions Company of North America (PSSNA) to Panasonic Connect North America, Division of Panasonic Corporation of North America during negotiations; and
5. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

### **Contract**

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#### **1. Term of Contract**

- a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.
- c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a

reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

**2. Representations and Warranties**

- a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.
- b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor’s industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.
- c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

**3. Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

- Band 1, Personal Computer Devices – Windows Operating Systems
- Band 2, Personal Computer Devices - Non-Windows Operating Systems

**4. Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity’s Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

<u>ITEM</u>	<u>CONFIGURATION</u>
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

**5. Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity’s Product and Service Schedule.

- a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Any software purchased must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.
2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

## 6. Authorized Representative

- a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist  
Department of Administration  
Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
E-mail: [elizabeth.randa@state.mn.us](mailto:elizabeth.randa@state.mn.us)  
Phone: 651.201.3122

- b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Solomon Surles III, Government Contracts Manager.

Solomon Surles III, Government Contracts Manager  
Panasonic Connect North America, Division of Panasonic Corporation of North America  
Two Riverfront Plaza, 9<sup>th</sup> Floor  
Newark, NJ 07102-5490  
Email: [Solomon.SurlesIII@us.panasonic.com](mailto:Solomon.SurlesIII@us.panasonic.com)  
Phone: 775.895.2401

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

## 7. Notices

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

## 8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions  
Exhibit B: Minnesota Terms and Conditions  
Exhibit C: Requirement  
Exhibit D: Price Schedule

## 9. Survival of Terms:

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

## 10. Entire Agreement

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

**1. Contractor**

***The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.***

Print name: DocuSigned by: Richard Elliot  
549B07E1FBB7432...

Signature: Richard Elliot

Title: SVP Finance and Business Operations Date: 7/19/2023

**2. State Agency**

***With delegated authority***

Print name: DocuSigned by: Elizabeth M. Randa  
742DE739C8ED492...

Signature: Elizabeth M. Randa

Title: Acquisition Management Specialist Date: 7/19/2023

**3. Commissioner of Administration**

***As delegated to The Office of State Procurement***

Print name: DocuSigned by: Andy Doran  
68D02A26D7604BA...

Signature: Andy Doran

Title: IT Acquisitions Supervisor Date: 7/19/2023

## Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

### 1. Conflict of Terms/Order of Precedence.

- a. Any order placed under this Master Agreement shall consist of the following documents:
  1. A Participating Entity's Participating Addendum ("PA");
  2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;
  3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.
- d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.
- e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

### 2. Definitions.

- a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
- b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.



- c. **\_\_\_\_\_ as a Service (\_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as “\_\_\_\_\_ as a Service”. Examples are “Software as a Service”, “Infrastructure as a Service”, and “Storage as a Service”, and shall follow the NIST definitions of those services. \_\_\_\_\_ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.
- d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.
- e. **Components** are the parts that make up a computer configuration.
- f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.
- g. **Configuration** means the combination of hardware and software components that make up the total functioning system.
- h. **Customer** (see Purchasing Entity).
- i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.
- j. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.
- l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council’s website at [www.greenelectronicscouncil.org](http://www.greenelectronicscouncil.org). Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.
- m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.
- n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

- o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.
- q. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.
- s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.
- t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.
- u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.
- v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.
- x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.
- y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
- z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- aa. **Participating State** means a state that has executed a Participating Addendum.

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: <https://www.naspovaluepoint.org/portfolio/57/>.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

### 3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### 4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

### 5. **Participants and Scope.**

a. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees

associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

#### **6. Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

#### **7. Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

#### **8. Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

#### **9. Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

#### **10. Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

#### **11. Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

#### **12. Laws and Regulations.**

Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as

may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

### **13. Price and Rate Guarantee Period.**

All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

### **14. Premium Savings Package Program.**

The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

### **15. Services.**

Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

### **16. Ordering.**

- a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  1. The service description or supplies being delivered;
  2. The place and requested time of delivery;
  3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;
5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
6. A ceiling amount of the order for services being ordered;
7. The Master Agreement identifier; and
8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **17. Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

#### **18. Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity via standard shipping as follows:

1. For large or custom builds, shipping is 30-45 days after receipt of order (ARO)
2. For in-stock products, shipping is 3-5 days ARO. If deployment services are required, shipping is 3-5 days after such services are rendered.

If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any



portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

## **19. Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. Upon delivery, the Purchasing Entity shall have 30 days to inspect. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance. The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and

Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **20. Title of Product.**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

- a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licensor in a duly executed contract.
- b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.
- c. The Contractor grants the Purchasing Entity a perpetual, non-exclusive, royalty free the license in Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services, excluding software, that are purchased through this Master Agreement.
- d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

## **21. Warranty.**

The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

## **22. System Failure or Damage.**

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**23. Payment.**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

**24. Leasing or Alternative Financing Methods.**

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

**25. Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

**26. Self Audit.**

The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

**27. Assignment/Subcontracts.**

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

**28. Insurance.**

- a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the

required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
2. Contractor must comply with any applicable statutory State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Should any of the described policies be cancelled before the expiration date thereof or not renewed, Contractor will provide to a Participating Entity notice within five (5) business days.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's Commercial General liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **29. Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### 30. NASPO ValuePoint Reports

- a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- b. **Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- c. **Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

### 31. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Section Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.
- g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

### **32. Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

### **33. Records Administration and Audit.**

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders

placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### 34. Indemnification

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any third-party claims or causes of action, including reasonable attorney's fees, to the extent arising from Contractor's intentional, willful, or grossly negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any third-party action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, reasonable attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Use of the Deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the Deliverables or the System in combination, operation, or use with other

products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

### **35. Limitations of Liability**

- a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.
- b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) \$5,000,000. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.
  1. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is provided by the Contractor or the Contractor's subsidiaries or affiliates;
  2. specified by the Contractor to work with the Product; or
  3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
  4. It would be reasonably expected to use the Product in combination with such product, system or method.

### **36. License of Pre-Existing Intellectual Property.**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, transfer with any sale of tangible media or Product, perform, and display the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

### **37. Assignment of Antitrust Rights.**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **38. Debarment.**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.



### 39. Governing Law and Venue.

- a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### 40. Confidentiality, Non-Disclosure, and Injunctive Relief.

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep

one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

#### **41. Public Information.**

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

#### **42. Cancellation.**

Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

#### **43. Force Majeure.**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, restrictions on the movement of people or goods imposed by public health order or by a declared state of emergency, or war, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon thirty (30) days' notice to Contractor for an opportunity to remediate or minimize the impact of such event on Contractor's performance, after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

#### **44. Defaults and Remedies.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
  - 1. Nonperformance of contractual requirements; or
  - 2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or
4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

#### **45. Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or

requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

**46. Notices.**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist  
112 Administration Bldg.  
50 Sherburne Avenue  
St. Paul, MN 55155  
[elizabeth.randa@state.mn.us](mailto:elizabeth.randa@state.mn.us)

**47. No Waiver of Sovereign Immunity.**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## **Exhibit B: Minnesota Terms and Conditions**

### **1. Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

### **2. Product and Service Schedule (PSS).**

- a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

- b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

- a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.
- b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.
- c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

### **3. Purchase Orders.**

There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

### **4. Risk of Loss or Damage.**

The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

### **5. Payment Card Industry Data Security Standard and Cardholder Information Security.**

Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

### **6. Foreign Outsourcing of Work.**

Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

### **7. State Audits (Minn. Stat. § 16C.05, subd. 5).**

The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

### **8. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

## 9. Human Rights/Affirmative Action.

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.
- c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

#### **10. Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

#### **11. Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

#### **12. Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

#### **13. Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to



develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

#### **14. Conflict Minerals.**

Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: <http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838>  
<http://www.sec.gov/news/press/2012/2012-163.htm>

#### **15. Hazardous Substances.**

To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

#### **16. Copyrighted Material Waiver.**

The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all third-party claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

#### **17. Publicity.**

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

#### **18. Performance While Dispute is Pending.**

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

**19. Organizational Conflicts of Interest.**

An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

**20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**21. Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

**22. Survivability.**

Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

**23. Severability.**

If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

## **Exhibit C: Requirements**

### **1. Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

### **2. Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

### **3. Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

#### **a. Mandatory Specifications:**

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

#### **b. Desirable Specifications:**

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

#### **4. Environmental Certifications.**

Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

#### **5. EPEAT Registration.**

Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

#### **6. Third-Party Products.**

Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

#### **7. Partner Utilization.**

If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

#### **8. 2019 National Defense Authorization Act, Section 889(f)(3).**

Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

**Exhibit D: Pricing Schedule**

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.



**Exhibit D: Price Schedule***NASPO ValuePoint Computer Equipment (2023-2028)***CONTROL SET****Master Agreement:** 23019**Contractor Name:** Panasonic Connect North America, Division of Panasonic Corporation of North America**Awarded Bands:**

<b>X</b>	Band 1: Personal Computing Devices (Windows)
<b>X</b>	Band 2: Personal Computing Devices (Non-Windows)
	Band 3: Servers and Storage

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
1	1B	Band 1 - Minimum Discount	0.0%
1	1B-1	Fully Rugged TOUGHBOOK Computer	16.0%
1	1B-2	Semi-Rugged TOUGHBOOK Computer	13.0%
1	1B-3	TOUGHBOOK Tablet	12.0%
1	1B-4	TOUGHBOOK Handheld	9.0%
1	1B-5	Accessory	11.0%
1	1B-6	Peripheral: Professional Video	5.0%
1	1B-7	Peripheral: Professional Audio	10.0%
1	1B-8	Peripheral: Display	22.0%
1	1B-9	Peripheral: Display Accessory	10.0%
1	1B-10	Peripheral: Projector (Large Venue, Installation)	48.0%
1	1B-11	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
1	1T	Band 1 - Third Party Product Minimum Discount	2.0%
1	1T-1	Absolute Software/Licenses	0.0%
1	1T-2	Agora Peripherals and Related Accessories	11.0%
1	1T-3	Airgain Peripherals and Related Accessories	11.0%
1	1T-4	Brother Peripherals and Related Accessories	11.0%
1	1T-5	CradlePoint Peripherals and Related Accessories	11.0%
1	1T-6	Crossmatch Software/Licenses	0.0%
1	1T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
1	1T-8	Havis Peripherals and Related Accessories	11.0%
1	1T-9	Ikey Peripherals and Related Accessories	11.0%
1	1T-10	Lind Peripherals and Related Accessories	11.0%
1	1T-11	Nuance Peripherals/Accessories	11.0%
1	1T-12	Nuance Software/Licenses	0.0%
1	1T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessor	11.0%
2	2B	Band 2 - Minimum Discount	0.0%
2	2B-1	TOUGHBOOK Tablet	12.0%
2	2B-2	TOUGHBOOK Handheld	9.0%
2	2B-3	Accessory	11.0%
2	2B-4	Peripheral: Professional Video	5.0%
2	2B-5	Peripheral: Professional Audio	10.0%
2	2B-6	Peripheral: Display	22.0%

**Exhibit D: Price Schedule**

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
2	2B-7	Peripheral: Display Accessory	10.0%
2	2B-8	Peripheral: Projector (Large Venue, Installation)	48.0%
2	2B-9	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
2	2T	Band 2 - Third Party Product Minimum Discount	2.0%
2	2T-1	Absolute Software/Licenses	0.0%
2	2T-2	Agora Peripherals and Related Accessories	11.0%
2	2T-3	Airgain Peripherals and Related Accessories	11.0%
2	2T-4	Brother Peripherals and Related Accessories	11.0%
2	2T-5	CradlePoint Peripherals and Related Accessories	11.0%
2	2T-6	Crossmatch Software/Licenses	0.0%
2	2T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
2	2T-8	Havis Peripherals and Related Accessories	11.0%
2	2T-9	Ikey Peripherals and Related Accessories	11.0%
2	2T-10	Lind Peripherals and Related Accessories	11.0%
2	2T-11	Nuance Peripherals/Accessories	11.0%
2	2T-12	Nuance Software/Licenses	0.0%
2	2T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessor	11.0%
	S	Installation	0.0%
	S	Extended Warranty	0.0%
	S	Training	0.0%
	S	Complimentary software	0.0%

**Exhibit D: Price Schedule****Discount Structure**

**Master Agreement:** 23019  
**Contractor Name:** Panasonic Connect North America, Division of Panasonic Corporation of North America  
**Baseline Price List:** Posted on Contractor's dedicated NASPO ValuePoint website

**Band 1: Personal Computer Equipment (Windows OS)**

Band	Category Code	Category Description	Discount off Baseline List
<b>1</b>	<b>1B</b>	<b>Band 1 - Minimum Discount</b>	<b>0.0%</b>
1	1B-1	Fully Rugged TOUGHBOOK Computer	16.0%
1	1B-2	Semi-Rugged TOUGHBOOK Computer	13.0%
1	1B-3	TOUGHBOOK Tablet	12.0%
1	1B-4	TOUGHBOOK Handheld	9.0%
1	1B-5	Accessory	11.0%
1	1B-6	Peripheral: Professional Video	5.0%
1	1B-7	Peripheral: Professional Audio	10.0%
1	1B-8	Peripheral: Display	22.0%
1	1B-9	Peripheral: Display Accessory	10.0%
1	1B-10	Peripheral: Projector (Large Venue, Installation)	48.0%
1	1B-11	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
<b>1</b>	<b>1T</b>	<b>Band 1 - Third Party Product Minimum Discount</b>	<b>2.0%</b>
1	1T-1	Absolute Software/Licenses	0.0%
1	1T-2	Agora Peripherals and Related Accessories	11.0%
1	1T-3	Airgain Peripherals and Related Accessories	11.0%
1	1T-4	Brother Peripherals and Related Accessories	11.0%
1	1T-5	CradlePoint Peripherals and Related Accessories	11.0%
1	1T-6	Crossmatch Software/Licenses	0.0%
1	1T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
1	1T-8	Havis Peripherals and Related Accessories	11.0%
1	1T-9	Ikey Peripherals and Related Accessories	11.0%
1	1T-10	Lind Peripherals and Related Accessories	11.0%
1	1T-11	Nuance Peripherals/Accessories	11.0%
1	1T-12	Nuance Software/Licenses	0.0%
1	1T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessories	11.0%

**Band 2: Personal Computer Equipment (Non-Windows OS)**

Band	Category Code	Category Description	Discount off Baseline List
<b>2</b>	<b>2B</b>	<b>Band 2 - Minimum Discount</b>	<b>0.0%</b>
2	2B-1	TOUGHBOOK Tablet	12.0%
2	2B-2	TOUGHBOOK Handheld	9.0%
2	2B-3	Accessory	11.0%
2	2B-4	Peripheral: Professional Video	5.0%
2	2B-5	Peripheral: Professional Audio	10.0%
2	2B-6	Peripheral: Display	22.0%
2	2B-7	Peripheral: Display Accessory	10.0%
2	2B-8	Peripheral: Projector (Large Venue, Installation)	48.0%
2	2B-9	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
<b>2</b>	<b>2T</b>	<b>Band 2 - Third Party Product Minimum Discount</b>	<b>2.0%</b>

Exhibit D: Price Schedule

Discount Structure

Band 2: Personal Computer Equipment (Non-Windows OS)			
Band	Category Code	Category Description	Discount off Baseline List
2	2T-1	Absolute Software/Licenses	0.0%
2	2T-2	Agora Peripherals and Related Accessories	11.0%
2	2T-3	Airgain Peripherals and Related Accessories	11.0%
2	2T-4	Brother Peripherals and Related Accessories	11.0%
2	2T-5	CradlePoint Peripherals and Related Accessories	11.0%
2	2T-6	Crossmatch Software/Licenses	0.0%
2	2T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
2	2T-8	Havis Peripherals and Related Accessories	11.0%
2	2T-9	Ikey Peripherals and Related Accessories	11.0%
2	2T-10	Lind Peripherals and Related Accessories	11.0%
2	2T-11	Nuance Peripherals/Accessories	11.0%
2	2T-12	Nuance Software/Licenses	0.0%
2	2T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessories	11.0%

**Exhibit D: Price Schedule****Volume-Based Discounts****Master Agreement:** 23019**Contractor Name:** Panasonic Connect North America, Division of Panasonic Corporation of North America**All Awarded Bands****1. Per Transaction Multiple Unit Discount(s)**

*Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.*

Panasonic's volume discount applies to fully ruggedized TOUGHBOOK computers and tablets. It is calculated not on purchase price but on the quantity of the same model of TOUGHBOOK equipment purchased by each specific end-user customer per transaction.

An end-user customer purchasing 50 to 99 units of the same TOUGHBOOK model will receive a 2-percent discount off contract pricing.

An end-user customer purchasing 100 units or more will receive a 4-percent discount off contract pricing.

**2. Cumulative Discount(s)**

*Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.*

Cumulative discounts are not available at this time; however, in the instance that a State defines standardization of a Panasonic equipment model for use across the State, and multiple State entities or local entities within the State subsequently purchase the equipment model per State standardization, Panasonic may work with the State to provide additional discounts to the end-user purchasers.

**3. Other Discount(s)**

*Additional discount(s) available.*

Panasonic offers promotional pricing in which deeper discounts—an additional percentage off contract pricing—are available on specified products based on inventory and sales. Such promotional pricing is offered for a defined period (e.g., quarterly, defined as approximately 3 months).

Panasonic also provides piggyback pricing to local entities within States that have signed a NASPO Participating Addendum.

Exhibit D: Price Schedule

Services

**Master Agreement:** 23019  
**Contractor Name:** Panasonic Connect North America, Division of Panasonic Corporation of North America

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S	Installation	0.0%
S	Extended Warranty	0.0%
S	Training	0.0%
S	Complimentary software	0.0%

Exhibit D: Price Schedule

Lease Rates

**Master Agreement:** 23019  
**Contractor Name:** Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

Optional: Lease Rates

0% Financing
Short-term rental available

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23019  
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
X	Other (specify):	Panasonic sales are indirect, executed through its authorized reseller partners; therefore, prompt payment discounts do not apply to Panasonic. However, reseller partners may individually provide this discount to the end-user customer.



## EXHIBIT B



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2  
CONTRACT #: AR3189  
Starting Date: 10/1/2019  
Expiration Date: 9/30/2024


TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cradlepoint, Inc. (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**  
The state of Utah is executing two 1 year extensions for this contract as allowed by the master agreement. The new expiration date for the master agreement will be 9/30/2026.  
Effective Date of Amendment: 3/1/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:  
  
BA49918E8C65499  
Contractor's Signature 3/7/2024 Date

DocuSigned by:  
  
C38BE9DA6528424  
Director, State of Utah Division of Purchasing 3/11/2024 Date

Eric Purcell  
Contractor's Name (Print)  
  
SVP, Global Partner Sales  
Title (Print)

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Grant Herdrich	801 957 7125	gherdrich@utah.gov	AR3189



## STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cradlepoint, Inc.

Name

1111 W Jefferson Street, Suite 400

Street Address

Boise

ID

83702

City

State

Zip

Vendor # 213874 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Mitch Head Phone Number: O: 208-472-6154 M: 208-608-1712 Email: mhead@cradlepoint.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.
3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001
5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.
6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services
7. Prompt Payment Discount Details (if any): N/A.
8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions  
ATTACHMENT B: Scope Awarded to Contractor  
ATTACHMENT C: Pricing Discounts and Value Added Services  
ATTACHMENT D: Service Offering EULAs, SLAs
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

Aug 6, 2019

Contractor's signature

Date

Director, Division of Purchasing

Date

Type or Print Name and Title



## **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**

### **1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement and Service Offering EULAs;
- (4) The Solicitation; and
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**2. Definitions** - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Data** means all information, whether in written or electronic form, delivered by a Participating Entity or Purchasing Entity to the Contractor.

**Data Breach** means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

**Disabling Code** means computer instructions or programs, subroutines, code,

instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Fulfillment Partner** means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Non-Public Data** means Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

**Personal Data** means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

**Processed Data** means the output of any computer processing, or other electronic manipulation, of any Data in the course of using and configuring the Services provided under this Agreement.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**Services** mean any of the services described in the Scope of Services that are supplied

or created by the Contractor pursuant to this Master Agreement.

**Security Incident** means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

**Service Level Agreement (SLA)** means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

**Solicitation** means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

**Statement of Work** means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

## **NASPO ValuePoint Program Provisions**

### **3. Term of the Master Agreement**

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

## **5. Participants and Scope**

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments;



Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## 7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media

containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and

NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

## **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractor's website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

## **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal

guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **13. Ordering**

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master

Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

j. Notwithstanding anything contained in this Master Agreement to the contrary, Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasers shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. Purchaser shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

Contractor nonetheless remains contractually liable for all purchases under its Master Agreement, regardless if the purchase is made directly with Contractor or through a Fulfillment Partner.

#### **14. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

#### **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

## **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used as described in Contractor's response to the solicitation, (c) the Product is suitable for any special purposes identified in the solicitation, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of material defects. Upon breach of the warranty, the Contractor will repair or replace (at



no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

## **19. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product, except for any portion of the Product which is provided subject to a nonexclusive subscription license or is Embedded Software, free and clear of all liens, encumbrances, or other security interests. Subject to the foregoing exclusion, transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license to the Embedded Software shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee. Any Services or any portion of the Product which is provided subject to a nonexclusive subscription license provided under this Agreement shall not transfer to another entity.

## **20. License of Pre-Existing Intellectual Property**

Except with respect to any portion of the Product which is provided subject to a nonexclusive subscription license, Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use for Purchasing Entity's own use, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

### **20.1 Subscription License**

For that portion of the Product which is provided subject to a nonexclusive subscription license, Contractor shall grant to the Purchasing Entity such subscription license as agreed upon by the Contractor and Purchasing Entity as set forth in Attachment D.

**21. No Guarantee of Service Volumes:** The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

**22. Purchasing Entity Data:** Purchasing Entity retains full right and title to Data and all Processed Data. Contractor shall not collect, access, or use user-specific Purchasing Entity Data and/or Processed Data specifically identifying a Purchasing Entity or individual users except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction unless in an aggregated and anonymized format that does not identify the Purchasing Entity or individual users. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Except in an aggregated and anonymized format that does not identify the Purchasing Entity or individual users, Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

**23. System Failure or Damage:** In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

**24. Title to Product:** If access to the Product requires an application program interface (API), other than any portion of the Product which is provided subject to a nonexclusive subscription license, Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

**25. Data Privacy:** The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

**26. Transition Assistance:**

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

**27. Performance and Payment Time Frames that Exceed Contract Duration:** All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

## **General Provisions**

### **28. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other

documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **29. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### **30. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including

disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

### **31. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

### **32. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, except that Contractor shall be authorized to utilize subcontractors to perform Web hosting of that portion of the Product which is provided subject to a nonexclusive subscription license upon written notice to the Lead State administrator.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

### **33. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

### **34. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

### **35. Termination**

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

### **36. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

### **37. Defaults and Remedies**

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15

calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **38. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.



### **39. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **40. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending

the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **41. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **42. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely

and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

#### **43. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

#### **44. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

#### **45. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

**46. Limitation of Liability.** Except for those obligations under the Indemnification section above, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to Five Million Dollars (\$5,000,000). This limitation of liability is cumulative and not per incident.

**47. Waiver of Consequential and Other Damages.** In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of Purchaser data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

**48. Entire Agreement:** This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

## eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State

and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

**(December 2017)**

## **Attachment B – Scope Awarded to Contractor**

### **I. Data Communications Award Categories**

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

#### **Category 1.2: NETWORKING**

##### **1.2.1 Network Application Services.**

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

**1.2.1.1 Virtualized Load Balancers** — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

**1.2.1.2 WAN Optimization** — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

##### **1.2.2 Networking Software.**

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow



transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

**1.2.2.1 Network Management and Automation** — Software products and solutions for network automation, cloud computing, and IT systems management.

**1.2.2.2 Data Center Management and Automation** — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

**1.2.2.3 Cloud Portal and Automation** — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

**1.2.2.4 Branch Office Management and Automation** — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

### **1.2.3 Network Optimization and Acceleration.**

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

**1.2.3.1 Data Analytics** — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

**1.2.3.2 Dynamic Load Balancing (Network Traffic Management)** — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

**1.2.3.3 WAN Acceleration** — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

**1.2.3.4 High Availability and Redundancy** — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

### **1.2.4 Optical Networking.**

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

**1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches** — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

**1.2.4.2 Edge Optical Switches** — Provide entry points into the enterprise or service provider core networks.

**1.2.4.3 Optical Network Management** — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

**1.2.4.4 IP over DWDM (IPoDWDM)** — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

### **Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE**

#### **1.3.1 Routers.**

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

**1.3.1.1 Branch Routers** — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

**1.3.1.2 Network Edge Routers** — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

**1.3.1.3 Core Routers** - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

**1.3.1.4 Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

**1.3.1.5 Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

#### **1.3.2 Security.**

**1.3.2.1 Data Center and Virtualization Security Products and Appliances** — Products designed to protect high-value data and data center resources with threat defense and policy control.

**1.3.2.2 Intrusion Detection/Protection and Firewall Appliances** — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

**1.3.2.3 Logging Appliances and Analysis Tools** — Solutions utilized to collect, classify, analyze, and securely store log messages.

**1.3.2.4 Secure Edge and Branch Integrated Security Products** — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

**1.3.2.5 Secure Mobility Products** — Delivers secure, scalable access to corporate applications across multiple mobile devices.

**1.3.2.6 Encryption Appliances** — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

**1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity** — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

**1.3.2.8 Secure Access** — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

### **1.3.3 Storage Networking.**

High-speed network of shared storage devices connecting different types of storage devices with data servers.

**1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules** — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

**1.3.3.2 Fabric and Blade Server Switches** — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

**1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management** — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

**1.3.3.4 SAN Optimization** — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

#### **1.3.4: Switches.**

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

**1.3.4.1 Campus LAN – Access Switches** — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
  - a. SSHv2 (Secure Shell Version 2)
  - b. 802.1X (Port Based Network Access Control)
  - c. Port Security
  - d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

**1.3.4.2 Campus LAN – Core Switches** — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

- Security
  - SSHv2
  - MacSec encryption
  - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

**1.3.4.3 Campus Distribution Switches** — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

**1.3.4.4 Data Center Switches** — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

**1.3.4.5 Software Defined Networks (SDN)** — An application in SDN that manages flow control to enable intelligent networking.

**1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers** — Technology utilized to support software manipulation of hardware for specific use cases.

**1.3.4.7 Software Defined Networks (SDN) — Controllers** - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

**1.3.4.8 Carrier Aggregation Switches** — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
  - Per VLAN Spanning Tree
  - Rapid Spanning Tree
  - VLAN IDs up to 4096
  - Layer 2 Class of Service (IEEE 802.1p)
  - Link Aggregation Control Protocol (LACP)
  - QinQ (IEEE 802.1ad)

**1.3.4.9 Carrier Ethernet Access Switches** — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

#### **Category 1.4: WIRELESS.**

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

**1.4.1 Access Points** — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

**1.4.2 Outdoor Wireless Access Points** — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

**1.4.3 Wireless LAN Controllers** — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

**1.4.4 Wireless LAN Network Services and Management** — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

**1.4.5 Cloud-based services for Access Points** — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

**1.4.6 Mobile Device Management (MDM)** — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience



## **II. Value Added Services**

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

**2.1 Maintenance Services** — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

### **2.2 Professional Services**

#### **a. Deployment Services**

- i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
- ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
- iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

f. Testing Services — Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

### **2.3 Partner Services** — Provided by Contractor's Authorized Partners/Resellers.

- a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

**2.4 Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

### **III. Product Line Additions**

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

#### **A. Minimum Discount %**

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

## Attachment C - Pricing Discounts and Value Added Services

Contractor

*Cradlepoint, Inc.*

### Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

### Section 2: Minimum Discount % off List

<b>Category 1.2 Networking</b>	
Hardware and Software (on premise)	25.00%
Cloud Services	25.00%
Service Packages (i.e., Maintenance, etc.)	25.00%
<b>Category 1.3 Routers, Switches, Security, and Networking Storage</b>	
Hardware and Software (on premise)	25.00%
Cloud Services	25.00%
Service Packages (i.e., Maintenance, etc.)	25.00%
<b>Category 1.4 Wireless</b>	
Hardware and Software (on premise)	25.00%
Cloud Services	25.00%
Service Packages (i.e., Maintenance, etc.)	25.00%

### Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

Title	Job Description	Hourly Rates					
		Weekday		Weekend		State Holiday	
		Onsite	Remote	Onsite	Remote	Onsite	Remote
Maintenance Services	Maintenance Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Professional Services	Professional Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Deployment Services	Deployment Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Consulting Advisory Services	Consulting Advisory Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Architectural Design Services	Architectural Design Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Statement of Work Services	Statement of Work Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Partner Services	Partner Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Training Deployment Services	Training Deployment Services will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					
Value Added Services	Additional Value Added Services to be identified at a later date and will be provided through Cradlepoint Partner Program	To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum.					



## **Cradlepoint NASPO Terms of Service License Agreement (TSLA) - Response to Attachment D, Service Offering EULAs, SLAs**

Pursuant to Attachment A, Section 20.1 of the Master Agreement, the Cradlepoint Terms of Service and License Agreement attached hereto shall be agreed upon by the Contractor and Purchasing Entity for that portion of the Product which is provided subject to a nonexclusive subscription license.

### **CRADLEPOINT TERMS OF SERVICE AND LICENSE AGREEMENT**

BY CLICKING ON THE "ACCEPT" OR "CONTINUE" BUTTON, YOU AND ANY ENTITY THAT YOU REPRESENT (THE "CUSTOMER") AND ANYONE TO WHOM CUSTOMER PROVIDES ACCESS TO THE SERVICES OR THAT IS USING OR ACCESSING THE SERVICES ON CUSTOMER'S BEHALF (COLLECTIVELY, "AGENTS") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TERMS OF SERVICE AND LICENSE AGREEMENT AND ANY ADDENDUMS THERETO ("TSLA" or "AGREEMENT"). THIS AGREEMENT DEFINES THE TERMS OF USE FOR THE SERVICE AND ANY SOFTWARE REQUIRED TO DELIVER THE SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER. CUSTOMER'S CONTINUED USE OF SERVICES AND SOFTWARE PROVIDED BY CRADLEPOINT, INC. ("CRADLEPOINT") SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" OR BROWSER BACK BUTTON AND THE ACCOUNT REGISTRATION OR SETUP PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

#### **1. SERVICE SUBSCRIPTION**

1.1 Subject to the terms and conditions of this Agreement, Cradlepoint will provide the Customer with a subscription to access its cloud-based network management, connectivity services, security services, router operating systems, and other related services, including any Platform APIs or SDKs, provided by Cradlepoint through the Internet as set forth in Exhibit 1 – Service Level Agreement attached hereto or as otherwise documented and made available to Customer upon request by Cradlepoint (collectively referred to as the "Service"). Access to the Service may require the Customer to download and install certain software applications (the "Client Software") which is covered under a License (below). The License may also be presented to anyone downloading the Client Software and for the avoidance of doubt, in the event of any conflict between the License contained in this Agreement and any license accepted to download the Client Software, the License in this Agreement shall prevail.

1.2 Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third party providers. The Service is subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give Customer prior written notice of any material modifications.

1.3 For paid Customer accounts in good standing, Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Customer Service Level Agreement available at [www.Cradlepoint.com/SLA](http://www.Cradlepoint.com/SLA) or as otherwise documented and made available by Cradlepoint to Customer upon request, except for Cradlepoint's right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Cradlepoint's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof and pursuant to the level of support for which the Customer is entitled, Cradlepoint or its designated third-party partners will provide reasonable support to Customer for the Service as



described at the Cradlepoint support website as otherwise documented and made available by Cradlepoint to Customer upon request. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time through its account settings on the Services.

1.5 Customer is responsible for all acts and omissions of its Agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such Agents.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal use unless Customer is a Managed Service Provider ("MSP") and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Managed Service Provider Addendum ("MSP Addendum") attached hereto as Exhibit 2 – Managed Service Provider Addendum, which is hereby incorporated herein by reference (if you do not unconditionally agree to all terms of the MSP Terms, click the "CANCEL" or browser back button and the account registration or setup process will not continue); use the Services in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, marketing and data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Services or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Cradlepoint, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs). Notwithstanding anything to the contrary, Cradlepoint reserves the right to suspend or limit Customer's access to the Service if Cradlepoint determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Cradlepoint's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services; (d) Customer's use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm Cradlepoint's systems or any other user of the Services, or may subject Cradlepoint or any third party to liability; (e) Customer is misusing the Services or using the Services for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Services in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customer's use of the Services (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Services being suspended as a result of the actions of other users. Cradlepoint will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Services following any Service



Suspension. Cradlepoint will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

For the purposes of this Agreement, "MSP" shall mean an entity that provides access to the Service in conjunction with the provision of Integrated Services as defined in the MSP Addendum or uses the Service to manage the devices of third parties.

2.2 Customer will cooperate with Cradlepoint in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Services.

2.3 As a condition of Customer's use of the Services and with respect to third-party claims, Customer agrees to indemnify, defend, and hold harmless Cradlepoint, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from Customer's and/or its Agents use of the Services or related products, or from or attributable to any breach by Customer and/or its Agents of Customer's obligations established herein or any privacy, employee, or consumer protection right that is implicated herein and by the Services, or Customer's and/or its Agents infringement, or the infringement or use by any other user of Customer's account, of any intellectual property or other right of any person or entity. All indemnification duties shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Agreement or Customer's and/or its Agents use of the Services.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Cradlepoint's knowledge or consent.

2.5 THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICES, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Cradlepoint and its third party Licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

### 3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, the Client Software and any software provided by Cradlepoint is Cradlepoint Proprietary Information. Customer will obtain agreement from its Agents that it will treat Cradlepoint Proprietary Information in accordance with the terms of this Agreement prior to allowing any such Agent to have access to the Services.

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary Information solely to those employees and Agents with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it



without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

3.3 Customer acknowledges that Cradlepoint does not wish to receive any Proprietary Information from Customer that is not necessary for Cradlepoint to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Cradlepoint may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.4 Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers and such are bound by the terms of a similar confidentiality agreement with at least as restrictive covenants to protect such information.

#### 4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or presently holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Cradlepoint may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Cradlepoint from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

#### 5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Cradlepoint in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Cradlepoint may monitor Customer's use of the Service and Customer Information (as defined in the MSP Addendum), and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Cradlepoint Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's Proprietary Information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint's ownership in the Cradlepoint Data, Customer hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is





sent by devices using the Service. In order to allow Cradlepoint to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. By using location services, Customer consents to Cradlepoint and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

5.4 During the term of this Agreement, Customer will supply Cradlepoint with contact details for Customer's employees, contractors and/or representatives ("Contact Data") in order for Cradlepoint to carry out its obligations under this Agreement (for example, to accomplish the provision of Service, allow the Customer to access and use the Service, enable Customer's employees, contractors and/or representatives to access and use the Service, and, where applicable, the subscription ordering process as described this Agreement). Cradlepoint hereby agrees to process the Contact Data in accordance with applicable laws, rules and regulations and in compliance with the Cradlepoint Privacy Policy <https://cradlepoint.com/privacy-policy>. Customer warrants and represents that (a) it has notified the relevant data subjects that Cradlepoint will be given such information and informed them of Cradlepoint's Privacy Policy; and (b) if necessary, it has obtained all necessary consents in order to transfer the Contact Data to Cradlepoint. Customer shall notify Cradlepoint as soon as reasonably practicable of any amendments required to the Contact Data either through the Service or by email at: [privacy@cradlepoint.com](mailto:privacy@cradlepoint.com).

## 6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Cradlepoint or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be made in accordance with the payment schedule and the method of payment set forth in the Subscription. If not otherwise specified, payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unless otherwise explicitly agreed in writing at the time of purchase, unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Cradlepoint's net income) unless Customer has provided Cradlepoint with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

## 7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Customer may terminate this Agreement upon thirty (30) days written notice to Cradlepoint. Cradlepoint may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer and/or its Agents, including without limitation, any breach of Section 2.1 and/or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations,





intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination or cancellation of this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by Cradlepoint at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation.

#### 8. WARRANTY DISCLAIMER

CRADLEPOINT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE.

CRADLEPOINT MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SERVICE. CRADLEPOINT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

#### 9. LIMITATION OF LIABILITY

Cradlepoint will not be liable for any loss resulting from a cause over which it does not have direct control.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL CRADLEPOINT OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF CRADLEPOINT OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF CRADLEPOINT AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO CRADLEPOINT HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### 10. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the



Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Cradlepoint are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

#### 11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Cradlepoint's prior written consent. Cradlepoint may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Cradlepoint, except as otherwise provided herein.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Cradlepoint in any respect whatsoever.

11.6 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

11.7 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.8 This Agreement shall be governed by the laws of the State of Idaho and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Idaho for any dispute arising out of this Agreement.

11.9 Amendments. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after we post any changes to this Agreement or otherwise notify Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel Customer's Subscription.

11.10 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by



either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

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## **CRADLEPOINT SECURE LOCATION SERVICES TERMS AND CONDITIONS**

If Customer is using Cradlepoint Secure Location Services ("Location Services"), the following terms and conditions apply to Customer's use of the Location Services and these terms and conditions form part of the Agreement. For the avoidance of doubt, the Location Services are included in the definition of "Services" under this Agreement and the below terms and conditions are in addition to the Terms and Conditions of the Agreement, not in substitution thereof.

### **1. DEFINITIONS**

Following are definitions for certain capitalized terms used in connection with the Location Services terms and conditions. Other capitalized terms used herein shall have the same definitions as set forth above in the Agreement or as otherwise defined herein.

"Subscriber" means a person or entity that subscribes to or uses the Location Services.

"Subscriber Data" means a Subscriber's identity, phone number, email address, wireless carrier account information, billing or credit information, the type of wireless device, Location Information, and any other personally identifying information captured by Cradlepoint or its third party licensors and used within the Services in connection with Subscribers' use of the Location Services. Subscriber Data does not include data provided directly to Cradlepoint by Customer for use in conjunction with opening, administering or closing Customer's account.

"Location Information" means the approximate geographic location of a Registered Device in response to a Location Query, including the latitude/longitude, address, zip code, or position relative to a defined boundary or geo-fence.

"Location Query or Location Queries" means electronic requests for Location Information made by Customer or the Location Services application.

"Registered Devices" Customer's Cradlepoint devices managed by the Service and provisioned for use of the Location Services by the payment of the applicable Fee(s).

"Wireless Service Provider" or "WSP" means a wireless telecommunications service provider with whom Cradlepoint or its third party licensors have contracted and which have agreed to provide Location Information to Cradlepoint for use in connection with the Location Services.

### **2. LICENSE TO CUSTOMER**

2.1 Cradlepoint agrees to grant Customer a non-exclusive, non-transferable, limited right to access the Location Services, solely for Customer's own business purposes, provided that Customer comply fully with all of the provisions of the Agreement. Cradlepoint grants Customer the right to use the Location Services solely in conjunction with the use of Customer's Registered Devices. All rights not expressly granted to Customer in the Agreement are reserved by Cradlepoint.



### 3. PRIVACY AND LICENSE FROM CUSTOMER

3.1 By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint the right to collect, use, store and disclose Location Information relative to Customer's Registered Devices and to enable GPS functionality on Customer's Registered Devices. Customer further acknowledges and agrees that Location Information of Customer's Registered Devices may be collected and utilized by Cradlepoint and its third party licensors in support and provision of the Location Services. Customer may use the Location Services to make Location Queries for the best available Location Information of the Registered Devices and Customer acknowledges that no notifications are provided to Customer or the Registered Devices when such Location Queries are made.

3.2 By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint a limited, irrevocable, royalty-free, sublicensable, non-exclusive license to copy, reproduce, store, adapt, modify, translate, and distribute Subscriber Data solely to enable Cradlepoint to provide and improve the Location Services. Customer acknowledges and agrees that Cradlepoint may store Location Information for up to twelve (12) months.

### 4. SAFE AND LAWFUL USE

4.1 Customer agrees to use Location Services and the Location Information provided thereby only for lawful purposes, and Customer agrees to comply with all applicable laws and rules and any additional terms that Cradlepoint may incorporate into this Agreement with or without notice to Customer. Customer agrees that Customer will not misuse the Location Services and Customer will be responsible for any costs incurred by Cradlepoint or any other party (including attorney's fees) as a result of Customer's misuse or fraudulent use of the Location Services. Misuse or fraudulent use includes, but is not limited to:

- Using the Location Services in such a manner so as to interfere unreasonably with the use of the Location Services by one or more other users or to interfere unreasonably with Cradlepoint's ability to provide the Location Services;
- Subscription fraud or unauthorized access to devices not provisioned for Location Services;
- Using the Location Services for any purpose not directly related to Customer's business solution;
- Using the Location Services to defame, harass, stalk, threaten or otherwise violate the legal rights of others;
- Using the Location Services to disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials;
- Attempting or assisting another to access, alter, or interfere with the communications and/or obtain information about another user or device not owned by or licensed to Customer;
- Tampering with the security components of the Location Services or making an unauthorized connection to the network;



- Utilizing the Location Services or a Cradlepoint device to track an individual or private automobile without their consent; or
- Accessing or obtaining location information of a device other than one of Customer's Registered Devices.

## 5. SERVICE AVAILABILITY

5.1 Support for Location Services may vary based on the carrier or network provider. Contact Cradlepoint for a complete list of supported carriers. Customer acknowledges and agrees that the Location Services coverage may be limited to the native network of the carrier. The Location Services may not provide Location Information for Registered Devices that are roaming or otherwise not on the designated carrier network. It may not be possible to utilize the Location Services to locate GSM or CDMA Registered Devices that are not in the United States or Canada.

## 6. LIMITATION OF SERVICE AND USAGE

6.1 Customer acknowledges and agrees that the Location Services provides an approximate location of the requested Registered Device and does not provide guaranteed results. In order for the Location Services to work, the Registered Device for which Customer make a Location Query must be turned on, charged and located within Customer's coverage area, among other factors. Accuracy of the Location Information obtained via the Location Services is subject to network capabilities, environmental conditions such as structures, buildings, weather, geography, landscape, and topography, available data, atmospheric conditions and other factors associated with use of wireless networks, satellites and satellite data. By entering into this Agreement, Customer acknowledges the results Customer may obtain from the Location Services, including but not limited to maps, geo-fencing and requested locations or messaging, may not be accurate, timely or reliable. Cradlepoint reserves the right to set limits on the use of the Location Services at our discretion. The Location Services may be subject to other limitations, such as, for purposes of example, monthly limits on the number of Location Queries Customer may make. Cradlepoint will make commercially reasonable efforts to provide Customer with advance notice of any changes to Customer's usage limitations thirty (30) days prior to the end of the then-current term.

## 7. PRIVACY COMPLIANCE

7.1 Customer agrees at all times to comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing Subscriber Data; the Cradlepoint Privacy Policy at <https://cradlepoint.com/privacy-policy> and; the Privacy Policies and content standards of the Wireless Service Providers from which Customer request subscriber Location Information; applicable privacy, marketing, or advertising guidelines issued by the Mobile Marketing Association (MMA); and the CTIA Best Practices and Guidelines for Location-Based Services. The current locations for WSP, CTIA, and MMA guidelines are listed below but are subject to change without notice:

**AT&T:** <http://www.att.com/privacy>

**Sprint:** <http://www.sprint.com/privacy>

**T-Mobile:** <http://www.t-mobile.com/privacy>

**Verizon Wireless:** <http://www.verizon.com/privacy>

**Bell Mobility:** <http://bell.ca/privacy>

**Rogers:** <http://www.rogers.com/privacy>

**TELUS:** <http://www.telus.com/privacy>

**CTIA:** [http://www.ctia.org/business\\_resources/wic/index.cfm/AID/11300](http://www.ctia.org/business_resources/wic/index.cfm/AID/11300)

**MMA:** <http://www.mmaglobal.com/education/bestpractice>



**Locaid:** <http://www.loc-aid.com/privacy-policy>

**Google:** <https://policies.google.com/privacy>

**Skyhook Wireless:** <http://www.skyhookwireless.com/privacy>

Please report abuse or any violation of the applicable privacy policies above at [privacy@cradlepoint.com](mailto:privacy@cradlepoint.com).

7.2 Customer agrees to be bound by the Google Terms of Service and Google Maps/Google Earth Additional Terms of Service [https://www.google.com/help/terms\\_maps.html](https://www.google.com/help/terms_maps.html) (including the Google Privacy Policy at <https://policies.google.com/privacy>).

## 8. TERMINATION AND CANCELLATION

8.1 Either Customer or Cradlepoint may terminate or cancel Customer's Subscription to the Location Services at any time upon written notice. Customer understands and agrees that the cancellation or termination of Customer's Subscription is Customer's sole right and remedy with respect to any dispute with us including, but not limited to, any dispute related to, or arising out of: (i) any terms or our enforcement of the Agreement; (ii) any Cradlepoint policy or practice and/or our enforcement thereof; (iii) the content available through the Location Services or any change in content provided through the Location Services; (iv) Customer's ability to access and/or use the Location Services; and (v) the amount or types of fees, applicable taxes, or billing methods, or any change to such fees, applicable taxes, or billing methods.

8.2 Cradlepoint reserves the right to immediately terminate Customer's Subscription and block Customer's access to the Location Services if Customer fails to comply with any term or condition in this Agreement, including but not limited to failure to pay fees when due.

8.3 Upon any termination or cancellation of this Agreement, Customer acknowledges and agrees that: (i) Customer will not be entitled to a refund of any amount paid for the Subscription and Customer's obligation to pay any balance due, shall survive any such termination or cancellation; (ii) Cradlepoint will not disable and Customer will be solely responsible for disabling the GPS functionality on Customer's Registered Devices; and (iii) Customer's access to Subscriber Data will immediately terminate.

## 9. CUSTOMER'S WARRANTIES

9.1 Customer represents and warrants to Cradlepoint that: (i) Customer has the authority to agree to the terms and conditions specified in this Agreement on behalf of Customer and all users who have access to the Location Services, (ii) Customer's use of the Location Services will be solely for Customer's commercial and lawful use and for no other purpose, (iii) Customer or Customer's licensors own all right, title, and interest in and to the Subscriber Data, and (ii) Customer has all rights in the Subscriber Data necessary to grant the rights contemplated by this Agreement and Customer's license to the Location Services.

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## CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

To access the Services, Customer will need to download and install Client Software. Client Software and any accompanying documentation is licensed and not sold and is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Cradlepoint owns intellectual property rights in the Client Software. Customer's license to download, use and/or copy the Client Software is subject to these rights and to all the terms of conditions of this license ("License"). The terms and conditions of this License are in addition to and not in substitution of the terms and conditions of the Agreement. Reference to Section numbers below are to Section number in this License only unless otherwise specified.





## 1. LICENSE GRANT

1.1 Access to the Service, or portion thereof, requires that Customer download and install directly, or download, distribute and install programmatically, certain Client Software applications. Subject to Customer's compliance with all of the terms and conditions of the Agreement and this License, Cradlepoint hereby grants Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to internally use the Client Software only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this License.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Client Software, documentation or data related to the Client Software (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Client Software, except as expressly permitted herein; sublicense, sell, resell, transfer, assign or distribute or otherwise commercially exploit or make available in any way to any third party any portion of the Client Software; use the Client Software other than in accordance with this License and in compliance with all applicable laws and regulations.

2.2 Customer will cooperate with Cradlepoint in connection with the performance of this License by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated users have access to any administrative functions of the Service.

2.3 Customer hereby agrees to indemnify and hold harmless Cradlepoint against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, any breach of this License, or from Customer's and/or Agents use of the Client Software.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent.

## 3. INTELLECTUAL PROPERTY RIGHTS

3.1 Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Client Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Client Software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this License. This License is not a sale and does not convey to Customer any rights of ownership in or related to the Client Software, or any intellectual property rights.

3.2 Customer retains all right, title and interest (including, without limitation, sole ownership of) all content and data provided by or on behalf of Customer or distributed through the Service ("Content") and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Cradlepoint may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Cradlepoint from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

## 4. TERMINATION

4.1 This License shall continue until terminated in accordance with this Section 4.

4.2 Customer may terminate this License at any time upon written notice to Cradlepoint as Customer's sole right and remedy with respect to any dispute with Cradlepoint under this License.



4.3 Cradlepoint reserves the right to immediately suspend or terminate Customer's license to and block Customer's access to the Service if Customer fails to comply with any term or condition in this License.

4.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this License. All sections of this License, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. In addition, the following Sections will survive any termination of this License: 2, 3, 4, and 6.

## 5. CLIENT SOFTWARE SECURITY

5.1 Cradlepoint represents and warrants that it will not knowingly include, in any Cradlepoint software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, Trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Cradlepoint fails to comply with the warranty in this Section, Customer may promptly notify Cradlepoint in writing of any such non-compliance. Cradlepoint will, within thirty (30) days of receipt of such written notification, either correct the non-compliance or provide Customer with a plan for correcting the non-compliance. If the non-compliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this License as Customer's sole and exclusive remedy for such non-compliance.

## 6. WARRANTY DISCLAIMER

6.1 EXCEPT AS SET FORTH IN SECTION 5 ABOVE, THE SERVICE, CLIENT SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS LICENSE ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE AND/OR CLIENT SOFTWARE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE AND/OR CLIENT SOFTWARE. CRADLEPOINT AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.2 IF THE CLIENT SOFTWARE OR SERVICE DOES NOT MEET CUSTOMER'S REQUIREMENTS OR PROVIDE FUNCTIONALITY AND PERFORMANCE TO CUSTOMER'S SATISFACTION, CUSTOMER AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CANCEL CUSTOMER'S SUBSCRIPTION TO THE SERVICE AND TERMINATE THIS LICENSE AS SET FORTH IN SECTION 4 OF THIS LICENSE. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

## EXHIBIT 1 - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") outlines the service level commitments by Cradlepoint for each of the cloud-delivered services within the Cradlepoint NetCloud platform (referred to individually as the "Service"). Each SLA pertains only to the availability of the applicable Service ("Service Performance") and applies only to direct licensees of the applicable Service, provided such licensee remains in full compliance with the Cradlepoint Terms of Service and License Agreement ("TSLA").

## 1. DEFINITIONS.





**1.1 Measurement Window** – The Service Performance shall be calculated based on minutes of compliance within a consecutive 30-day period, exclusive of any scheduled and emergency maintenance performed during that period (the “Measurement Window”).

**1.2 Span of Control** – The SLA shall only pertain to incidents that involve elements of the Service that are within Cradlepoint’s direct and complete operational control (“Span of Control”). For example, the physical Internet connection that connects the devices to the Service is outside of Cradlepoint’s Span of Control.

## **2. NETCLOUD MANAGER SLA**

**2.1** Service Performance for NetCloud Manager is based on availability with a 99.9% monthly uptime (excluding scheduled downtime associated with maintenance windows) as defined by the customer’s ability to use the web interface to perform administration, operations and management functions for networks and devices managed by the Service and subject to incidents within the Span of Control.

## **3. NETCLOUD PERIMETER SLA**

**3.1** Service Performance for NetCloud Perimeter is based on availability with a 99.95% monthly uptime for each customer’s virtual, cloud-based network running on the Service (“Virtual Cloud Network” or “VCN”) as defined by the ability to maintain active connections and forward data between devices within the Measurement Window and subject to (i) incidents within the Span of Control, and (ii) excludes a five (5) minute fail-over migration window per incident.

**3.2** The NetCloud Perimeter Service is designed to achieve high availability even when underlying elements of the Service fail. For certain major elements within the Span of Control, Cradlepoint has established specific non-binding Service Performance objectives (the “Element Service Level Objective” or “ESLO”) that the company shall apply commercially reasonable effort to obtain, but the performance of which is not subject to section 2.1.

**3.2.1 ControlPoint** – a redundant control plane system element that provides provisioning, orchestration, capacity management and operational supervision of the Service. The ControlPoint ESLO is 99.9%

**3.2.2 ServicePoint** – a data plane element that hosts one or more VCNs and provides data forwarding and Internet egress functionality. The ServicePoint ESLO is 99.99%, exclusive of a five (5) minute fail-over migration window per incident.

## **4. MISCELLANEOUS**

**4.1** Licensee’s sole and exclusive remedies for Cradlepoint’s breach of the foregoing are set forth in the TSLA.

**4.2** This document contains the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this SLA. All waivers and modifications to the terms set forth herein must be in a signed and agreed to by Cradlepoint in writing.



## EXHIBIT 2 - MANAGED SERVICE PROVIDER ADDENDUM

BY CLICKING ON THE “ACCEPT” OR “CONTINUE” BUTTON OF THE TERMS OF SERVICE AND LICENSE AGREEMENT (“TSLA”), YOU AS A MANAGED SERVICE PROVIDER AND ANY ENTITY THAT YOU REPRESENT (THE “MSP”) AND ANYONE TO WHOM MSP PROVIDES ACCESS TO THE SERVICES OR THAT IS USING OR ACCESSING THE SERVICES ON MSP’S BEHALF (COLLECTIVELY, “AGENTS”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE TSLA AND THIS MANAGED SERVICE PROVIDER ADDENDUM (“ADDENDUM”). THIS ADDENDUM, TOGETHER WITH THE TSLA, (COLLECTIVELY “SERVICES AGREEMENT”) DEFINES THE TERMS AND CONDITIONS PURSUANT TO WHICH CRADLEPOINT AGREES TO ALLOW YOU, AS A MSP, TO BUNDLE AND BILL FOR INTEGRATED SERVICES AND DELIVER THEM, OR FACILITATE THE DELIVERY THEREOF, TO YOUR CUSTOMERS, IN ACCORDANCE WITH CRADLEPOINT’S NETCLOUD™ MSP PROGRAM FOR MSPS AS DETAILED HEREIN. IF YOU ARE ENTERING INTO THIS SERVICES AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND MSP. MSP’S CONTINUED USE OF SERVICES AND SOFTWARE PROVIDED BY CRADLEPOINT, INC. (“CRADLEPOINT”) SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS SERVICES AGREEMENT. IF MSP DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS SERVICES AGREEMENT, CLICK THE “CANCEL” OR BROWSER BACK BUTTON AND THE ACCOUNT REGISTRATION OR SETUP PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

**1. DEFINITIONS.** Defined terms used but not defined in this MSP Addendum, shall have the meaning ascribed in the TSLA.

1.1 **“Collaborator”** means an option available to the MSP within the Service that allows the MSP to assign an End Customer access to the administrative functionality and permissions of the management services of Service.

1.2 **“End Customer”** means: (i) a customer of MSP for which MSP utilizes the Service in conjunction with the Integrated Services; or (ii) a customer of MSP to which MSP has granted Collaborator status for the management services of the Service; or (iii) a customer of MSP that utilizes the network services of the Service.

1.4 **“Integrated Services”** means other product(s), professional service(s), managed services(s), or business practice(s) provided by the MSP and combined with the Service to create a combined single service/product package that is delivered to End Customers and supported, as set forth in Schedule A, by the MSP. The Integrated Services must have MSP-specific branding, packaging, pricing or support, in accordance with in this Services Agreement, which differentiate it from standard and generally available Cradlepoint services.

1.7 **“Territory”** means the geography in which the MSP is licensed to offer the Integrated Services.

## **2. MSP LICENSE**

2.1 Subject to MSP’s full compliance with the terms of this Services Agreement, (i) Cradlepoint will provide MSP with access to the Services through the internet as set forth in the TSLA, this Addendum and the applicable order, (ii) Cradlepoint hereby grants MSP a nonexclusive, non-transferable, limited, fully-revocable license to use the Service for the provision of Integrated Services to End Customers in the Territory, and (iii) Cradlepoint hereby



grants MSP a nonexclusive, limited, fully-revocable license to distribute the Client Software (defined below) to End Customers or its Agents in conjunction with the Integrated Services in the Territory provided such End Customers and Agents have accepted the terms of the License and agree to be bound by terms at least as restrictive as the terms of the TSLA and this Addendum with respect to restrictions and responsibilities.

2.2 The Services are subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give MSP prior written notice of any such modification. Cradlepoint reserves the right to modify or discontinue the Service or any part thereof at any time in its discretion or to change the terms and conditions under which it provides the Service.

2.3 MSP understands that notwithstanding the use of terms such as "sell," "sales" or the like in connection with MSP's activities under the Services Agreement, MSP is solely an independent entity and has no authority to make representations, incur obligations or otherwise act on behalf of Cradlepoint in any way. Nothing contained in this Services Agreement shall be deemed to create any partnership or joint venture between the parties. MSP is an independent contractor and is not the legal representative or agent of Cradlepoint for any purpose and shall have no right or authority (except as expressly provided in this Services Agreement) to incur, assume or create in writing or otherwise, any obligations over Cradlepoint or its employees.

2.4 All rights not expressly granted to MSP in the Services Agreement are reserved by Cradlepoint.

### 3. MSP RESTRICTIONS AND RESPONSIBILITIES.

3.1 **Single Point of Contact.** MSP will designate an employee who will be responsible for all matters relating to this Services Agreement ("Primary Contact"). MSP may change the individual designated as Primary Contact at any time by providing written notice to Cradlepoint.

3.2 **End Customer Support.** MSP shall provide all support services to End Customers for the Integrated Services.

3.3 **Account Security.** MSP will be responsible for maintaining the security of MSP account, passwords (including but not limited to administrative and user passwords) and files, and for all users of MSP account with or without MSP's knowledge or consent.

3.4 **Compliance with Applicable Laws.** MSP shall at all times comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing data of the End Customer.

3.5 **Restrictions and Acceptable Use.** MSP will not, and will not permit any Agent or End Customer to violate any of the restrictions and responsibilities set forth in the TSLA except as expressly allowed in Section 2 of this Addendum with respect to the provision of Integrated Services to End Customers. MSP agrees not to use, or allow the use of, the Services in High Risk Applications, and not to market, sell or provide Integrated Services to MSP Customers or End Customers for use in High Risk Applications. MSP is responsible for all acts and omissions of its Agents and End Customers (including any breaches of this Services Agreement) as if MSP committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this Services Agreement, at law or in equity, against MSP based upon such acts or omissions of such End Customers.

3.6 **Representations or Warranties.** In addition to warranties set forth in Section 6.1, MSP hereby represents, warrants and covenants that it has all necessary consents and authorization as may be required by law for MSP to: (i) use the Service on the End Customers' behalf; (ii) access such End Customers' networks, systems, personally identifiable information of Customer's and End Customers' employees, contractors and/or representatives, data, and information ("Customer Information") on behalf of such End Customer; and (iii) provide



such Customer Information to Cradlepoint for the performance of the Services. MSP further represents and warrants that it shall process the Customer Information in accordance with applicable laws, rules and regulations and in compliance with the TSLA and Cradlepoint's Privacy Policy at <https://cradlepoint.com/privacy-policy> and MSP shall notify each End Customer in writing: (i) the Customer Information entered into or gathered and/or stored in conjunction with the use of the Service shall be governed under the terms of the TSLA and Cradlepoint's Privacy Policy; (ii) that Cradlepoint's Privacy Policy is available at <https://cradlepoint.com/privacy-policy>; and (iii) upon termination of the TSLA, (a) access by MSP and End Customers to such Customer Information shall immediately cease; (b) neither the MSP nor the End Customer shall have any right to access such Customer Information; and (c) Cradlepoint shall have no obligation to retain or transfer such Customer Information to the MSP or the End Customer or to another managed service provider which may be designated by the MSP or the End Customer. MSP SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON CRADLEPOINT'S BEHALF.

**3.7 MSP Indemnity.** MSP SHALL INDEMNIFY, DEFEND AND HOLD CRADLEPOINT HARMLESS AGAINST ANY CLAIM, LOSS, LIABILITY COST OR DAMAGE SUSTAINED AS A RESULT OF MSP'S NONCOMPLIANCE WITH SECTION 3.6.

**3.8 Applicable to Network Services Only.** Access to the network services portion of the Service ("Network Services") requires the download and installation of software (the "Client Software") which is covered under a License as set forth in the TSLA. MSP shall not make the Network Services available to End Customers or Agents, or distribute the Client Software except pursuant to an enforceable agreement between the MSP and the End Customer or Agent (as applicable) for Cradlepoint's benefit that is at least as protective of Cradlepoint and its rights and technology as the License and the applicable terms of the TSLA.

#### **4. CRADLEPOINT RESPONSIBILITIES**

**4.1 Service Availability.** Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Services Agreement. Notwithstanding the foregoing, Cradlepoint reserves the right to temporarily suspend MSP's and/or one or more of its End Customers access to the Services (i) for scheduled or emergency maintenance, (ii) in the event MSP is in breach of this Services Agreement, including failure to pay any amounts due to Cradlepoint, or (iii) as a result of a Force Majeure event.

**4.2 MSP Training.** Cradlepoint shall, in accordance with the applicable partner program level of the MSP, provide product sales and support training and marketing materials to the MSP's designated personnel. All training of MSP personnel shall be delivered in a "train the trainer" methodology as solely designated by Cradlepoint.

**4.3 MSP Support.** Cradlepoint shall provide reasonable support to MSP for the Service and Client Software as specified, in Schedule A attached hereto. Cradlepoint is not responsible for providing support to any End Customer or for supporting any aspect of the Integrated Services with which the Service is combined.

**4.4 Comply with Applicable Laws.** Cradlepoint shall comply with all applicable laws and regulations in its performance hereunder.

**4.5 Service Delivery.** Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third party providers. The Service is subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give MSP prior written notice of any material modifications.

#### **5. INTELLECTUAL PROPERTY RIGHTS**



5.1 **Use of Trademarks.** During the term of this Services Agreement, MSP may use the Cradlepoint Marks (as defined in the Trademark Usage Guidelines available at [Cradlepoint.com](http://Cradlepoint.com)) solely in connection with its activities under this Services Agreement and in accordance with the Cradlepoint's trademark policies in effect from time to time. MSP shall not use the Cradlepoint Marks to imply Cradlepoint's endorsement of products, services or materials other than the Service. Cradlepoint may revoke any permission to use Cradlepoint Marks under this Services Agreement at any time, with or without cause.

5.2 **Ownership of Trademarks.** MSP acknowledges and agrees that Cradlepoint owns the Cradlepoint Marks, domain names, and that any and all goodwill derived from the use of such inures solely to the benefit of Cradlepoint. If, at any time, MSP acquires any rights in any Cradlepoint Marks or domain names or apps related to Cradlepoint Marks, MSP hereby assigns and agrees to assign such rights to Cradlepoint, along with any and all associated goodwill, at no cost to Cradlepoint. MSP will, at no time, challenge the validity, ownership, or enforceability of any Cradlepoint Marks, domain names, or apps including, without limitation, using advertising, displaying or applying to register any trademark, trade name, logo or other designation that is similar to or that may be confused with any Cradlepoint Marks.

5.3 **No Registration of Similar Marks.** MSP will not register in any country or jurisdiction, any name, logo, mark, domain name, or app identical to or confusingly similar to the Cradlepoint Marks.

## 6. **MSP Data.**

6.1 Cradlepoint will be provided and process certain MSP Data of MSP and End Customers (as defined in Section 6.2) related to the administration, operations, support and usage of the Service and Software. MSP hereby represents and warrants that (a) MSP has the right to provide all MSP Data to Cradlepoint; and (b) collection, maintenance, and use of all MSP Data complies with all applicable laws, which may include, without limitation, export, privacy, Gramm-Leach-Bliley Act, and Health Insurance Portability and Accountability Act. In the event Cradlepoint receives any notice or claim that any MSP Data, or activities hereunder with respect to any MSP Data, may infringe or violate rights of a third party or any laws or regulations, Cradlepoint may, but is not required to, suspend or terminate the Services.

6.2 By using or accessing the Service, MSP hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify MSP Data as necessary to perform the Service. "MSP Data" means all electronic data and information submitted by MSP, including End Customer Data, for set up and provisioning of the Service for the performance of Integrated Services. MSP Data does not include any Content. "Content" means all information distributed by or on behalf of MSP or End Customer through the Service.

6.3 Notwithstanding anything else in this Services Agreement or otherwise, Cradlepoint may monitor MSP's and any End Customer's use of the Service and Customer Information and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Cradlepoint Data"), and may make such information publicly available, provided that such information does not identify MSP or End Customer or MSP's or End Customer's confidential or personally identifiable information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint's ownership in the Cradlepoint Data: (i) MSP hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint; (ii) MSP hereby covenants and agrees to obtain an enforceable written assignment to Cradlepoint of all right, title and interest in and to Cradlepoint Data from each End Customer.

## 7. **INDEMNIFICATION**

7.1 As a condition of MSP's and/or its End Customer's use of the Services and with respect to any third-party claims, MSP agrees to indemnify, defend, and hold harmless Cradlepoint, its affiliates, subsidiaries, and its and



their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind that directly or indirectly arise from or are based upon:

- (a) MSP's and/or one or more of its End Customers or Agents breach of the Services Agreement;
- (b) MSP's and/or its End Customer's or Agents use of the Services, the Integrated Services and/or related products;
- (c) any conduct, activity, error or omission by MSP and/or its End Customer's or Agents including Content transmitted using the Service or on any web site maintained by MSP and/or its End Customers;
- (d) any violation by MSP and/or one or more of its End Customers or Agents, of any law, regulation or rule;
- (e) violation by MSP and/or one or more of its End Customers or Agents of any privacy, employee, or consumer protection right that is implicated herein; or
- (f) MSP's and/or its End Customer's or Agent's infringement, or the infringement or use by any other user of MSP's account, of any intellectual property or other right of any person or entity.

7.2 All indemnification duties in this Addendum shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Services Agreement or MSP's and/or its End Customer's use of the Services. Cradlepoint may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by MSP. Cradlepoint may participate in the defense of all claims as to which it does not assume defense and control, and MSP shall not settle any such claim without Cradlepoint's prior written consent.

## 8. WARRANTIES AND DISCLAIMERS

8.1 Notwithstanding any provision hereof, Cradlepoint's sole and exclusive warranty and warranty obligation with respect to the Services licensed hereunder are set forth in the TSLA.

## 9. LIMITATION OF LIABILITY

9.1 Notwithstanding any provision hereof, Cradlepoint's liability under this Addendum is limited as set forth in Section 9 of the TSLA.

## 10. TERM AND TERMINATION

10.1 **Initial Term and Renewal.** The term of this Addendum shall be coterminous with the term in the TSLA and shall terminate in accordance with terms set forth in the TSLA except as express set forth herein.

10.2 **Termination.** MSP may terminate this Addendum upon thirty (30) days written notice to Cradlepoint. Cradlepoint may terminate this Addendum immediately upon written notice to MSP in the event of any material breach of the Services Agreement by MSP and/or its Agents or End Customers.

10.3 **Surviving Terms.** The following Sections of this Addendum will survive termination of the Services Agreement or the Addendum: 1, 3.7, 5.2, 5.3, 6-12, and any other section which by its nature is intended to survive.

10.4 **Disposition of Network Service End Customers.** Upon termination, either for cause or without cause, the MSP will have a thirty (30) day period by which to decommission, migrate or otherwise dispose of End Customer accounts as provided for below, immediately after which such accounts will be suspended by Cradlepoint and rendered unavailable to MSP and End Customers:





- (a) MSP directly, or facilitates the migration of, End Customer accounts to Cradlepoint where they can create their own account and subscribe to similar service plan.
- (b) Migrate End Customers to another partner, provided by or agreed to by Cradlepoint at its sole discretion that provides similar products and services.

## **11. PAYMENT OF FEES**

- 11.1 **Service Fees.** MSP will pay Cradlepoint the fees in accordance with this Services Agreement and as set forth in the applicable order. If not otherwise specified, payments will be due within thirty (30) days of invoice.

## **12. MISCELLANEOUS**

- 12.1 **Publicity.** Neither party shall engage in any publicity regarding this relationship, including by means of press releases, advertising or other means, without the other party's prior written consent. Either party may include the other's name and logo in lists of partners.

- 12.2 **Entire Agreement.** The Services Agreement represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No amendment or waiver of any provision of this Services Agreement shall be effective unless in writing and signed by the party against whom the amendment or waiver is to be asserted. To the extent of any conflict between the Addendum and the TSLA, the Addendum shall control. In the event of any conflict between this Addendum and any schedules or attachments hereto, the body of this Addendum shall prevail unless expressly stated otherwise. There are no third party beneficiaries to the Services Agreement.
-



## SCHEDULE A – PARTNER SUPPORT REQUIREMENTS

Cradlepoint follows the tradition three-tier model of customer and technical support. The MSP is responsible for providing all support to End Customers. Cradlepoint is responsible for support only to MSP, as set forth below:

	MSP Provides:	Cradlepoint Provides:
	<p>Inform End Customers on system requirements and supported operating systems.</p> <p>Assist with network topology-related issues</p> <p>Instruct End Customers on how to use the Integrated Service</p> <p>Assist End Customers with any configuration or setup required within their host operating systems</p> <p>General troubleshooting</p>	<p>MSP technical training</p> <p>Documentation</p> <p>Online knowledgebase.</p>
	<p>MSP retains primary End Customer interface</p> <p>Records and manages trouble tickets</p> <p>Provides initial problem investigation, data capture and troubleshooting</p> <p>Escalates unresolved trouble tickets related to the Service to Cradlepoint Tier 2 support for resolution</p> <p>Provides End Customer with feedback once the problem has been resolved and the ticket closed</p>	<p>Access to applicable Cradlepoint support services.</p>





CDCE, Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

**Telephone:** 800-373-5353

<b>Sales Quote No.</b>	123638-J
<b>Customer No.</b>	CIMADERAPD

Bill To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

Ship To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

**Contact:** Accounts Payable  
**Telephone:** 559-661-5411  
**E-mail:** gprice@madera.gov

**Contact:** Gary Price  
**Telephone:** 559-661-5411  
**E-mail:** gprice@madera.gov

Quote Date		Ship Via		F.O.B.		Customer PO Number		
06/04/25		UPS Ground		Destination				
Entered By			Salesperson		Ordered By		Payment Method	
Andrew Delgado			Andrew Delgado		Gary Price		Net 30	
Line Item	Order Qty	Part #	Description				Unit Price	Extended Price
1	25	FZ-55JZ00KBM	Panasonic Toughbook FZ-55 (see details below) Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 32GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat				2,970.00	74,250.00
2	25	PR-220173	FZ-55 & 54 GJ Lite Vehicle Dock (no pass) USB-A (2), Serial, LAN, MFG Part Number: GJ-55LVDLT0				680.00	17,000.00
3	25	PS-202013	Lind 120 Watt CF-31,33,54 DC Cig Adapter				130.00	3,250.00
4	25	WR-105001	Pan Protection Plus Warranty 5yr				600.00	15,000.00
5	25	DM-400165	R1900 router with WiFi (5G modem), 3yr NetCloud Performance Essentials Plan, Advanced Plan, NO power supply or antennae, Global, MFG# MBA3-19005GB-GA				2,209.00	55,225.00

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CDCE, Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

**Telephone:** 800-373-5353

<b>Sales Quote No.</b>	123638-J
<b>Customer No.</b>	CIMADERAPD

Bill To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

Ship To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

**Contact:** Accounts Payable  
**Telephone:** 559-661-5411  
**E-mail:** gprice@madera.gov

**Contact:** Gary Price  
**Telephone:** 559-661-5411  
**E-mail:** gprice@madera.gov

Quote Date		Ship Via		F.O.B.		Customer PO Number		
06/04/25		UPS Ground		Destination				
Entered By			Salesperson		Ordered By		Payment Method	
Andrew Delgado			Andrew Delgado		Gary Price		Net 30	
Line Item	Order Qty	Part #	Description				Unit Price	Extended Price
6	25	DM-410007	CP-Modem & Switch, modular modem slot which provides the ability to add a second modem and 4 additional GbE ports, Includes GPIO & Power Cable, 2x3, Small Accessories Kit, Mounting Template. MFG #: MB-RX30-MC				178.00	4,450.00
7	25	DM-400171	5G Modem (requires 4FF SIM) upgrade for R1900+RX30-MC or IBR1700 Mobile Routers with door, MFG Part Number: MB-MC400-5GB				713.00	17,825.00
8	25	ANT-941125	Megalodon LG-IN2902 - 11-in-1 - Antenna - radome cellular, Wi-Fi, navigation - omni-directional - panel mountable				457.00	11,425.00
9	25	LAB-320001	Installation Customer Site Install R1900, dock, secondary modem and antenna.  Swap current MDC, dock and power supply. Install FZ-55, dock and power supply.				909.80	22,745.00
10	23	ANT-801007	Panorama Mount kit for antenna - Ford Explorer - black MFG Part Number: SAB-353				30.00	690.00
11	2	ANT-801008	LPMM8 RIBBED PANEL ADAPTOR KIT- Ribbed or uneven panel mount adaptor for Megaloldon range; Also suitable for thicker and curved panels, MFG Part Number: SAB-346				45.00	90.00
12	25	FEE-100001	Recycle Fee for Monitors 4"-15"				4.00	100.00

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CDCE, Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

Telephone: 800-373-5353

Sales Quote No.	123638-J
Customer No.	CIMADERAPD

Bill To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

Ship To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

Contact: Accounts Payable  
Telephone: 559-661-5411  
E-mail: gprice@madera.gov

Contact: Gary Price  
Telephone: 559-661-5411  
E-mail: gprice@madera.gov

Quote Date		Ship Via		F.O.B.		Customer PO Number		
06/04/25		UPS Ground		Destination				
Entered By			Salesperson		Ordered By		Payment Method	
Andrew Delgado			Andrew Delgado		Gary Price		Net 30	
Line Item	Order Qty	Part #	Description				Unit Price	Extended Price
13	1	WR-263025	3-YR NETCLOUD EXCHANGE SERVICE GATEWAY, SELF-HOSTED VIRTUAL APPLIANCE WITH 1 GBPS THROUGHPUT, MFG Part Number: NCX-0003-SG1GBPS				13,300.00	13,300.00
14	25	WR-263026	3-yr NetCloud Exchange Secure Connect (requires corresponding Essentials Plan), MFG Part Number: NCX-0K03-SC				196.00	4,900.00
15	1	WR-263027	3-yr NetCloud Exchange ZTNA for Users (requires NetCloud Exchange Secure Connect), MFG Part Number: NCX-0E03-ZTNA				153.00	153.00
<p>By signing, you are confirming not only your request to purchase, but also your authority to purchase the goods and services on this quote on behalf of the organization you represent. Signed quotes are de facto purchase orders and fall under the same terms and conditions of sale. If you choose to pay by credit card, you approve an additional 3% processing fee on total order for Visa/MC/Discover and 5% for American Express.</p> <div><div></div><div>Signature</div></div> <div><div></div><div>Print Name</div></div> <div><div></div><div>Date</div></div>								

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CDCE, Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

Telephone: 800-373-5353

Sales Quote No.	123638-J
Customer No.	CIMADERAPD

Bill To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

Ship To
City of Madera Police Department 330 S C Street Madera, CA 93638 United States

Contact: Accounts Payable  
Telephone: 559-661-5411  
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Contact: Gary Price  
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Quote Date	Ship Via	F.O.B.	Customer PO Number		
06/04/25	UPS Ground	Destination			
Entered By		Salesperson	Ordered By	Payment Method	
Andrew Delgado		Andrew Delgado	Gary Price	Net 30	
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
			<p>NetCloud Entitlements:</p> <p>Gary Price gprice@madera.gov 559-661-5411</p> <p>ETA to ship within 2-6 weeks ARO. This Quote Conforms to all Standards of the State of California NASPO Participating Addendum 7-20-70-47-02 AMENDMENT 1 DATA COMMUNICATIONS Utah NASPO ValuePoint Master Agreement Number AR3189 Agreement is extended from September 30, 2024, to September 30, 2026</p> <p>Pan NASPO # MA23019</p> <p><b>Purchase orders must include the following:</b> <b>CDCE Quote#</b> <b>All part numbers</b> <b>Part Descriptions</b> <b>Quantities and price</b> <b>Sales Tax &amp; Freight</b> <b>Bill to/Ship To</b> <b>Payment Terms</b></p> <p>***This quote is valid for 30 days from the stated Quote Date***</p>		

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Subtotal	240,403.00
Freight	257.98
8.250 % Sales Tax	15,196.91
Order Total	255,857.89

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RESOLUTION NO. 25-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF  
MADERA FISCAL YEAR 2024/2025 ADOPTED BUDGET TO APPROPRIATE  
MEASURE K FUNDS FOR THE PURCHASE OF COMPUTERS AND  
HARDWARE FOR THE POLICE DEPARTMENT**

**WHEREAS**, the City Council has authorized the purchase of computers and hardware from Panasonic Connect North America, Division Of Panasonic Corporation Of North America and Cradlepoint, Inc. form the authorized dealer, CDCE, Inc., in the amount of \$255,857.89; and

**WHEREAS**, the amendment to the City of Madera Fiscal Year 2024/2025 Adopted Budget, listed in Exhibit C, attached hereto, is necessary to appropriate funds for the expenditure of the computers and hardware.

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

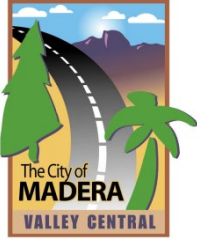
1. The above recitals are true and correct.
2. Funds shall be appropriated in the Fiscal Year 2024/25 operating budget in the amount of \$255,857.89 from available Measure K fund balance in the Measure K vehicle and equipment account.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# EXHIBIT A

## CITY OF MADERA FISCAL YEAR 2024/25 BUDGET AMENDMENT

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<b><u>Measure K - Police Fund</u></b>					
1025	10252000	4900	Budgetary Carryover		255,858
1025	10252000	7000	Vehicles/Equipment	255,858	
<b>TOTALS</b>				<b>\$ 255,858</b>	<b>\$ 255,858</b>



## REPORT TO CITY COUNCIL

**Approved by:**

*Joseph Hebert*

Joseph Hebert, Parks & Community Services Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-14

**SUBJECT:**

Madera County Breastfeeding Coalition Fee Waiver Request for the 1st Annual Breastfeeding Awareness Walk & Celebration

**RECOMMENDATION:**

Adopt a Resolution waiving the rental fees of the Lions Town & Country Park (LT&C) on August 9, 2025, related to the 1st Annual Breastfeeding Awareness Walk & Celebration event hosted by the Madera County Breastfeeding Coalition, at an anticipated rental fee of \$515

**SUMMARY:**

The City received a request from the Madera County Breastfeeding Coalition seeking a waiver of rental fees for the use of the (LT&C) to host the 1st Annual Breastfeeding Awareness Walk & Celebration. The event is scheduled for Saturday, August 9, 2025.

**DISCUSSION:**

The Madera County Breastfeeding Coalition has submitted a formal request for a fee waiver to use LT&C for the 1st Annual Breastfeeding Awareness Walk & Celebration event. The event is planned for Saturday, August 9, 2025. The request includes access to the park at 6 am to 2 pm, which includes time for setting up before the event and cleanup thereafter.

The Madera County Breastfeeding Coalition was formed to support, educate, and empower breastfeeding mothers. The Madera County Breastfeeding Coalition works to decrease breastfeeding disparities in Madera County by working collaboratively with stakeholders to support, protect, and normalize breastfeeding through education, community engagement, and advocacy. They are supported by the non-profit fiscal agent California Health Collaborative.



The Madera County Breastfeeding Coalition is committed to adhering to all rules and regulations regarding the use of the park and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

#### **FINANCIAL IMPACT:**

The applicable costs associated with the rental of LT&C, with the space as needed, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

<b>Table 1: Estimated Financial Impact Without Fee Waiver</b>	
Administrative Fee	\$25
Deposit	\$50
Special Event Fee	\$100
Pavilion \$20/hour x 8 hours	\$160
Redwood \$7.50/hour x 8 hours	\$60
Walking Track \$15/hour x 8 hours	\$120
<b>Total</b>	<b>\$515</b>

The total applicable cost for the LT&C area sufficient to meet the reserved space needed, with dates and times as requested, would be \$515.

#### **ALTERNATIVES:**

The Council may elect to reject the fee waiver and require the Madera County Breastfeeding Coalition to remit any associated fees if they wish to rent the LT&C for the 1st Annual Breastfeeding Awareness Walk & Celebration event.

#### **ATTACHMENTS:**

1. Resolution – Waiving the rental fees of the Lions Town & Country Park on August 9, 2025, related to the Madera County Breastfeeding Coalition's 1st Annual Breastfeeding Awareness Walk & Celebration event, at an anticipated rental fee of \$515

### **ATTACHMENT 1**

Resolution – Waiving the rental fees of the Lions Town & Country Park on August 9, 2025, related to the Madera County Breastfeeding Coalition's 1st Annual Breastfeeding Awareness Walk & Celebration event, at an anticipated rental fee of \$515

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA WAIVING THE RENTAL FEES OF THE LIONS TOWN &  
COUNTRY PARK ON AUGUST 9, 2025, RELATED TO THE MADERA COUNTY  
BREASTFEEDING COALITION'S 1ST ANNUAL BREASTFEEDING AWARENESS  
WALK & CELEBRATION EVENT, AT AN ANTICIPATED RENTAL FEE OF \$515**

**WHEREAS**, the City has received a request for the waiver of fees for the rental of the Lions Town & Country Park (LT&C); and

**WHEREAS**, the request is from the Madera County Breastfeeding Coalition; and

**WHEREAS**, the Madera County Breastfeeding Coalition is looking to host the 1st Annual Breastfeeding Awareness Walk & Celebration; and

**WHEREAS**, the request is for rental utilization on Saturday, August 9, 2025, from 6:00 am to 2:00 pm; and

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

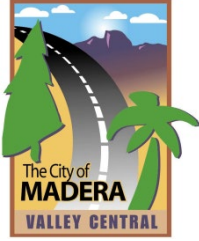
**WHEREAS**, the fees for the event are calculated at \$515; and

**WHEREAS**, the Madera County Breastfeeding Coalition is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Breastfeeding Coalition serves a community need to support, educate, and empower breastfeeding mothers.
3. The City Council does hereby waive the City fees for Rental Fees of the Lions Town & Country Park on the dates and time identified herein, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*




## REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-15

  
\_\_\_\_\_  
Joseph Hebert, Parks & Community Services Director

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**SUBJECT:**

Notice of Completion for the Frank Bergon Senior Center Fence Installation Project

**RECOMMENDATION:**

Staff recommend that the City Council approve a Minute Order approving:

1. Acceptance of the new fence installation at Frank Bergon Senior Center (FBSC), located at 238 South D Street, Madera, CA 93638.
2. The Recording of Notice of Completion.
3. The release of retention 35 days after the recording of the Notice of Completion.

**SUMMARY:**

On May 17, 2024, the City released Invitation for Bids (IFB) No. 202324-31 for the Frank Bergon Senior Center Fencing, CBDG B22MC060053. No bids were received, allowing staff to directly negotiate with potential vendors. Per this process, a Construction Agreement between the City and Juarez Brothers General Engineering, Inc. for the installation of the safety perimeter fencing was approved by Council on February 5, 2025, for \$137,622.76. Since then, the contractor has completed the project, with a Notice of Completion being recommended.

**DISCUSSION:**

During Fiscal Year (FY) 2023/24, the City received \$148,386 in Community Development Block Grant (CDBG) funding for improvements at the FBSC, including a safety perimeter fence. Subsequently, the City Council approved an additional appropriation of \$65,172 in CDBG funds for further improvements at the FBSC, bringing the total project budget of \$213,558.

To date several improvements have been completed at the FBSC using these funds, including external repainting and upgrades to the kitchen.

On May 17, 2024, the City released IFB 202324-31 for the installation of a fence. However, the competitive bidding process resulted in no bids being received. In accordance with the City's procurement policy, which allows for direct negotiation, should no bids be received following a formal solicitation, staff proceeded to identify a qualified contractor for a negotiated agreement. Staff selected Juarez Brothers General Engineering, Inc. to initiate negotiations based on the contractor meeting project type designation, DIR registration confirmation, contractor license status, and satisfactory prior work completed.

On February 5, 2025, the Council approved a Construction Agreement with Juarez Brothers General Engineering, Inc. for \$137,622.76.

**Key Milestones:**

- March 3, 2025: A pre-construction meeting was held between City staff and Juarez Brothers General Engineering, Inc.
- On March 13, 2025: A Notice of Award was executed.
- On April 1, 2025: A Notice to Proceed was executed.
- April 14, 2025: Project start date. All work is to be completed within thirty (30) calendar days.

A final inspection was conducted on May 20, 2025. The inspection included representatives from Juarez Brothers General Engineering, Inc. and City staff. The project is now being recommended as completed, per project plans and specifications.

**FINANCIAL IMPACT:**

The installation of the safety perimeter fence at the FBSC was made possible by with CDBG funding. The additional CDBG appropriation of \$65,172, approved by the Council on February 5, 2025, and as documented by Resolution No. 25-32, made the funding possible for the Construction Agreement with Juarez Brothers General Engineering, Inc.

Table 1 below outlines the CDBG expenditure to date.

Table 1: CDBG Award of \$213,558 for FBSC Improvements Expenditure	
Vendor	Amount
O'Dell Engineering; design services	\$20,999
QK Inc.; topography surveying	\$7,500
Patterson Painting	\$12,500
DL Batty, Inc.; kitchen renovations	\$27,410
Sherwin Williams; paint materials for kitchen renovations	\$100.45

Home Depot; garbage disposal for kitchen renovations	\$193.77
Capital improvement administration charges	\$752.04
Fence Installation by Juarez Brothers General Engineering, Inc.	\$137,622.76
Total Expenditure/Encumbered to Date	\$207,078.02
Remaining Balance to Date	\$6,479.98

Staff plans to address additional improvements needed at the site with the remaining balance, that will include accessibility and landscaping.

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Completion with due cause. Rejection of the notice would result in the staff's inability to release retention funds until addressing the Council's concerns.

**ATTACHMENTS:**

1. Notice of Completion
2. Fence Installation Boundary at a Glance
3. Photos of the Completed Project

**ATTACHMENT 1**

Notice of Completion

Recording Requested by:  
**City of Madera**

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

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

## NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN THAT:

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

Name

Address

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

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

Name

Address

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

10. The street address of said property is \_\_\_\_\_  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)  
**CITY OF MADERA**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Joseph Hebert  
Parks & Community Services Director



**State of California**  
**County of Madera**

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

**(Signature of Officer)**  
**CITY OF MADERA**

\_\_\_\_\_  
Joseph Hebert  
Parks & Community Services Director

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

**State of California**  
**County of Madera**

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

\_\_\_\_\_  
Alicia Gonzales  
City Clerk

(Seal)

## ATTACHMENT 2

### Fence Installation Boundary at a Glance



**ATTACHMENT 3**

Photos of the Completed Project

*The picture below depicts a pedestrian entryway gate.*



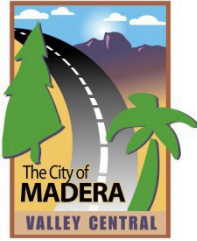
*The picture below shows a portion of the fence from the interior of the Frank Bergon Senior Center backyard area.*





*The picture below shows a close up of the fence installed.*





## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: June 18, 2025

Agenda Number: B-16

### SUBJECT:

Acceptance of the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014

### RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014
2. The Recording of the Notice of Completion
3. The release of retention 35 days after the recording of the Notice of Completion

### SUMMARY:

The Avenue 13 sewer trunk main is now fully rehabilitated from Granada Drive to the Wastewater Treatment Plant (WWTP) located at Road 21½ and Avenue 13/Pecan Avenue. The CIPP lining project (Project) was awarded to SAK Construction, LLC, (SAK) on June 12, 2024. Council approved additional contingencies on March 5, 2025 to address costs associated with extensive cleaning and debris removal efforts not anticipated at the time of bidding. SAK has completed the project in accordance with the plans and specifications and as modified by approved Change Orders. The Project is ready for acceptance.

### DISCUSSION:

City Council (Council) awarded the Project to SAK Construction, LLC, on June 12, 2024 based on the bid submitted on May 22<sup>nd</sup>. SAK started mobilizing for bypass pumping on June 10<sup>th</sup>, the night of the second sewer collapse on Avenue 13 within a one-week period. Implementing the long-term bypass for the Project best accommodated the emergency repairs needed at both failure locations (performed by Floyd Johnston Construction). It also allowed SAK to concurrently schedule the CIPP lining for the sewer main alleviating the possibilities of future failures due to pipe condition. The progress and scope of the work was significantly impacted by the sewer main collapses within the project limits. This resulted in several changes to the contract costs and

original scope of work. It should be noted that the project remained on schedule throughout the course of work.

Table 1 is a summary of finalized change orders issued for the project. A detailed discussion on the various change orders including additional cleaning and debris removal was presented in the staff report provided for the March 5, 2025 City Council item requesting additional contingencies.

<b>Table 1: Change Order Summary</b>	
Item	Maximum Cost
Accelerated Mobilization – most of this cost is related to set up of bypass pumping and a changed approach to the Phase I CIPP lining	\$343,467
Bypass Trench Realignment for Phase I Bypass Operation	\$87,494
Increase in CIPP lining material due to increased pipe diameter as a result of deterioration of interior of pipe	\$155,549
Additional Bypass Operations for Phase 1 due to emergency repairs and changed conditions for CIPP installation	\$246,041
Additional Roadway and Trench Restoration due to change in location of bypass trench from shoulder to middle of westbound lane	\$224,867
Costs associated with extended rental of trench plates due to bypass needs for emergency repair and delays in CIPP lining due to changed conditions	\$38,283
Add CIPP lining from last manhole to WWTP new Screen Facility (not in original scope)	\$365,511
Rehabilitate All Manholes in Project Limits (not in original scope)	\$402,790
Credits for Changes in Project Scope and bid items not needed (railroad flagging, for example)	(\$296,413)
Additional Cleaning and Debris Removal	\$2,260,710
<b>Total Change Orders</b>	<b>\$3,828,299</b>

The punch list items are complete, and the final costs have been determined. Staff recommends Council accept the Project and authorize filing of a Notice of Completion.

Table 2 provides the final contract costs.

<b>Table 2: Final Project Contract Costs</b>	
	Amount
Original Contract Amount	\$8,328,452
Approved Change Orders	\$3,828,299
<b>Total</b>	<b>\$12,156,751</b>

#### **FINANCIAL IMPACT:**

Table 3 provides a breakdown of the project funding from Sewer Capital Outlay funds, American Rescue Plan Act (ARPA) funds, and a State General Fund Grant secured through Senator Caballero.

<b>Table 3: Funding Sources for Project</b>	
	Amount
Sewer Funds	\$2,162,609
ARPA Funds	\$4,994,142
State General Fund Grant	\$5,000,000
<b>Total</b>	<b>\$12,156,751</b>

**ALTERNATIVES:**

If Council elects not to approve the acceptance of the project and filing of the Notice of Completion, staff is unable to release retention funds and close the project. Staff would request direction from Council as to additional information or action requested.

**ATTACHMENTS:**

1. Notice of Completion



**Attachment 1**

Notice of Completion

Recording Requested by:

**City of Madera**

And When Recorded, Mail to:

**City of Madera – City Clerk**

**205 W. 4<sup>th</sup> Street**

**Madera, CA 93637**

Space above this line for Recorder's Use

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

## NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN THAT:

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

Name

Address

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

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

Name

Address

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

10. The street address of said property is \_\_\_\_\_  
(If no street address has been officially assigned, insert "none".)

**(Signature of Owner named in Paragraph 2)**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Keith Brent Helmuth, P.E.  
City Engineer

**State of California**  
**County of Madera**

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

**(Signature of Officer)**

\_\_\_\_\_  
Keith Brent Helmuth, P.E.  
City Engineer

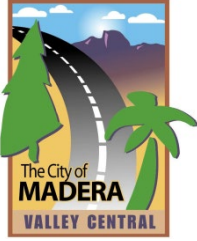
The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

**State of California**  
**County of Madera**

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

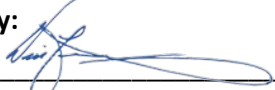
\_\_\_\_\_  
Alicia Gonzales  
City Clerk

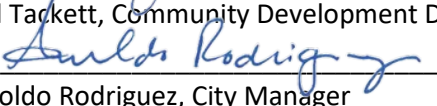
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## REPORT TO CITY COUNCIL

**Approved by:**

  
Will Tackett, Community Development Director

  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-17

### **SUBJECT:**

Amendment No. 5 to Professional Services Agreement with Provost and Pritchard Consulting Group

### **RECOMMENDATION:**

Adopt a Resolution of the City Council of the City of Madera Approving Amendment No. 5 to Agreement for Professional Planning Services with Provost & Pritchard Consulting Group to Increase the Not-to-Exceed Compensation Limit by \$10,000

### **SUMMARY:**

On April 3, 2024, the City Council adopted Resolution No. 25-54 approving Amendment No. 4 to the Agreement for Professional Planning Services with Provost & Pritchard Consulting Group, increasing the not-to-exceed compensation of the Professional Services Agreement by \$150,000 to include additional planning and environmental services; including but not limited to, professional services pertaining to activities eligible for reimbursement through REAP 1.0 Grant program funding or for 6th Cycle Housing Element update implementation.

Staff is requesting Council approve Amendment No. 5 to the Agreement for Professional Planning Services with Provost and Pritchard Consulting Group (P&P) increasing the not-to-exceed compensation of the Professional Services Agreement by \$10,000 to complete preparation of Planning Commission and City Council reports and materials and to attend hearings as necessary to complete the goals and objectives identified for purposes of the Amended Agreement.

### **DISCUSSION:**

On June 13, 2024, the City of Madera executed Amendment No. 4 to the Professional Services Agreement between Provost & Pritchard Consulting Group and the City of Madera for Planning Services. The services for which the Agreement was amended were funded, in part, through the Regional Early Action Planning (REAP) 1.0 grants program which were suballocated through the Madera County Transportation Commission (MCTC) for eligible activities and projects that will assist in the preparation and adoption of planning documents, process improvements and ordinance text amendments which demonstrate a nexus

to increasing housing, accelerating production and/or facilitate compliance to implement the Sixth Cycle of the Regional Housing Needs Allocation (RHNA).

As a result of the services rendered by P&P, on February 5, 2025, the City Council adopted Ordinance No. 1014 C.S. amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code (CMC) regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing. Council adoption of the ordinance completed the first phase of planned amendments to the municipal code proposed by the Planning Department and to be funded/reimbursed through the REAP 1.0 program pursuant to the Agreement.

The second phase of proposed amendments to the municipal code currently being prepared pursuant to the agreement include more substantive changes; a proposed repeal and replacement of the Zoning Regulations with updated provisions, procedures, site development regulations, specific use regulations and use definitions/classifications that will further streamline and accelerate housing production as well as non-residential development and create greater certainty for prospective investment and development interests in the City.

#### **FINANCIAL IMPACT:**

Funding for the fee increase (\$10,000) will be provided through an administrative budget transfer from salary savings within the Planning Department 2024/25 fiscal year operating budget. The amendment to the P&P Professional Services Agreement will therefore not result in a new fiscal impact to the City's General Fund.

#### **ALTERNATIVES:**

As an alternative to staff's recommendation, the Council may:

1. Authorize a lesser budget increase to the Professional Services Agreement with P&P Consulting Group.
2. Direct staff to solicit additional proposals for the intended contracted consultation services. Such action will delay staff's ability to expeditiously complete the goals and objectives for which the Agreement was executed.
3. Deny the budget increase to the Professional Services Agreement with P&P Consulting Group. Such action will delay staff's ability to expeditiously complete the goals and objectives for which the Agreement was executed.

#### **ATTACHMENTS:**

1. Council Resolution

Exhibit A: Amendment No. 5 to the Professional Services Agreement Between Provost and Pritchard Consulting Group and the City of Madera for Planning Services

## **ATTACHMENT 1**

Resolution Approving Amendment No. 5 to Agreement for  
Professional Planning Services with Provost & Pritchard  
Consulting Group; including,

Exhibit "A": Amendment No. 5 to the Professional Services  
Agreement Between Provost and Pritchard  
Consulting Group and the City of Madera for  
Planning Services

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING  
AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL PLANNING SERVICES  
WITH PROVOST & PRITCHARD CONSULTING GROUP TO INCREASE THE NOT-TO-  
EXCEED COMPENSATION LIMIT BY \$10,000**

**WHEREAS**, the City is in need of land use planning and environmental review services in connection with its efforts to repeal and replace the Zoning Regulations of the City Municipal Code with updated provisions, procedures, site development regulations, specific use regulations and use definitions/classifications that will streamline and accelerate housing production as well as non-residential development and create greater certainty for prospective investment and development interests in the City; and

**WHEREAS**, Provost & Pritchard Consulting Group has been identified as a firm having the professional competence, experience, and qualifications to provide professional planning and environmental services; and

**WHEREAS**, the City Council (Council) adopted Resolution No. 20-46 entering into an agreement with Provost & Pritchard Consulting Group to provide professional planning and environmental review services; and

**WHEREAS**, on January 6, 2021, the Council approved amendment No. 1 under Resolution No. 21-05; and

**WHEREAS**, on April 21, 2021, the Council approved amendment No. 2 under Resolution No. 21-54; and

**WHEREAS**, on June 15, 2022, the Council approved amendment No. 3 under Resolution No. 22-86; and

**WHEREAS**, on April 3, 2024, the Council approved amendment No. 4 under Resolution No. 24-54; and

**WHEREAS**, it has been determined that additional planning and environmental services assistance is warranted; and

**WHEREAS**, City staff is requesting an increase to the contract amount to include additional planning and environmental services and to be assigned for completion of text amendments to the Zoning Regulations of the City Municipal Code, including delivery of reports, materials and presentations to the Planning Commission and City Council; and

**WHEREAS**, the City has prepared an amendment to the Professional Services Agreement with Provost & Pritchard Group ("Amendment No. 5") which is in the best interests of both parties; and

**WHEREAS**, Amendment No. 5 increases the not-to-exceed compensation limit of the Professional Services Agreement by \$10,000; and

**WHEREAS**, funds for \$10,000 in Amendment No. 5 are available from salary savings in the City of Madera Planning Department fiscal year 2024/2025 operating budget; and

**WHEREAS**, an amendment to the City General Fund is necessary to secure Amendment No. 5.

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

1. The recitals listed above are true and correct.
2. The City Council approves Amendment No. 5 to the Professional Services Agreement with Provost & Pritchard Consulting Group to increase the not-to-exceed compensation fee by \$10,000, a copy of which is attached hereto and incorporated by reference.
3. The Resolution is effective immediately upon adoption.

\* \* \* \* \*



## **EXHIBIT A**

Amendment No. 5 to the Professional Services Agreement Between  
Provost and Pritchard Consulting Group and the City of Madera for  
Planning Services

**AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN PROVOST & PRITCHARD CONSULTING GROUP AND THE CITY OF MADERA FOR PLANNING SERVICES**

This Amendment No. 5 to the Agreement titled “Professional Services Agreement” dated April 2, 2020, is made and entered into on June 18, 2025, between the City of Madera, (“City”) and Provost & Pritchard Consulting Group, (“Firm”).

**RECITALS**

**WHEREAS**, on April 2, 2020, City and the Firm entered into an Agreement for professional planning services; and

**WHEREAS**, on January 6, 2021, City and the Firm entered into Amendment No. 1 to the Agreement; and

**WHEREAS**, on April 21, 2021, City and the Firm entered into Amendment No. 2 to the Agreement; and

**WHEREAS**, on June 15, 2022, City and the Firm entered into Amendment No. 3 to the Agreement; and

**WHEREAS**, on April 3, 2024, City and the Firm entered into Amendment No. 4 to the Agreement; and

**WHEREAS**, during the performance of the Agreement, the Parties have determined that additional planning and environmental review services are needed; and

**WHEREAS**, City and Firm wish to amend the Agreement to increase the Agreement’s compensation fee for additional work in accordance with Amendment No. 5 to Agreement.

**AGREEMENT**

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

**SECTION 1.** Section 4 of the Agreement titled “Compensation” provides the compensation to be paid for services under the Agreement. The parties agree that the Agreement is amended to provide that the compensation to be paid for the professional planning services as provided Section 2 of the Agreement titled “Services” in accordance with the Scope of work identified in

“Exhibit A” of the Agreement, except as amended by this Amendment No. 5, shall be increased \$10,000 for a total not-to -exceed fee of \$610,000.

**SECTION 2.** Except as amended by this Amendment No. 5, all other terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 remain in full force and effect.

**SECTION 3.** This Amendment No. 5 to Professional Services Agreement shall be effective upon full execution by both parties.

*(SIGNATURES ON NEXT PAGE)*

**CITY OF MADERA**

A municipal corporation of  
the State of California

By: \_\_\_\_\_  
Cecelia Gallegos, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

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

**PROVOST AND PRITCHARD CONSULTING  
GROUP**

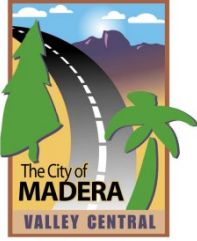
By: \_\_\_\_\_  
Heather Bashian, RCE 73075  
Director of Operations

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Shannon Chaffin, City Attorney

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



## REPORT TO CITY COUNCIL

Approved by: Michael Lima  
Michael Lima, Director of Financial Services  
Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

Council Meeting of: June 18, 2025

Agenda Number: B-18

### SUBJECT:

Appointment to the Transit Advisory Board

### RECOMMENDATION:

Adopt a Resolution approving the appointment of Siphon Munyaradzi to the Transit Advisory Board

### SUMMARY:

The Transit Advisory Board (TAB) serves in an advisory capacity to the City on matters pertaining to public transportation services and operations offered by the City. TAB is comprised of seven (7) members. Each member of the City Council can make a nomination to be considered for appointment by the Mayor, subject to approval of the full City Council by resolution. At this time, Councilmember Evans has appointed Siphon Munyaradzi to the TAB. The Mayor has considered the nomination and has approved the appointment of Mr. Munyaradzi. The requested action is a resolution of the City Council to approve the appointment of Mr. Munyaradzi to the TAB.

### DISCUSSION:

The TAB was established by the City Council in March 1996 to serve in an advisory capacity to the City Council and staff on matters related to public transit. Each member's duties include the following:

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

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

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

Sipho Munyaradzi has been a community member for almost 17 years. Mr. Munyaradzi has served as treasurer of the Fresno Westside Seventh Day Adventist Church and currently is a member of the City of Madera's ADA Advisory Committee. Mr. Munyaradzi has expressed interest in also serving for the TAB. At this time, the Mayor has considered the nomination of Mr. Munyaradzi by Councilmember Evans and is seeking approval from the City Council of the appointment to TAB. Per the Municipal Code, this appointment will be for a term matching the councilmember, or until the replacement is appointed. The councilmember's term ends on December 6, 2028. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

#### **FINANCIAL IMPACT:**

There is no anticipated financial impact as TAB members are volunteers and are not compensated.

#### **ALTERNATIVES:**

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

#### **ATTACHMENTS:**

1. Resolution
2. Volunteer application for Sipho Munyaradzi

Resolution No. 25-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING  
THE APPOINTMENT OF SIPHO MUNYARADZI TO THE CITY OF MADERA  
TRANSIT ADVISORY BOARD**

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

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

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

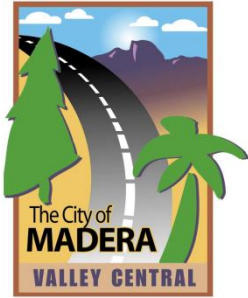
**WHEREAS**, the Mayor has considered the above-named nominated individual and has appointed Sipho Munyaradzi; and

**WHEREAS**, Sipho Munyaradzi has expressed desire to serve on TAB.

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

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

\*\*\*\*\*



# CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

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

PLEASE CHECK ONE OR MORE:

- |  |  |
|--|--|
| <input type="checkbox"/> ADA Advisory Council        | <input type="checkbox"/> Airport Advisory Commission       |
| <input type="checkbox"/> Beautification Committee    | <input type="checkbox"/> Civil Service Commission          |
| <input type="checkbox"/> CDBG Block Grant Commission | <input type="checkbox"/> Loan Review Committee             |
| <input type="checkbox"/> Planning Commission         | <input checked="" type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____                |  |

*Please type or print in ink.*

MUNYARADZI	Sipho	M
LAST NAME	FIRST NAME	M.I.
_____		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
_____		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
NA	NA	NA
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera: Years <u>16</u> Months <u>5</u>	Have you ever been convicted of a felony? Yes _____ No <u>X</u>	Are you 18 years of age or older? Yes <u>X</u> No _____
---	--	--

Educational background:

BS - Civil Engineering

MS - Food, Agriculture and Biological Engineering

PhD - Candidate for Food, Agriculture and Biological Engineering (All but dissertation)



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

Fresno Westside Seventh Day Adventist Church - Treasurer, Member of Administrative Committee, Chair of Ministry Council

Member of Church Board

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

Member of City of Madera ADA Advisory Committee - Jan 2025 - To Date

I am interested in serving for the following reasons:

I am committed to enhancing Madera's public transportation system to better serve our diverse community.

My goal is to ensure accessible, efficient, and equitable transit options for all residents. I bring a collaborative spirit and a passion for community engagement to the board. Together, we can drive positive change in our city's transit services.

References (optional):

06/03/2025

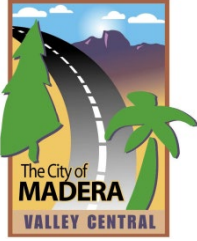
Date



Signature

Please return completed application to:

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



## REPORT TO CITY COUNCIL

**Approved by:**

*Giachino Chiaramonte*  
Giachino Chiaramonte, Chief of Police  
*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-19

**SUBJECT:**

City's Participation in the 4<sup>th</sup> of July Community Event

**RECOMMENDATION:**

Adopt Resolutions:

1. Authorizing up to \$5,000 in payment to the Greater Madera Kiwanis should the 4<sup>th</sup> of July Community Event not raise adequate funds
2. Approving a Budget Amendment to the Fiscal Year 2024/2025 Operating Budget to appropriate General Fund fund balance for payment to the Greater Madera Kiwanis
3. Waiving the fees to cover the costs of police services of \$2,068

**SUMMARY:**

The Greater Madera Kiwanis (Kiwanis), a local service organization, is planning a community event for the 4th of July. Historically, the City hosted this event at the Madera Municipal Golf Course, but due to budget constraints and the COVID-19 pandemic, the last event hosted by the City was in 2017. To revive civic pride, the Kiwanis successfully hosted the event in 2024 at the Madera Fairgrounds with assistance from the City. Building on last year's success, the Kiwanis will again host the event and are aggressively seeking donations, allowing them to host the event free of charge to community members. With limited time, the Kiwanis are requesting the City's assistance by:

1. Authorizing up to \$5,000 in direct funding to the Kiwanis should they be unable to raise all of the necessary funds
2. Waiving the fees to provide police services during the event totaling \$2,068

**DISCUSSION:**

As the host, the Kiwanis have been fundraising and partnering with other organizations to cover costs associated with the event, including venue rental, permits from the State Fire Marshal, and

the 18-minute fireworks display. The event will be free to enter, and parking will also be free. The event is open to all community members and will provide a place to gather and celebrate the country's independence. In addition, the community will be able to enjoy activities and entertainment such as family games and live music. The Kiwanis do not anticipate profiting from the event; instead, any donations will cover the expected expenses. If the Kiwanis do not reach their fundraising goal, they have formally requested financial assistance from the City not to exceed \$5,000.

Additionally, the Kiwanis have requested the City waive the fees associated with providing police services for traffic control and security. If approved, the Police Department plans to staff the event with six officers at the special event rate outlined in the City's Master Fee Schedule. The estimated cost of police involvement is \$2,068.

The Kiwanis will be required to obtain the necessary permits for using the Madera Fairgrounds and provide insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to the event sponsors, per City policy.

Moreover, the City maintains a service agreement with Mid Valley for garbage collection, which includes a provision for a \$10,000 contribution from Mid Valley specifically designated for the 4th of July Community Event. As outlined in the agreement, these funds are intended to support community engagement efforts and will be disbursed to the Kiwanis on behalf of the City to assist with event planning and execution. It is important to clarify that this \$10,000 is entirely separate from the additional \$5,000 referenced in this report.

#### **FINANCIAL IMPACT:**

If approved, the City would contribute up to \$5,000 to the Kiwanis from the City's General Fund fund balance. Additionally, the cost of providing police services to assist with traffic control and security is estimated at \$2,068, which covers the special event rate for six officers for five hours. The funds for police presence would be incorporated into the fiscal year 2024/25 budget but are being brought to Council now, considering that the Kiwanis are finalizing their expenses.

It is important to note that this figure represents the City providing the total assistance requested by the Kiwanis. The Kiwanis may meet their fundraising goal and only require waiving police service fees.

#### **ALTERNATIVES:**

Council may decline the request to provide financial assistance for event expenses and police services. Alternatively, Council may approve either request independently from one another. Furthermore, Council may request additional information.

#### **ATTACHMENTS:**

1. Resolution authorizing up to \$5,000 in payment to the Greater Madera Kiwanis
2. Resolution approving budget amendment

- a. Exhibit A: Budget amendment
- 3. Resolution waiving fees to cover the costs of police services
- 4. Request letter authored by the Greater Madera Kiwanis

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
AUTHORIZING UP TO \$5,000 IN PAYMENT TO THE GREATER MADERA  
KIWANIS SHOULD THE 4<sup>TH</sup> OF JULY COMMUNITY EVENT NOT RAISE  
ADEQUATE FUNDS**

**WHEREAS**, on June 18, 2025, the City Council of the City of Madera considered a request by the Greater Madera Kiwanis (Kiwanis) to provide financial assistance up to \$5,000 for the 4<sup>th</sup> of July Community Event; and

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

**WHEREAS**, the event has various expenses, including venue rental, permits from the State Fire Marshall, and the firework display; and

**WHEREAS**, the Kiwanis have fundraised and partnered with other organizations but may not receive sufficient capital to fund all the event expenses; and

**WHEREAS**, the City Council finds it is in the best interest of the City to approve the requested financial assistance to the Kiwanis; 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 City Council does hereby authorize payment from the City's General Fund fund balance to the Kiwanis for the 4<sup>th</sup> of July Community Event, in an amount not to exceed \$5,000.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**RESOLUTION NO. 25-\_\_\_\_\_**

**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**

**WHEREAS**, the City of Madera has an Adopted Budget for Fiscal Year 2024/2025; and

**WHEREAS**, the amendments to the City of Madera Fiscal Year 2024/2025 Budget, listed in Exhibit A, attached hereto, are necessary to account for payment to the Greater Madera Kiwanis for the 4<sup>th</sup> of July Community Event.

**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 appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2024/25 BUDGET APPROPRIATION  
FOR THE 4TH OF JULY COMMUNITY EVENT

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<b><u>GENERAL FUND</u></b>					
1020	10200000	4900	Budgetary Carryover	5,000	
1020	10202000	6409	Community Outreach		5,000
TOTALS				<u>5,000</u>	<u>5,000</u>

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING  
THE FEES TO COVER COSTS OF POLICE SERVICES FOR THE 4<sup>TH</sup> OF JULY  
COMMUNITY EVENT FOR THE GREATER MADERA KIWANIS IN THE  
AMOUNT OF \$2,068**

**WHEREAS**, on June 18, 2025, the City Council of the City of Madera considered a request by the Greater Madera Kiwanis (Kiwanis), to waive the fees to cover costs relating to the 4<sup>th</sup> of July Community Event; and

**WHEREAS**, the Kiwanis 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 services are \$2,068; 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 and is in the best interest and welfare of the City and its residents.
3. The City Council does hereby waive the City fees requested by the Kiwanis, in the amount of \$2,068 associated with the 4<sup>th</sup> of July Community Event.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



Greater Madera Kiwanis  
4th of July 2025 Event  
Madera FairGrounds  
Madera, Ca 93637



Mayor and Fellow Council Members,

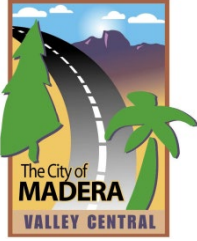
On behalf of the Greater Madera Kiwanis, we respectfully request waiving the costs associated with the Police Department's services for the 4th of July 2025 Event. In addition, we are requesting up to \$5,000 in financial assistance for expenses related to the event. This year's event will take place on Friday July 4th , 2025. This is the third year the Kiwanis Club is hosting the community event in order to help reduce the financial burden placed on the city in previous years.

This event has been traditionally held at the Madera Municipal Golf Course bringing large numbers of people out to enjoy a day of festivities and an amazing fireworks display. In an effort to expand and improve the experience we will once again host the event at the Madera Fairgrounds.

We would like to thank everyone for their time and consideration in helping bring together this amazing event.

Respectfully,

Brett Moglia  
President of Greater Madera Kiwanis Club



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Will Tackett, Community Development Director

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** B-20

### **SUBJECT:**

Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions

### **RECOMMENDATION:**

Adopt a resolution of the Council of the City of Madera approving a Third Amendment to the Professional Services Agreement with Fire Safety Solutions, INC. for Building and Fire Plan Review and Inspection Services

### **SUMMARY:**

The City of Madera (City) and Fire Safety Solutions, INC (formerly Fire Safety Solutions, LLC). (Consultant) are parties to an effective Professional Services Agreement (Agreement) approved by the Madera City Council on February 20, 2008, through passage of Madera City Council Resolution No. 08-38.

The Second Amendment is set to expire on July 1, 2025. City and Consultant desire to enter into this Third Amendment in order continue meeting customer and industry expectations and timeliness for delivery of Building Department plan review and inspection services.

Building Department staff have prepared the Third Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions (Third Amendment), included as Exhibit A to the Resolution attached to this report, in order to set forth and approve amendments to include a proposed term/expiration date of January 1, 2026, for the Agreement.

### **BACKGROUND:**

The original Agreement did not include a sunset clause or length of term relative to an expiration date, number of effective years, or not-to-exceed compensation limitation. Therefore, the First Amendment included a term/expiration date of January 1, 2025, for the Agreement. The Second

Amendment included a six-month extension resulting in a term/expiration date of July 1, 2025, for the Agreement. Now, this Third Amendment proposes an additional six-month extension resulting in a term/expiration date of January 1, 2026, for the Agreement.

Section 6.7 of the Agreement allows City and Fire Safety Solutions to effectuate modifications or amendments to the Original Professional Services Agreement only by a subsequent written agreement signed by both parties. Staff and Consultant have discussed the revised terms presented in this Third Amendment, to which the Consultant is agreeable. Except as amended with respect to the term/expiration date of the Agreement (i.e., six-month extension), all other terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2 will remain in full force and effect.

Workload volumes and staff resources require supplemental contracted consultant services in order to meet customer and industry expectations and timeliness for delivery of Building Department plan review and inspection services. Fire Safety Solutions has performed its duties and scope of services in an exemplary manner and has invested time and effort in building a positive reputation and rapport with the City of Madera's customers. Staff recommend the Council approve the proposed Third Amendment in accordance with the terms and spirit of the provisions of the original agreement. Such approval will help the City ensure Building Department services may continue to be provided in a qualitative manner for its customers.

**FINANCIAL IMPACT:**

There is no fiscal impact associated with the recommended action. Utilization of professional contracted services was anticipated and budgeted by the Building Department in the approved City of Madera 2024/25 Fiscal Year budget; and sufficient funding has been proposed for purposes of the City of Madera 2025/2026 Fiscal Year budget.

**ALTERNATIVES:**

The Council may propose any such alternative terms or provisions in its motion; or, may elect to continue the item (to a future time and date certain) and/or refer the item back to staff, with further direction or requests for additional information, negotiations, or amendments.

**ATTACHMENTS:**

1. Resolution approving a Third Amendment to the Professional Services Agreement with Fire Safety Solutions, INC. for Building and Fire Plan Review and Inspection Service; including:

Exhibit A: Third Amendment to the Professional Services Agreement by and between City of Madera and Fire Safety Solutions

## ATTACHMENT 1

Resolution Approving a Third Amendment to the Professional  
Services Agreement with Fire Safety Solutions, INC. for Building and  
Fire Plan Review and Inspection Service

Including:

Exhibit A: Third Amendment to the Professional Services Agreement  
by and between City of Madera and Fire Safety Solutions

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,  
APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH FIRE SAFETY SOLUTIONS, INC. FOR BUILDING AND FIRE  
PLAN REVIEW AND INSPECTION SERVICES.**

**WHEREAS**, the City of Madera is committed to protecting public health, safety, welfare and environment, and as such, desires to provide professional fire and building plan review and inspection services; and

**WHEREAS**, existing staff persons are not available to provide the full range of services necessary to perform all duties related to professional fire and building plan review and inspection services; and

**WHEREAS**, the City of Madera (the "City") and Fire Safety Solutions, INC. (formerly Fire Safety Solutions, LLC). (the "Consultant") are parties to that certain Professional Services Agreement, approved by the Madera City Council on February 20, 2008, through passage of Madera City Council Resolution No. 08-38, and subsequently executed (the "Professional Services Agreement"); and

**WHEREAS**, the provisions of the Professional Services Agreement allow City and the Consultant to effectuate modifications or amendments to the Professional Services Agreement only by a subsequent written agreement signed by both parties; and

**WHEREAS**, the City and Consultant desire to enter into a Third Amendment to the Professional Services Agreement (the "Third Amendment") in order to set forth and approve amendments to include a proposed term/expiration date of the Agreement; and

**WHEREAS**, approval of the Third Amendment to the Professional Services Agreement by and between the City and Consultant would continue to ensure City availability to sufficient resources to continue to provide for these services; and

**WHEREAS**, sufficient monies exist within budgeted Contracted Services funds reserved for use by the Building Department.

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

1. The above recitals are true and correct.
2. The City Council approves the attached Third Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions INC., to perform professional fire and building plan review and inspection services (Exhibit "A") and authorizes the Mayor to execute the same.

3. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

Attachments:

Exhibit "A": Third Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions, INC.

**EXHIBIT A**  
**THIRD AMENDMENT**  
**TO THE PROFESSIONAL SERVICES AGREEMENT BY AND**  
**BETWEEN CITY OF MADERA AND FIRE SAFETY SOLUTIONS**

This Third Amendment to the Professional Services Agreement by and between the City of Madera and Fire Safety Solutions, LLC (the “**Third Amendment**”) is entered into by and between the CITY OF MADERA, a municipal corporation, organized and existing pursuant to the laws of the State of California and the City of Madera (the “**City**” or “**Agency**”), on the one hand, and FIRE SAFETY SOLUTIONS, INC. (formerly Fire Safety Solutions, LLC) on the other hand and hereinafter referred to as the “**Consultant**”. This Third Amendment shall become effective upon the final signature date of execution by both parties (the “**Third Amendment Date**”). The City and Consultant enter into this Third Amendment with reference to the following facts:

RECITALS

A. City and Consultant are parties to that certain Professional Services Agreement, dated as of February 20, 2008, that was passed, adopted, and recorded in the Official Records of City of Madera, on February 20, 2008, as Resolution No. 08-38 (the “**Original Professional Services Agreement**”).

B. Section 6.7 of the Professional Services Agreement allows City and the Consultant to effectuate modifications or amendments to the Original Professional Services Agreement only by a subsequent written agreement signed by both parties.

C. The parties subsequently entered into a Second Amendment, and the Original Professional Services Agreement as amended is set to expire on July 1, 2025.

D. City and Consultant desire to enter into this Third Amendment in order to extend the term/expiration date of the Original Professional Services Agreement as amended.

NOW THEREFORE, with reference to the above Recitals, the City and Consultant agree as follows:

AGREEMENT

1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.

2. Term of Amended Professional Services Agreement. Section 4.2 (Term of Contract) is added to Article 4 (TERMINATION) of the Original Professional Services Agreement to read in its entirety as follows:

4.2 Term of Contract

If not previously terminated, the term of this Agreement shall automatically expire and terminate on January 1, 2026, unless extended in writing by mutual consent of the Parties.

3. Conflict. Except as expressly provided in this Third Amendment the remaining terms of the Original Professional Services Agreement as amended by the First Amendment and as amended by the Second Amendment shall remain in full force and effect.

4. Binding and Effective. This Third Amendment shall become binding and effective as of June 18, 2025.

[SIGNATURES ARE ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties have executed this Third Amendment at Madera, California, on the day and year first above written.

CITY OF MADERA:

By:

\_\_\_\_\_

Cecelia Gallegos, Mayor

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

Attest:

\_\_\_\_\_

Alicia Gonzales, City Clerk

Approved as to Form:

\_\_\_\_\_

Shannon Chaffin, City Attorney

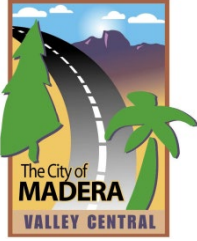
FIRE SAFETY SOLUTIONS:

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

Matthew S. Tarr, CEO

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

Number: \_\_\_\_\_  
Federal Employer Identification



## REPORT TO CITY COUNCIL

Approved by:

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: June 18, 2025

Agenda Number: D-1

### SUBJECT:

Consideration of an Agreement with Flexlynqs, LLC for consultation services for the preparation of a Micro-Transit Feasibility Study

### RECOMMENDATION:

Adopt a Resolution approving an Agreement with Flexlynqs, LLC and the City of Madera to provide consulting services for the preparation of a Micro-Transit Feasibility Study in the amount of \$198,505.

### SUMMARY:

The City released a Micro-Transit Feasibility Study Request for Proposals (RFP) to assess its current transit systems and determine the feasibility of implementing micro-transit services to address developing transit needs.

In accordance with local procurement policies, the City completed the procurement process for contracting services. As a result of the process, staff recommends awarding a contract with Flexlynqs, LLC. for consultation services in developing a Micro-Transit Feasibility Study.

### DISCUSSION:

The City released a Request for Proposals (RFP), No. 202425-10, on January 8, 2025, soliciting bids to provide consulting services for the development of a micro-transit feasibility study to serve as a framework for the possible implementation of a micro-transit service, either in conjunction with the existing fixed route service or as a stand-alone service, to serve the mass transit needs of Madera's residents. This study aims to identify and address service gaps in the current fixed route system, optimize cost-effectiveness by looking at either alternative models or enhancements to the existing system, and improve user satisfaction. The goal of the study is to deliver an adaptive and responsive transit system for the community.

The City sought a consultant with expertise in reviewing transit systems, synthesizing systemic data, and delivering appropriate enhancements for all elements of its Madera Metro transit system:

- Fixed Route
- ADA Paratransit
- Demand-Response (Dial-A-Ride)

### ***Scope of Work***

RFP respondents were requested to address the following items:

1. Existing Conditions Analysis – Evaluate existing transit service conditions, policies and procedures.
2. Option Development – Identify potential service options such as service types, operating areas (zones), operating times, service frequency.
3. Stakeholder Engagement – Hold in-person meetings, online surveys and online events/meetings to obtain feedback from residents in the type of transit system they wish to utilize.
4. Option Refinement – Develop transit options in the context of user feedback and analysis of the current system’s data to make final recommendations on aspects such as service areas, routes, service frequency, operating hours, operating costs, vehicle requirements and rideshare estimates as appropriate.
5. Development of an Implementation Plan – Present final data and recommendations.

### ***Procurement***

The RFP was posted on the City’s website, published in the Madera Tribune and posted on the City’s online bidding platform, PlanetBids. Staff also contacted two vendors via email to advise them of the RFP opportunity. The proposal was sent to all 16 firms that were registered with the City on PlanetBids and an additional 239 that were registered with other agencies. Twenty-five (25) vendors downloaded the RFP. A pre-proposal meeting was held on January 15, 2025, where seven firms were in attendance. Twenty-two (22) vendors indicated that they would submit a proposal. Ultimately, four proposals were received.

Four firms who did not submit a proposal voluntarily shared their rationale for not engaging in the RFP:

- Two stated they did not have the time to take on a new project.
- One stated they were not positioned to pursue this as a prime contractor and presented a potential conflict of interest with other concurrent transit projects with the City.
- One stated not having determined whether to bid but offered if they would, it would be as a subcontractor.

The four proposals received were reviewed by an evaluation panel with scores shared on Friday, April 4, 2025. The top three scoring firms were invited to participate in the mandatory oral interviews and share a presentation with the evaluation panel. Before interviews were held, one firm retracted its proposal citing staffing constraints. The two remaining firms met with the evaluation team and shared a proposal presentation. The following tables provide summarized information of the evaluation process.

Table 1 lists the names of the evaluation panel.

<b>Table 1: Evaluation Panel</b>	
<i>Name</i>	<i>Title</i>
Marcela Zuniga	Grants Administrator
Xochitl M. Villaseñor	Program Manager
Randy Collins	Fleet Manager
Gary Price	IT Director
Mike Lima	Director of Financial Services

Table 2 provides a summary of the Cost Proposals for the final two contenders.

<b>Table 2: Summary of Cost Proposals</b>	
<i>Consultant</i>	<i>Cost Proposal</i>
Flexlynqs, LLC	\$198,505
Via Mobility, LLC	\$173,500

Finally, Table 3 provides a summary of the final evaluation scores for the top two contenders who completed the evaluation process.

<b>Table 3: Summary of Proposer Evaluations</b>					
<i>Proposers</i>	<i>Weighted Totals</i>	<i>Rank</i>	<i>Interview Scores</i>	<i>Combined Scores</i>	<i>Final Rank</i>
Flexlynqs, LLC	71.74	3	85.87	157.61	1
Via Mobility, LLC	71.75	2	84.53	156.28	2

Based on the combined scores between the Proposal and Oral Interview, Flexlynqs scored slightly higher. However, their cost proposal is also higher than Via Mobility, LLC. Deciding factors in proposing the contract award to Flexlynqs include:

1. Flexlynqs demonstrated a strong focus in their interest in working with small agencies to deploy mobility options that best serve the needs of the community.
2. Flexlynqs is partnering with the Southwest Strategies Group to complete the community engagement/local marketing outreach component of the study. The lead community engagement staff member is a Madera County resident. During the oral interview, it

became clear that the community engagement staff are familiar with Madera's community zones and residents. The Southwest Strategies Group is currently working with Madera County in updating their Regional Transportation Plan (RTP).

3. Flexlynqs is a certified Disadvantaged Business Enterprise (DBE). All recipients of Federal Transit Administration (FTA) funds are required to demonstrate efforts in supporting DBE's.
4. The work plan/methodology proposed by Flexlynqs is designed to include compliance with specific FTA reporting requirements including: (1) the National Transit Database (NTD), and (2) Americans with Disabilities (ADA)/ Paratransit.

Therefore, Flexlynqs was determined to be the highest and most qualified consulting firm to develop the City's Micro-Transit Feasibility Study.

### ***Cost Proposal and Timeline***

Flexlynqs will begin implementation of their proposal (Attachment B) immediately upon Council approval. If approved, the expected completion date is June 2026. As mentioned previously, the cost proposed by Flexlynqs is \$198,505.

The proposal includes:

1. Project Management
2. Analysis of Existing Conditions
3. Option Development
4. Stakeholder Engagement
5. Option Refinement
6. Final Report

### ***Agreement Negotiations***

In the RFP proposal submitted by Flexlynqs, two exceptions to the Agreement were requested. After review by City staff, the following item was negotiated.

1. Minimum Scope of Limits of Insurance - The Agreement was updated to allow combining the umbrella policy with the general liability and auto liability to meet the requested limits.

### **FINANCIAL IMPACT:**

Transit expenses and personnel time are paid for by Federal Transit Authority, State of California, and local annual allocations of State of Good repair, Low Carbon Transit Operations Program, Local Transportation Fund, and Measure T monies. The proposed agreement with Flexlynqs will be paid for with Measure T funds and will not impact the City's General Fund.

**ALTERNATIVES:**

As an alternative, Council may:

1. Not approve the proposed Agreement.
2. Direct staff to re-release RFP for consultation services to develop a Micro-Transit Feasibility Study.

**ATTACHMENTS:**

- 1) Resolution Approving the Micro-Transit Feasibility Study Agreement
  - a) Exhibit 1 – Micro-Transit Feasibility Study Agreement
    - i) Exhibit A – RFP No. 202425-10 Document
    - ii) Exhibit B – Flexlynqs, LLC Proposal

**RESOLUTION NO. 25 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AN AGREEMENT FOR CONSULTATION SERVICES  
WITH FLEXLYNQS, LLC. FOR THE DEVELOPMENT OF A MICRO-TRANSIT  
FEASIBILITY STUDY IN THE AMOUNT OF \$198,505**

**WHEREAS**, the City needs the services of a qualified consultant to develop a Micro-Transit Feasibility Study, hereinafter called “Project”; and

**WHEREAS**, the City requires the services of a professional consulting firm to develop the Project, and

**WHEREAS**, the City issued a Request for Proposal on January 8, 2025, to find a firm that would develop the Project; and

**WHEREAS**, City staff evaluated the responses to the Request for Proposals and held interviews with two top respondents; and

**WHEREAS**, City staff determined that Flexlynqs LLC was the most responsive and responsible bidder for the Project; and

**WHEREAS**, Flexlynqs LLC. is qualified to provide the required consultation services and is knowledgeable of the principles and practices of the industry; and

**WHEREAS**, the City desires to enter into an Agreement with Flexlynqs LLC for professional consultation services effective June 18, 2025, for a 12-month period ending on June 30, 2026.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The Recitals listed above are true and correct.
2. The Council approves the Agreement for Consultation Services for a Micro-Transit Feasibility Study which is attached hereto and incorporated by reference as Exhibit A.
3. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF MADERA AND  
FLEXLYNQS, LLC.**

This Agreement is made and entered into this 18th day of June 2025 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "CITY," and Flexlynqs, LLC. hereinafter referred to as "CONSULTANT" for consultation services to develop a Micro-Transit Feasibility Study, hereinafter referred to as "PROJECT."

**RECITALS**

**WHEREAS**, CITY needs the services of a qualified consultant to develop a Micro-Transit Feasibility Study; and

**WHEREAS**, CITY requires the services of a professional consulting firm to develop the PROJECT, and the CITY engaged in a Request for Proposal on January 8, 2025; and

**WHEREAS**, Flexlynqs LLC. is qualified to provide the required consultation services and is knowledgeable of the principles and practices of the industry; and

**WHEREAS**, CITY desires to enter into an Agreement with Flexlynqs LLC for professional consultation services effective June 18, 2025, for a twelve-month period ending June 30, 2026.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein, CITY and CONSULTANT agree as follows:

**AGREEMENT**

**1. SERVICES OF CONSULTANT**

CONSULTANT shall perform, to the satisfaction of CITY in accordance with this Agreement, the services described in the "Proposal" attached hereto as **Exhibit A** and incorporated by herein by this reference. CONSULTANT shall, at all times faithfully, competently and to the best of its ability, experience, and talent, perform all the services described herein.

**2. AGREEMENT TERM**

CONSULTANT shall commence the Services upon CITY'S issuance of a written "Notice to



## Exhibit A

Proceed" and shall continue in full force and effect for eight (8) months unless otherwise terminated by the CITY.

- a. Continuity of Personnel. CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff and subcontractors assigned to perform the Services under this Agreement. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff and subcontractors assigned to perform the Services under this Agreement.
- b. Additional Services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the CITY and CONSULTANT.

### 3. COMPENSATION

The total compensation for the work tasks itemized in Exhibit B, Cost Proposal is \$198,505.

- a. Subject to any limitations set forth in this Agreement, CITY and CONSULTANT agree on the price shown **Exhibit B**, incorporated herein by this reference, and will remain in effect until the date of expiration of Agreement.
- b. Each month, CONSULTANT shall invoice CITY for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.
- c. CITY shall independently review each invoice submitted by CONSULTANT to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless CITY disputes any charges or expenses. If any charges or expenses are disputed, CITY shall pay the undisputed amount and notify CONSULTANT of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

- d. Payment to CONSULTANT for work performed under this Agreement shall not be deemed to waive any defects in work performed by CONSULTANT.

**4. INDEPENDENT CONTRACTOR STATUS**

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

**5. QUALIFICATIONS AND PROFESSIONAL STANDARDS**

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

**6. IDENTITY OF SUBCONTRACTORS AND SUB-CONSULTANTS**

CONSULTANT shall, before commencing any work under this Agreement, provide to CITY in writing:

- a. The identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which CONSULTANT intends to utilize in CONSULTANT's performance of this Agreement; and
- b. Detailed description of the full scope of work to be provided by such subcontractors. CONSULTANT shall only employ subcontractors pre-approved by CITY and in no event shall CONSULTANT replace an approved subcontractor without the advance written permission of CITY, with the understanding that CITY's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, CONSULTANT shall be liable to CITY for the performance of CONSULTANT's subcontractors.

**7. SUBCONTRACTOR PROVISIONS**

CONSULTANT shall include in its written agreements with its subcontractors, if any, provisions which:

- a. Impose upon the subcontractors the obligation to provide to CITY the same insurance and indemnity obligations that CONSULTANT owes to CITY;
- b. Make clear that CITY intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for CONSULTANT; and
- c. Compliance with all laws and certifications as required under this Agreement.

**8. POWER TO ACT ON BEHALF OF CITY**

CONSULTANT shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of CITY except as may be expressly authorized in advance in writing from time to time by CITY and then only to the extent of such authorization.

**9. RECORD KEEPING/REPORTS**

CONSULTANT shall keep complete records showing the type of Services performed. CONSULTANT shall be responsible and shall require its subcontractors to keep similar records. CITY shall be given reasonable access to the records of CONSULTANT and its subcontractors for

## Exhibit A

inspection and audit purposes. CONSULTANT shall provide CITY with a working draft of all reports and a copy of all final reports prepared by CONSULTANT under this Agreement.

### **10. OWNERSHIP AND INSPECTION OF DOCUMENTS**

All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for CONSULTANT or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of CITY. CITY shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon CITY's request, CONSULTANT shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to CITY promptly at CITY's request or upon termination of this Agreement, whichever occurs first. CONSULTANT shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

### **11. CONFIDENTIALITY**

All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of CONSULTANT in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to CITY, unless otherwise provided by law or expressly authorized by CITY. CONSULTANT shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. CONSULTANT shall also require its subcontractors to be bound to these confidentiality provisions.

### **12. CITY NAME AND LOGO**

CONSULTANT shall not use CITY's name or insignia, photographs relating to the CITY projects for which CONSULTANT's services are rendered, or any publicity pertaining to the CONSULTANT's

services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

**13. CONFLICTS OF INTEREST**

CONSULTANT warrants that neither CONSULTANT nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the CITY, or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, CONSULTANT shall not employ or retain the services of any person who is employed by the CITY or a member of any City Board or Commission. CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section. CITY understands and acknowledges that CONSULTANT will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

**14. NON-LIABILITY OF OFFICERS AND EMPLOYEES**

No officer or employee of CITY shall be personally liable to CONSULTANT, or any successors in interest, in the event of a default or breach by CITY for any amount which may become due CONSULTANT or its successor, or for any breach of any obligation under the terms of this Agreement.

**15. CITY RIGHT TO EMPLOY OTHER CONSULTANTS**

This Agreement is non-exclusive with CONSULTANT. CITY reserves the right to employ other consultants in connection with the Services.

## **16. TERMINATION OF AGREEMENT**

This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

- a. For Convenience of City. This Agreement may be terminated by CITY at its discretion upon thirty (30) days prior written notice to CONSULTANT.
- b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.
- c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to CONSULTANT and provided all other conditions for payment have been met, CONSULTANT shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of CONSULTANT's compensation has not become due, CONSULTANT shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to CONSULTANT's failure to perform in accordance with the terms of this Agreement through no fault of CITY, CITY may withhold an amount that would otherwise be payable as an offset to CITY's damages caused by such failure.
- d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), CONSULTANT shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the CITY, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the

## Exhibit A

CONSULTANT in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, CITY shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by CONSULTANT. CONSULTANT may not refuse to provide such writings or materials for any reason whatsoever.

### **17. INSURANCE**

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

### **18. INDEMNITY AND DEFENSE**

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, the CONSULTANT shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

### **19. COMPLIANCE WITH ALL LAWS**

CONSULTANT shall be familiar with and shall comply with all CITY, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all

## Exhibit A

applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

Where the services provided pursuant to the Agreement are funded by a federal program, CONSULTANT certifies and agrees that CONSULTANT will comply with the Federal Government Contract Clauses attached hereto as **Exhibit D** and incorporated herein by this reference.

## 20. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of CITY. In the event of an assignment to which CITY has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, CONSULTANT shall not assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual, corporation or entity. CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

## **21. FORM AND SERVICE OF NOTICES**

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

If to CITY: Grants Administrator  
CITY OF MADERA  
205 West 4th Street  
Madera, California 93637

If to CONTRACTOR: Santosh Mishra  
Flexlynqx, LLC.  
39899 Balentine Drive, Suite 200  
Newark, CA 94560



## Exhibit A

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

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

### **22. ENTIRE AGREEMENT**

This Agreement, including the attachments and exhibits, represents the entire Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

### **23. SUCCESSORS AND ASSIGNS**

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

### **24. AUTHORITY**

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

### **25. SEVERABILITY**

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

**26. APPLICABLE LAW AND INTERPRETATION AND VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by CITY and CONSULTANT in the County of Madera, California. Thus, in the event of litigation, the venue shall only lie with the appropriate state or federal court in Fresno County.

**27. ATTORNEY'S FEES**

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

**28. AMENDMENTS AND WAIVER**

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

**29. THIRD PARTY BENEFICIARIES**

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

**30. EXECUTION IN COUNTERPARTS**

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

**31. NON-DISCRIMINATION**

CONSULTANT shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any CONSULTANT employees or applicants for employment. CONSULTANT shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

///

Exhibit A

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

\* \* \* \* \*

**CITY OF MADERA**

**CONSULTANT**

Flexlynqs, LLC

By: \_\_\_\_\_  
Cecelia Gallegos, Mayor

By: \_\_\_\_\_  
Santosh Mishra, President & CEO

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

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

APPROVE AS TO FORM:

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk



## **SCOPE OF WORK**

**Microtransit Feasibility Study  
for the City of Madera  
Madera Metro Public Transportation System**

**General:**

The City is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to the advancement of the Madera Metro Transit system.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

- Federal laws
- State laws
- Local laws
- Rules and regulations of governing utility districts
- Rules and regulations of other authorities with jurisdiction over the procurement of products

**Services to be Provided:**

Activities will include evaluating existing conditions of existing transit services, identifying potential transit service options, stakeholder engagement, and developing an implementation plan.

Existing Conditions Analysis:

- It is critical to understand the baseline conditions for transportation services currently in use in Madera before assessing the suitability and applicability of alternate services. As such, your proposal should reflect your understanding of the MTP that was approved in September 2022 (many of the amenities and route revisions identified in the MTP have been implemented).
- The successful proponent will identify how they will examine the existing service function and operating conditions, highlighting methods of analysis where possible. Maps of our existing service routes are included as supplemental information in Attachment E, Route Maps.
- Analysis of existing policies, strategies and plans from the City should be documented and analyzed to ensure that any options that are developed are in line with the City's goals.

Option Development:

Following the results of the existing conditions analysis, if deemed appropriate, transit service options which could help Madera's transit customers move around the service area should be identified and evaluated. These options will take into consideration different parameters such as, but not limited to:

- Service type (such as door-to-door, or home to a mobility hub, or fixed route)
- Operating areas (zones)
- Operating times
- Frequency of services.

If transit service options are not deemed suitable following the existing conditions analysis, an alternative method should be outlined for how best to progress the City's transit network.

Options presented are required to be cognizant of the existing policies, strategies and future committed development and infrastructure upgrades.

#### Stakeholder Engagement:

Once viable transit service options have been identified, a stakeholder engagement program is required to inform the public and key stakeholder groups and to determine their thoughts and opinions on the options. The Consultant should consider the following:

- A. Consultant and City staff will collaborate to identify stakeholders.
- B. The Consultant conducts the full engagement process on behalf of the City.
- C. The engagement must include at least:
  - 1) In-person events/meetings on different days of the week at different times of day
  - 2) On-line surveys
  - 3) Online events/meetings

Topics to be covered in the engagement would focus on determining preferences of the types of transit and why they are preferred.

#### Option Refinement and Recommendations

Following the engagement, the Consultant will outline how to incorporate the results of the stakeholder engagement and refine the proposed options into final recommendations. These should be developed in further detail; covering aspects such as service areas, routes, service frequency and service hours, operating costs, vehicle requirements, and ridership estimates as appropriate. Opportunities for how to fund such a service should also be evaluated; including both federal, provincial, and other funding opportunities that the City could utilize.

The Consultant will be required to comment on the typical operating model for recommended options noting staffing requirements, organizational structure and other organizational components as necessary.

#### **Supplemental Information**

##### Project Management

A project can only be successful through a diligent and effective project management process.

The successful proposer should demonstrate how they can ensure the project will be completed on time and on budget. A proposed timeline that identifies milestones is required as part of your proposal.

- A. This assignment is to be self-managed by the selected Consultant, including all day- to-day decisions, and scheduling of work activities. Requests for information and direction of staff must be made or provided directly by the Consultant's project manager.
- B. The Consultant is required to monitor the estimated project costs from commencement to completion of the work.
- C. The City's Project Manager is to be kept informed of the progress of the work on a regular basis. To this end, the City's project manager shall be copied on all pertinent correspondence.
- D. The City's Project Manager shall be advised of significant problems and issues arising, including options considered and solutions adopted.

Meetings:

- A. All engagement meetings to be held virtually via a web-based video conferencing software with the ability to present documents and allow the attendance of multiple invitees, or in person when appropriate.
- B. The Consultant's Project Manager shall be present at all meetings.
- C. The Consultant is required to attend and chair all project meetings, this includes scheduling the meetings with the required attendees and setting agendas.
- D. A kick-off meeting is required as mutually agreed upon between the City and the Consultant. This meeting shall occur within ten (10) business days after contract execution.
- E. The Consultant shall schedule, chair, and minute a draft report review meeting to review the draft interim and draft final reports.
- F. The Consultant may select to schedule a separate meeting in addition to the draft interim report meeting to engage with City staff the requirements for engagement and/or the review of proposed engagement materials. Alternatively, this work can be included in the draft interim report review meeting.
- G. Consultant shall prepare and present a presentation to the TAB to present the findings and recommendations from the assessment.
- H. The Consultant shall prepare and present presentations to City Council to present the findings and recommendations resulting from the assignment.

Schedule:



- A. The schedule for deliverables and meetings related to the work shall be indicated by the proposer in their submittal.

Deliverables:

- A. Interim Report – the interim report shall present all background information, methodology, analysis completed and recommended solutions. Commentary on the risks and challenges or solutions investigated is required. Details of the regulatory and guideline requirements that may impact potential solutions is to be included.
- B. Final Report – the final report shall present all the information included within the interim report, engagement results, the option refinement and recommendations and associated enhanced analysis of the refined options.

# Attachment A

[illegible]

Proposer hereby proposes to deliver to and provide services for the City of Madera, in accordance with the published RFP for the following prices. Fee Proposal must include total cost for all labor, material, and supplies (tax included) necessary to provide said services specified in this RFP. If the cost for any of these tasks are included, do not include a cost on that line and make a note that the specific cost is included in the quoted fees. Proposal must be valid for a minimum 180 days following submission.

FEE PROPOSAL

TASK/SUBTASK	CONSULTANT											SUB-CONSULTANT(S)							Direct Costs (e.g., travel, vendors)	Total Task Hours	Total Task Fee
	LABOR/HOURS										Consultant Task Subtotals	LABOR/HOURS						Sub-Consultant Task Subtotals			
	Santosh Mishra, Principal in Charge	Steve Wilks, Project Manager	Josh Albertson, Planning Lead	Jenna Kubiak, Solutions Manager	Enter Staffing Title/Name Here	Enter Staffing Title/Name Here	Enter Staffing Title/Name Here	Enter Staffing Title/Name Here	Enter Staffing Title/Name Here	Enter Staffing Title/Name Here		Modeling Leads, Ontra Mobility	Luternauer, Strategic Counsel, Southwest Strategies	Seleyna Mendoza, Outreach Manager, Southwest Strategies	Jordan Baez, Outreach and Digital Lead	Graphic Designer, Southwest Strategies	Outreach Support, Southwest Strategies				
	200	175	130	130	Enter Hourly Rate Here	Enter Hourly Rate Here	Enter Hourly Rate Here	Enter Hourly Rate Here	Enter Hourly Rate Here	Enter Hourly Rate Here		80	275	175	135	145	115				
Task 1: Existing Conditions Analysis																					
Number of Hours:	16	40	48	16							120	20	0	8	8	0	16	52			
Subtotal Cost:	3200	7000	6240	2080	0	0	0	0	0	0	18520	1600	0	1400	1080	0	1840	5920	0	172	\$ 24,440.00
Task 2: Option Development																					
Number of Hours:	12	32	40	16							100	260	0	0	0	0	0	260			
Subtotal Cost:	2400	5600	5200	2080	0	0	0	0	0	0	15280	20800	0	0	0	0	0	20800	0	360	\$ 36,080.00
Task 3: Stakeholder Engagement																					
Task 3A: Virtual Meetings																					
Number of Hours:	0	16	16	8							40	0	6	17	40	16	29	108			
Subtotal Cost:	0	2800	2080	1040	0	0	0	0	0	0	5920	0	1650	2975	5400	2320	3335	15680	8800	148	\$ 30,400.00
Task 3B:In Person Meetings																					
Number of Hours:	0	0	0	0							0	0	6	80	62	16	50	214			
Subtotal Cost:	0	0	0	0	0	0	0	0	0	0	0	0	1650	14000	8370	2320	5750	32090	2975	214	\$ 35,065.00
Task 4: Option Refinement & Recommendations																					
Number of Hours:	24	40	96	44							204	0	0	0	0	0	0	0			
Subtotal Cost:	4800	7000	12480	5720	0	0	0	0	0	0	30000	0	0	0	0	0	0	0	0	204	\$ 30,000.00
Task 5: Interim Report																					
Number of Hours:	8	24	32	16							80	40	0	0	0	0	0	40			
Subtotal Cost:	1600	4200	4160	2080	0	0	0	0	0	0	12040	3200	0	0	0	0	0	3200	0	120	\$ 15,240.00
Task 6: Final Report																					
Number of Hours:	16	44	94	32							186	0	0	0	0	0	0	0			
Subtotal Cost:	3200	7700	12220	4160	0	0	0	0	0	0	27280	0	0	0	0	0	0	0	0	186	\$ 27,280.00
Task 7: Miscellaneous Tasks & Contingency (time & materials)																					
Number of Hours:	0	0	0	0							0	0	0	0	0	0	0	0			
Subtotal Cost:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -

TOTAL ALL TASKS: \$198,505.00

PROPOSAL AUTHORIZATION

Date:	2/7/2025
Company Name:	Flexlynqs
Street Address:	39899 Balentine Drive, Suite 200
City/State/ZIP:	Newark, CA 94560
Federal Tax ID Number:	93-4828728
Person Preparing Proposal:	Santosh Mishra
Title:	President and CEO
Phone Number:	312-451-7694
Email Address:	santosh.mishra@flexlynqs.com
Signature of Person Preparing Proposal:	Santosh Mishra

**EXHIBIT C**  
**INSURANCE**

**A. INSURANCE REQUIREMENTS**

CONSULTANT shall maintain limits no less than:

- **General Liability** \$1,000,000 (including operations, products and completed operations) per occurrence, \$2,000,000 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.
- **Automobile Liability** \$1,000,000 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.
- **Professional Liability (Errors & Omissions)** \$1,000,000 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

## Exhibit A

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 Claim*

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.

## Exhibit A

### *Additional Insurance*

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

**EXHIBIT D**  
**FEDERAL CONTRACT CLAUSES**

The Federal Government shall not be subject to any obligations or liabilities to any third party, CONSULTANT, or subcontractor (other than the Recipient of federal funds) in connection with the performance of this contract. Notwithstanding any concurrence provided by the Federal Government in or approval of the solicitation or award of the underlying contract, the Federal Government retains no obligations or liabilities to any party, including CONSULTANT and subcontractor.

CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions under this contract. By executing this contract, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement made regarding the contract. CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, the Federal Government reserves the right to impose penalties under the Program Fraud Civil Remedies Act or other applicable federal laws.

CONSULTANT agrees to provide the FTA Administrator, the Comptroller General of the United States, or their authorized representatives access to all records, documents, and papers relating to this contract for audit, examination, and inspection purposes as required by 49 U.S.C. § 5325(g).

CONSULTANT shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. CONSULTANT's failure to comply shall constitute a material breach of the contract.

CONSULTANT agrees to comply with all applicable civil rights laws and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and other nondiscrimination laws.



## Exhibit A

CONSULTANT shall take all necessary and reasonable steps to ensure that DBEs have the opportunity to participate in this contract, in compliance with 49 CFR Part 26. CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

This contract is a covered transaction for purposes of 2 CFR Part 1200 and 2 CFR Part 180. As such, CONSULTANT certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federal programs.

CONSULTANT certifies that no federal appropriated funds have been paid or will be paid to influence or attempt to influence any officer or employee of a federal agency, Member of Congress, or other federal officials in connection with this contract. CONSULTANT must submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if any non-federal funds are used for lobbying activities.

CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended. Violations shall be reported to the FTA and the EPA.

CONSULTANT agrees to comply with all applicable mandatory energy efficiency standards and policies contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of CITY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, CITY shall be entitled to, and CONSULTANT shall deliver to CITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to CITY which is in CONSULTANT's possession.

## Exhibit A

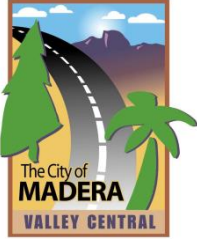
Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by CITY.

Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of CITY without restriction or limitation upon its use or dissemination by CITY.

Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by CITY for another project or project location shall be at CITY's sole risk.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.



## REPORT TO CITY COUNCIL

**Approved by:**

*Justin Macomb*

Assistant Chief Justin Macomb

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** June 18, 2025

**Agenda Number:** D-2

**SUBJECT:**

Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for Fire Service Operations

**RECOMMENDATION:**

Adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for \$7,045,082

**SUMMARY:**

As discussed at the May 21, 2025 City Council meeting, the proposed agreement between the City and CAL FIRE, spanning from June 1, 2025, through June 30, 2026, is valued at \$7,045,082. This agreement ensures the staffing of personnel at Stations 56, 57, and 58. If approved, the City will maintain the current staffing levels with one modification, the replacement of three Firefighter II positions with Fire Apparatus Engineers.

**DISCUSSION:**

Prior to 1993, the City provided its own fire protection with two fire stations. In 1993, the City entered its first contract with the then-named California Department of Forestry. Public Resources Code Section 4142 allows CAL FIRE to enter into cooperative agreements with cities and counties for the purpose of suppressing fires within those jurisdictions. Currently, the City maintains three fire stations staffed with CAL FIRE personnel. Equipment and supplies are provided by the City and are not included in this agreement; instead, operating expenses are covered in the City's annual budget. Table 1 provides a summary of personnel and equipment for each station.

<b>Table 1: Summary of Personnel &amp; Equipment per Station</b>		
<b>Station</b>	<b>Personnel on duty</b>	<b>Equipment</b>
56 (Lake)	<ul style="list-style-type: none"> <li>1 Fire Captain</li> <li>2 Fire Apparatus Engineers</li> <li>Battalion Chief for 72 hours per week</li> </ul>	<ul style="list-style-type: none"> <li>Battalion 50</li> <li>Engine 56 (front-line engine)</li> <li>1 Patrol vehicle</li> <li>1 All-terrain vehicle</li> </ul>
57 (Schnoor)	<ul style="list-style-type: none"> <li>1 Fire Captain</li> <li>2 Fire Apparatus Engineers</li> </ul>	<ul style="list-style-type: none"> <li>Engine 57 (front-line engine)</li> <li>Reserve Engine 257</li> </ul>
58 (Condor)	<ul style="list-style-type: none"> <li>1 Fire Captain</li> <li>2 Fire Apparatus Engineers</li> <li>Battalion Chief for 72 hours per week</li> </ul>	<ul style="list-style-type: none"> <li>Battalion 51</li> <li>Truck 58 (front-line engine)</li> <li>Reserve Engine 258</li> </ul>

### ***Schedule "A" Agreement***

The current agreement, approved in June 2024, was a one-year fire protection services reimbursement agreement from July 1, 2024, through June 30, 2025. The agreement was for \$6,236,553. This proposed Fiscal Year (FY) 2025/2026 agreement will be for \$7,045,082. This increase is attributable to:

- Staff benefit rates increasing from the previous year's one-time (FY 2024/25) buy-down of 19.55% to State employee retirement benefits.
- Five percent estimated increase in cooperative agreements.
- Re-classification of 3 Firefighter II positions to Fire Apparatus Engineers

Table 2 provides a summary of recent City and CAL FIRE agreements.

<b>Table 2: Recent Schedule A agreements between the City and CalFire (1)</b>				
<b>Fiscal Year</b>	<b>Personnel on duty (2)</b>	<b>Contract Amount</b>	<b>Actual Expenses</b>	<b>Savings</b>
2025/26 (3)	9 plus 2 Battalion Chiefs	\$7,045,082	-	-
2024/25 (4)	9 plus 2 Battalion Chiefs	\$6,236,553	(5)	(5)
2023/24 (6)	9 plus 2 Battalion Chiefs	\$6,428,387	6,444,166	(15,779.82)
2022/23	9 plus 2 Battalion Chiefs	\$6,057,566	\$5,726,989	\$330,576
2021/22	9 plus 1 Battalion Chief	\$5,530,761	\$5,055,294	\$475,467
2020/21 (7)	9 plus 1 Battalion Chief	\$5,676,191	\$3,941,071	\$1,735,120
2019/20	6 plus 1 Battalion Chief	\$4,634,772	\$4,405,443	\$229,329
<p>(1) All figures rounded to the nearest dollar</p> <p>(2) Battalion Chiefs work 72-hour shifts per week. The City had 1 Battalion Chief and added a second position (Fire Marshal) in the middle of FY 2022/23 in an effort to comply with SB 1205, which was adopted in response to the infamous Ghost Ship fire</p> <p>(3) Includes the conversion of 3 Firefighter II positions to Engineers</p> <p>(4) Included the conversion of 2 Firefighter II positions to Engineers</p>				

- (5) Actual Expenses and Savings for the current Fiscal Year will be known at the end of the current fiscal year
- (6) Included the conversion of 2 Firefighter II positions to Engineers
- (7) Station 58 partial year, above average savings

### ***Changing three positions from Firefighter II to Engineers***

Per previous Council direction, staff is proposing that 3 Firefighter II (FFII) be converted to Fire Apparatus Engineers (FAE). FFII are the junior-ranking members of an engine company and are limited in the job functions they can perform. FAEs can do all the job duties of an FFII in addition to the following:

- Act as the senior company officer in the absence of a Captain
- Command incidents
- Drive Code 3 during emergency response
- Trained in hydraulic calculations for pumping operations
- Higher level of job proficiency and training requirements
- Can be held to a minimum 2-year commitment

The cost difference due to the reclassification of 3 positions is \$62,528 for the FY. The increase in costs is justified by the benefits gained from having more highly trained personnel. This enhancement in staffing ensures a higher level of service and operational efficiency, directly contributing to the safety and well-being of the community. Additionally, the lack of a mandatory commitment period for Firefighter IIs (FFIIs) before they are eligible for promotion has created operational challenges. As FFIIs promote, they leave vacancies that can take up to six months to fill, during which the positions are covered by overtime.

Currently, the City operates with 23 full-time firefighters and 2 Battalion Chiefs. Under the proposed contract, the City would continue to operate with 23 full-time firefighters and 2 Battalion Chiefs; however, 3 of the firefighter positions would be changed from FFII to Fire Apparatus Engineer (FAE) roles. This adjustment aims to improve operational efficiency and reduce the reliance on overtime to cover vacancies.

It is worth noting that historically, vacant firefighter positions may have been financially advantageous to the City, as the City would save money by not charging an employee's salary and benefits to the contract, only incurring overtime costs. However, updated billing practices now require that while a new employee is in training, both their salary and benefits, as well as the overtime for their vacancy coverage, are charged to the contract. This change has the potential to result in costs that exceed the salary and benefits of a single employee.

Beyond the financial considerations, the operational effects also compound the issue. The extra days that employees work to fill staffing gaps add to the already high job stresses. While relief personnel are trained to existing standards, they may lack the local knowledge and experience specific to the City's operating procedures. This gap necessitates additional training, which

further increases stress, reduces efficiency, and escalates the program's cost. Implementing a mandatory commitment of no less than two years for Fire Apparatus Engineers (FAEs) would alleviate a significant number of these issues and enhance the level of service provided to the community.

Moreover, the City benefits from CAL FIRE personnel stationed nearby, who assist in times of need by providing additional personnel and equipment. These benefits include:

- Hazardous Materials response
- Fire origin investigations
- State resources at no cost during drawdown
- Employees on extended workers' comp are not billed to the contract
- Cost-share of support services

In addition to the benefits, CAL FIRE has provided substantial assistance to the City in several key areas:

1. *Fresno River Clean-Up*: Supplying personnel and equipment for the clean-up efforts along the Fresno River.
2. *Post-Occupancy Inspections*: Conducting inspections as required by SB 1205 to ensure compliance and safety in buildings. 257 Inspections conducted in 2024.
3. *Fire Hydrant Maintenance*: Flushing fire hydrants and creating an inventory of the City's hydrants, which is shared with the Water Division to better coordinate the repair and maintenance of inoperable hydrants. 2,031 inspections conducted in 2024.

These collaborative efforts not only enhance the City's operational efficiency but also ensure a higher level of community safety and resource management.

#### **FINANCIAL IMPACT:**

Funds for this upcoming contract will be included in the Fiscal Year (FY) 2025/26 budget. Since the opening of Fire Station 58, one-third of the agreement has been funded by Measure K, reflecting the station's contribution of 33 percent of additional staff. Following the addition of the 2<sup>nd</sup> Battalion Chief in FY 2022/23, the City continued this proportional funding approach. For FY 2025/26, staff recommends that the full cost of the 2<sup>nd</sup> Battalion Chief be funded by Measure K, rather than continuing the historical one-third/two-thirds cost-sharing model. This recommendation is based on the projected increase of over \$808k in the contract from one year to another and is intended to help maintain the high level of service the community has come to expect.

Additionally, although not part of this item, it is worth noting that Measure K has covered expenses related to the operation of Station 58, including equipment costs. The General Fund

continues to support operational expenses, as well as salaries and benefits for Stations 56 and 57.

**ATTACHMENTS:**

1. Resolution
2. Fire Protection Reimbursement Agreement
  - a. Exhibit A
  - b. Exhibit B
  - c. Exhibit C
  - d. Exhibit D
  - e. Exhibit E

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,  
APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIREPROTECTION (CAL FIRE) FROM JULY 1,  
2025, TO JUNE 30, 2026, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING  
THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA**

**WHEREAS**, the City of Madera (CITY) contracts with the State of California, Department of Forestry and Fire Protection (CAL FIRE) to provide fire protection services as allowed under Public Resources Code Section 4142; and

**WHEREAS**, CAL FIRE and the CITY have entered into agreements for services since 1993, the latest of which was a one-year Schedule "A" service agreement from July 1, 2024, through June 30, 2025; and

**WHEREAS**, the Schedule "A" agreement must be amended annually to cover each fiscal year's costs while providing for fire service operations; and

**WHEREAS**, the subject agreement would extend the service agreement through June 30, 2026.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera, California approves the above-noted Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2025 (Agreement# 4CA07250 in the amount of \$7,045,082.00), a copy of which is on file in the office of the City Clerk and referred to for particulars.
3. The City Council of the City of Madera, California authorizes the Mayor, to sign and execute said Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*



COOPERATIVE FIRE PROGRAMS  
FIRE PROTECTION REIMBURSEMENT AGREEMENT  
LG-1 REV. 1/2024

AGREEMENT NUMBER	4CA07250
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Madera



2. The term of this Agreement is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: \$ 7,290,135.00  
Seven million, two hundred ninety thousand, one hundred thirty five dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	9	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		California Department of General Services Use Only
LOCAL AGENCY'S NAME City of Madera		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
Cece Gallegos - Mayor		
ADDRESS 205 West Fourth Street, Madera, CA 93637		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Nathan Barclay, Assistant Deputy Director, Cooperative Fire		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	MMU	Local Agency:	City of Madera
Name:	Chris Trindade	Name:	Arnoldo Rodriguez - City Manager
Phone:	559-675-7799	Phone:	559-661-2792
Fax:	559-673-2085	Fax:	559-674-2792

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Chris Trindade	Local Agency:	City of Madera
Section/Unit:	MMU	Section/Unit:	City Clerk
Attention:	Justin Macomb	Attention:	Alicia Gonzales
Address:	200 West Fourth St Madera, CA 93637	Address:	205 West Fourth Street Madera, CA 93637
Phone:	559-675-7799	Phone:	559-661-5400
Fax:	559-673-2085	Fax:	559-661-2792

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

## **EXHIBIT A**

### **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

#### **1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

## **2. ADMINISTRATION**

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

### **4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

### **5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
  - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

## **2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

## **3. BUDGET CONTINGENCY CLAUSE**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.



- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION**:
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

**EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.



Contractor Name: City of Madera

Contract No: 4CA07250

Page No.: 17

**EXHIBIT D, SCHEDULE A**

**LOCAL FUNDED – STATE RESOURCES**

**FISCAL DISPLAY**

**PRC 4142**

**NAME OF LOCAL AGENCY:** City of Madera

**CONTRACT NUMBER:** **4CA07250**

Index: 4200

PCA: 47920

Fiscal Year: 2025/26 to 2025/26

This is Schedule A of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: MMU

Agreement Total	\$7,290,135
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Contract Name: City of Madera

Contract No.: 4CA07250

Page No.: 18

Fiscal Year 25/26	
47920 PS Total	\$7,142,236
47920 OE Total	\$147,899

TOTAL	\$7,290,135
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Fiscal Year: 2025		Unit: MMU		Sub Total		\$6,447,808		Contract Name: City of Madera								
Index: 4200				Admin		\$694,429										
PCA 47920				Total		\$7,142,236										
PRC: 4142		Overtime Total: \$355,075							Contract No.: 4CA07250							
Comments		Page No.: 19														
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between "Blank Fire Protection District" and The California Department of Forestry and Fire Protection (CAL FIRE)				CAL FIRE Unit Chief		Chris Trindade										
				CAL FIRE Region Chief		David Fulcher										
				Staff Benefit Rate as of 7/1/25 for POF Classifications		93.92%										
				Staff Benefit Rate as of 7/1/25 for SAF Classifications		67.30%										
		Staff Benefit Rate as of 7/1/25 for MIS Classifications		81.85%												
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost		
2	Battalion Chief	POF		12	\$8,930	\$214,315	\$3,639	12	\$87,336	\$201,285	\$0	\$50,279	\$553,215	\$612,824		
2	Education Incentive Pay Differential	POF		12	\$150	\$3,600			\$0	\$3,381		\$0	\$6,981			
1	Hazmat Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,691		\$0	\$3,491			
1	Longevity Pay Differential - 9%	POF		12	\$0	\$9,644			\$0	\$9,058		\$0	\$18,702			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime	POF				\$30,000			\$0	\$435		\$0	\$30,435			
7	Fire Captain, Range A	POF		12	\$7,694	\$646,267	\$3,143	12	\$264,012	\$606,974	\$0	\$151,992	\$1,669,244	\$1,867,637		
7	Education Incentive Pay Differential	POF		12	\$150	\$12,600			\$0	\$11,834		\$0	\$24,434			
4.5	Longevity Pay Differential - 9%	POF		12	\$0	\$37,391			\$0	\$35,118		\$0	\$72,509			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime	POF				\$100,000			\$0	\$1,450		\$0	\$101,450			
13	Fire Apparatus Engineer	POF		12	\$6,856	\$1,069,571	\$2,807	12	\$437,892	\$1,004,541	\$0	\$252,094	\$2,764,099	\$3,103,072		
9	Hazmat Pay Differential	POF		12	\$150	\$16,200			\$0	\$15,215		\$0	\$31,415			
7	Longevity Pay Differential - 9%	POF		12	\$0	\$51,833			\$0	\$48,682		\$0	\$100,515			
7	Education Incentive Pay Differential	POF		12	\$150	\$12,600			\$0	\$11,834		\$0	\$24,434			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime	POF				\$180,000			\$0	\$2,610		\$0	\$182,610			
3	Fire Fighter II	POF		12	\$6,181	\$222,507	\$2,536	12	\$91,296	\$208,979	\$0	\$52,559	\$575,341	\$615,921		
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
		POF			\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime	POF				\$40,000			\$0	\$580		\$0	\$40,580			
1.5	Communications Operator, Range A	SAF		12	\$6,459	\$116,262	\$0	0	\$0	\$78,244	\$0	\$0	\$194,506	\$203,641		
1.5	Night-Shift Pay Differential	SAF		12	\$303	\$5,460			\$0	\$3,674		\$0	\$9,134			
		SAF			\$0	\$0			\$0	\$0		\$0	\$0			
		SAF			\$0	\$0			\$0	\$0		\$0	\$0			
		SAF			\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime	SAF				\$0			\$0	\$0		\$0	\$0			
0.5	Office Assistant (Typing), Range A	MIS		12	\$4,098	\$24,588	\$0	0	\$0	\$20,125	\$0	\$0	\$44,713	\$44,713		
		MIS			\$0	\$0			\$0	\$0		\$0	\$0			
		MIS			\$0	\$0			\$0	\$0		\$0	\$0			
		MIS			\$0	\$0			\$0	\$0		\$0	\$0			
		MIS			\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime	MIS				\$0			\$0	\$0		\$0	\$0			
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0			
					\$0	\$0			\$0	\$0		\$0	\$0			
					\$0	\$0			\$0	\$0		\$0	\$0			
					\$0	\$0			\$0	\$0		\$0	\$0			
	Overtime					\$0			\$0	\$0		\$0	\$0			



**EXHIBIT D, SCHEDULE C**  
**LOCAL FUNDED LOCAL RESOURCES**  
**ASSIGNED TO THE CAL FIRE UNIT**

**NAME OF LOCAL AGENCY:**City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

**FISCAL YEAR:** 2025/26 to 2025/26

(See Attached)

**EXHIBIT D, SCHEDULE C**

**LOCAL FUNDED LOCAL RESOURCES**  
**ASSIGNED TO THE CAL FIRE UNIT**

**NAME OF LOCAL AGENCY:** City of Madera

This is Schedule C of Cooperative Agreement originally dated July 1, 2025 by and between CAL FIRE of the State of California and City of Madera.

**FISCAL YEAR:** 2025-2026

**Fire Stations:**

Madera City Station 56  
Madera City Station 57  
Madera City Station 58

**Equipment:**

3-Pick up Trucks

- 2023 Chevy 2500 (B51)
- 2017 Ford F-250 (B50)
- 2006 Chevy 1500 (Utility7)

5-Fire Engines

- 2022 Rosenbauer Cumming ISL9
- 2016 Spartan (E-56) Cummings ISL9
- 2008 Spartan (E-57) Cummings ISL9
- 2002 Spartan (E-258) Cummings ISM-450
- 1990 Grumman (E-257) Detroit Series 92 307hp

1-Ladder Truck

- 2017 Rosenbauer 105' Aerial (T58) Cummings ISL9 550hp

1-Type 6 Patrol

- 2009 Ferrara F550 (E-656) 6.0PSD

1- Portable Air Unit

1- Honda 1000 Side by Side

Contractor Name: City of Madera

Contract No: 4CA07250

Page No.: 23

**EXHIBIT D, SCHEDULE E**

This is Schedule E of Cooperative Agreement originally dated July 1, 2025, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of Madera

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2025/26 to 2025/26

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR  
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: \_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

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**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: \_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

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**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: \_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

**EXHIBIT E**  
**DESCRIPTION OF OTHER SERVICES**

FISCAL YEAR: 2025/2026

Administration:

Duties and Responsibilities of the:

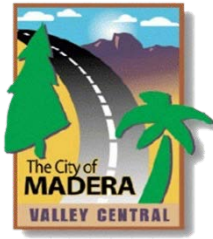
Madera City Fire Chief:

The Madera-Mariposa-Merced Unit Chief, acts as the Madera City Fire Chief in accordance with the California Department of Forestry & Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement and is appointed by the Madera City Council to serve in that capacity. The Fire Chief serves at the direction of, and receives overall administrative policy guidance from, the City Manager. The Fire Chief provides leadership, guidance and management direction in all Fire Department activities; including personnel and administrative issues. The Fire Chief directs and is responsible for major department programs which include; performing and coordinating personnel management, organizational staffing, financing, equipment management and maintenance, communications and records, fire prevention and suppression methods, assisting in disaster preparedness, and laws, rules and regulations relating to the fire department and the control and prevention of fires.

The Fire Chief provides direction to staff in coordination of the preparation, development, and expenditures of the Schedule A and C budgets; the maintenance, repair, improvement, and replacement of equipment, fire stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports including inspections of the fire company equipment and facilities as necessary.

In an effort to improve fire protection, and because cooperative and regional fire protection assists all agencies in reducing costs, improved response times and enhanced staffing levels; the Fire Chief will work with the City Manager, and seek approval through the City Council, in the coordination and facilitation of any Automatic Aid/Mutual Aid Agreements for fire protection between Madera City, the Counties that lie contiguous to Madera City and the City Chowchilla.



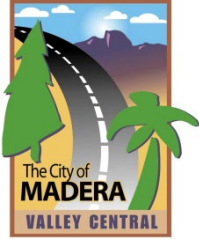


## Madera City Council Agenda June 18, 2025

### Agenda Item E-1 Budget Workshop – Expenses

(Report by Michael Lima)

There is no written report for this item.



## REPORT TO CITY COUNCIL


**Approved by:**



Keith Helmuth, City Engineer

**Council Meeting of:** June 18, 2025

**Agenda Number:** E-2



Arnoldo Rodriguez, City Manager

### **SUBJECT:**

Presentation of Capital Improvement Program (CIP) for Fiscal Year (FY) 2025/26 to FY 2029/30

### **RECOMMENDATION:**

1. Adopt a minute order accepting the proposed projects in the City's Draft Capital Improvement Program (CIP) for Fiscal Year (FY) 2025/26 to FY 2029/30
2. Authorize the City Engineer to submit the draft 5-year CIP for FY 2025/26 to FY 2029/30 to the Planning Commission for determination of conformity with the General Plan

### **SUMMARY:**

Preparation and approval of the CIP is an annual process. The CIP for FY 2025/26 to FY 2029/30:

- Lists the proposed projects for funding of design, right of way costs, and construction
- Updates the status of proposed projects to be funded in the four years after FY 2025/26
- The CIP must be submitted to the Planning Commission for determination of conformity of those projects not previously conformed with the City's General Plan pursuant to Government Code Section 65401
- The projects in FY 2025/26 are included in the City's FY 2025/26 Budget

### **DISCUSSION:**

The CIP is a planning document for capital improvement projects that covers a rolling five-year period. Critical projects are identified and defined so that resources can be assigned to implement the projects. The CIP also provides a comprehensive presentation of all funding sources that support capital projects and many of the operational programs supported by these same funding sources.

## **PROJECT SELECTION PROCESS:**

Projects are included in the CIP for a variety of reasons. Some of the more common include:

- They are identified along with targeted completion dates in adopted master plans and technical studies.
- They are necessary to support City growth.
- They developed from Community input to Council or staff.

The CIP will generally focus on those projects where funding is available or anticipated to be so within the five-year window. Because there is a perennial need for more capital improvements than can be funded, not all potential projects are included in years beyond the next fiscal year in the CIP unless there is a reasonable assumption that funding will be identified. Funding source limitations play a significant role in determining which projects can be constructed and the projected construction timeline.

Most sources, whether Federal, State, or local grants and/or local development impact fees, can only be used for projects meeting certain criteria. Prioritization of many projects are therefore impacted by their respective funding sources.

## **PROJECT PRIORITIZING PROCESS:**

Updating the CIP is a fluid process that ties closely to related funding sources and staff resources. The prioritization of projects is based on Council direction and shared departmental feedback of projects from Engineering, Public Works, Parks & Community Services, Transit, Grants, Fire & Police Departments, and Airport.

Project delivery is also influenced by funding deadlines, unexpected or unforeseen circumstances within specific projects or other demands created by other planned or unplanned projects. As an example, City project managers may be designing a road or street improvement when their services are needed to complete grant applications, address an emergency repair, or to accommodate the continuing uptick in private development activity. Occasionally, a project may be delayed in order to accommodate other CIP projects in the same vicinity.

### **▪ On-Call Consultant Progress**

On May 17, 2022, Council granted staff the ability to hire pre-approved consultants on an on-call basis, removing the need to go through the lengthy RFP process for certain types of work. This arrangement is good for three years and can be extended by up to two additional 1-year terms. To date, 27 task orders for various engineering services have been processed that benefit not only the Engineering department but Parks, Public Works, and Transit as well.

### **FY 2024/25 CIP ACTIVITY SUMMARY:**

FY 2024/25 was a record year for project delivery with over \$40,000,000 spent or encumbered through June 2025.

The largest area of focus was to advance sewer and water projects, this effort was driven by not only an aging sewer and water system, but deadlines placed on the \$23,000,000 in ARPA funds awarded to the City. Per the ARPA guidelines, all the funds awarded had to be spent or encumbered by December of 2024.

### **FY 2025/26 DISCUSSION:**

Approximately \$68,500,000 in Capital Project expenditures are projected for the FY 2025/26 CIP. This is largely due to funded projects rolling over from previous years. Most of the identified projects are advancing according to schedule and have been discussed in previous year's CIP presentations.

Table 1 on the following page contains a list of projects anticipated to go to construction in FY 2025/26.

<b>Table 1: Carryover Projects Anticipated for Construction in FY 2025/26</b>		
<b>Project #</b>	<b>Description</b>	<b>Project Type</b>
B-00004	Rehab/Repair Gateway Bridge and Cleveland (Tozer) Bridge	Bridge
PK-00067	James Taubert Park	Park
PK-00071	Town & Country Connectivity Project	Park
PK-00081	CDBG Park & Rec Facilities Paving Project	Public Facilities
R-000079	RMRA Seals/Overlay 2021-22	Road
R-000080	RMRA Seals/Overlays 2022-23	Road
R-000081	2022-23 City Streets 3R & ADA Project	Road
R-000098	RMRA Seals/Overlays 2023-24	Road
R-000099	FY24 Street Rehab and Reconstruction Project	Road
R-000104	RMRA Seals/Overlays 2024-25	Road
R-000096	Caltrans SR 145 CAPM and Road Diet Project – Caltrans is lead.	
TS-00023	HOPYQ Intersection Improvements	Traffic Signal
TS-00024	Cleveland/Granada	Traffic Signal
TS-00032	D Street/South Street	Traffic Signal
R-000037	Raymond Road Shoulder Paving	Shoulder Paving
R-000060	Storey Road Shoulder Paving	Shoulder Paving
R-000058	Schnoor Ave Sidewalk Project	Sidewalk
R-000093	Washington School Sidewalk Project	Sidewalk

R-000094	AHSC Sidewalk Improvement Various Locations – Phase 1 E. Yosemite Avenue	Sidewalk
Trans-01	Madera Transit Center – Canopy Addition	Transit
Trans-10	AHSC Transit Developments – Intermodal Facility Renovations	Transit
Trans-12	Bus Shelter Relocations	Transit
SS-00008/9	2018 Sewer Main Repairs/Rehab/Replacement	Sewer
SS-00012	Doubletree Sewer Lateral Replacement	Sewer
W-000004	Water Main Upgrades Various Locations	Water
W-000009	Gateway-Riverside River Crossing	
W-000032	New Water Meters- Phase 2	Water
W-000043	SR145 Water Main Replacements	Water
W-GW-001	New Well 37	Water
R-000097	Clinton Avenue Water Improvements	Water

#### **FY 2025/26 NEW PROJECTS:**

Table 2 below shows an overview of new projects, their costs, and the type of project they represent.

<b>Table 2: New Projects Added to CIP</b>			
Project #	Description	Project Type	FY 25/26 Costs
AIR-0008	Apron A2 & Taxilane Rehab	Airport	\$1,374,680
PK-00082	Tozer Park	Parks	\$1,314,280
R-000105	ATP Safe Routes to School Project	Traffic Safety	\$310,000
R-000106	Pine Street Sidewalk Improvements	Sidewalk	\$111,000
R-000107	RCE UPRR Corridor Grade Separation/Safety Study	Transportation Study	\$1,800,000
R-000108	RMRA Seals/Overlays 2025-26	Road	\$132,671
TS-000036	Ellis Ave & Country Club (Road 26) Improvements	Traffic Signal	\$68,400
<b>Total</b>			<b>\$11,691,322</b>

#### **NEW PROJECT SUMMARIES:**

To provide context to the projects listed in Table 2 above, a summary of each project is included below.

#### **AIRPORT PROJECTS:**

- The project will rehabilitate Apron A2 and Hangar Taxilanes including removal of the existing asphalt surface course and aggregate base course, recompaction of the existing

aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. The project is funded by an FAA grant.

#### **PARKS PROJECTS:**

- **Tozer Park (Project PK-00082)**

The construction of Tozer Park, which will be located inside the Iveywood I Subdivision off Tozer/Road 28 and Sunrise Avenue. 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. Features will include basketball half-court, youth soccer field, pickleball courts, parcourse exercise equipment & trail, tot lot, and designated picnic area. Project is funded through an Outdoor Recreation Legacy Partnership Grant and Parks Development Impact Fees. Construction is to be complete by end of 2026.

#### **TRANSPORTATION RELATED PROJECTS:**

- **ATP Safe Routes to School Project (Project R-000105)**

Provide improvements focused on elementary schools on Ellis Street, Lake Street, South Street, Roosevelt Avenue, Stadium Road, and Tozer Street. Improvement include design and construction of Class II bike lanes, sidewalk, crosswalk and curb ramp improvements, RRFBs and PHBs, and curb extensions. This project is being funded through the federal Active Transportation Program (ATP) Grant Program. Construction is scheduled for FY 2026/27.

- **Pine Street Sidewalk Improvements (Project R-000106)**

Installation of pedestrian facilities on Pine Street from Sunset Avenue to 4<sup>th</sup> Street. This project is being funded through the State Carbon Reduction Program. Construction is scheduled for FY 2026/27.

- **RCE UPRR Corridor Grade Separation/Safety Study (Project R-000107)**

The City received a federal Rail Crossing Elimination (RCE) Grant for planning activities to study seven at-grade crossings along the Union Pacific Railroad (UPRR) corridor including the potential for a grade separation at the Cleveland Avenue/Gateway Drive/Country Club Drive Intersections. The City will be hiring a consultant to conduct a rail safety planning study, engage stakeholders, and perform an alternatives analysis.

- **RMRA Seals/Overlays 2025-26 (Project R-000108)**

This project, funded by the FY 2025/26 allocation of Road Maintenance Rehabilitation Account (RMRA) funds, will focus on the rehabilitation of local streets. Streets are selected from the recently complete Pavement Management Plan Update in concert with input from Public Works Department. Construction is scheduled for FY 2026/27

- **Ellis Avenue & Country Club (Road 26) Signal Modifications (Project TS-00036)**

The City receives a Highway Safety Improvement Program (HSIP) Grant to add protected left turn phases for the eastbound and westbound approaches to the signalized intersection, modify the signal timings and provide enhance safety pavement markings. Construction is scheduled for FY 2026/27.

**GENERAL PLAN CONFORMITY:**

Prior to the City Council's adoption of the annual CIP update, California Government Code requires a determination that the CIP is in conformance with the City's General Plan. This determination is made by the Planning Commission. Staff therefore recommends that Council direct that it be submitted to the Planning Commission.

**FINANCIAL IMPACT:**

Funding for the projects in the CIP comes from a variety of sources and typically does not rely on the General Fund. Section 3, Sources and uses, and Section 4, Funding Summary, of the Draft CIP for FY 2025/26 to 2029/30 lists all the contributing sources. Each major category of improvements is associated with a different set of possible funding sources and several assumptions that include:

- Gas Tax and TDA transportation funding sources remain steady.
- Measure T sunsets in 2027
- Measure T Renewal (Measure T2) starting in 2027
- Some Transportation funding sources can be allocated to eligible storm drainage improvements.

Regardless of assumptions, staff continues to actively pursue grant and other funding opportunities for the City's significant projects, such as the Avenue 13 Sewer Main Rehabilitation and the new Northeast Water Storage Tank Project.

**ALTERNATIVES:**

Given the breadth of the projects contained in the CIP, the number of possible alternatives is significant. Council has the authority to adjust all aspects of the project priorities and schedules.

**ATTACHMENTS:**

1. Draft Capital Improvement Program FY 2025/26 to 2029/30 Project List by Category
2. Draft Capital Improvement Program FY 2025/26 to 2029/30 Full Document (Web Link)

**Attachment 1**

Draft Capital Improvement Program FY 2025/26 to 2029/30 - Project List by  
Category



'25/'26 through '29/'30  
**Capital Improvement Plan**  
Madera, CA  
**Projects By Category**

Category	Project #	Priority	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	Total
<b>Administrative</b>								
ENG-000C - Traffic Warrants	ENG-000C	1	25,000	25,000	25,000	25,000	25,000	125,000
ENG F - CIP Engineering	ENG F	1	611,000	629,000	648,000	668,000	670,000	3,226,000
Eng S - LTF Fair Share Ave 17 Vicinity Sr99	ENG S					524,296		524,296
R-000031 - Misc. Transportation Projects/Planning	R-000031	1	187,000	193,000	199,000	205,000	220,000	1,004,000
R-000041 - Concrete Projects - Share Program	R-000041	1	20,000	20,000	20,000	20,000	20,000	100,000
S-000995 - Road 28 Sewer Loan Repayment	S-000995	3	4,000	4,000	4,000	4,000	344,783	360,783
SS-00000 - Engineering Support for Sewer Projects	SS-00000		25,000	25,000	25,000	25,000	25,000	125,000
W-000000 - Engineering Support for Water Projects	W-000000		25,000	25,000	25,000	25,000	25,000	125,000
<b>Administrative Total</b>			<b>897,000</b>	<b>921,000</b>	<b>946,000</b>	<b>1,496,296</b>	<b>1,329,783</b>	<b>5,590,079</b>

**Airport**

AIR-0001 - T-Hangar Development Phase 1	AIR-0001	3					1,071,000	1,071,000
AIR-0004 - Runway 12-30 Mill & Fill	AIR-0004	3		140,000	5,683,000			5,823,000
AIR-0005 - Taxiway Mill & Fill	AIR-0005	3				69,500	744,000	813,500
AIR-0006 - Airport Layout Plan & GIS Survey	AIR-0006	3	363,400					363,400
AIR-0008 - Apron A2 & Taxilane Rehab	AIR-0008	2	1,374,680					1,374,680
AIR-0009 - Reconstruct Hanger Rows 1 & 2	AIR-0009	3		387,428	1,837,000			2,224,428
<b>Airport Total</b>			<b>1,738,080</b>	<b>527,428</b>	<b>7,520,000</b>	<b>69,500</b>	<b>1,815,000</b>	<b>11,670,008</b>

**Alleys**

ALY-0004 - Alley Paving 2024 - Northwest	ALY-0004	2	111,000	614,000				725,000
ALY-0005 - Alley Paving 2024 - Southwest	ALY-0005	2	111,000	614,000				725,000
ALY-0006 - Alley Paving 2024 - Northeast	ALY-0006	2	140,000	800,000				940,000
<b>Alleys Total</b>			<b>362,000</b>	<b>2,028,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,390,000</b>

**Bike & Pedestrian Facilities**

B-000005 - Granada Pedestrian Bridge	B-000005		410,000	2,090,000				2,500,000
PK-00001 - Ped/Bike Facilities	PK-00001	1	140,000	50,000		100,000	25,000	315,000
PK-00048 - Tulare/Cleveland/Raymond Bike Path	PK-00048	1	30,000	315,000				345,000
PK-00056 - Bike/Ped Path, FRT-Cleveland Ave	PK-00056	1			45,000		339,000	384,000
PK-00058 - FRT-Granada to MID, North Bank	PK-00058	1		21,000	40,000		135,000	196,000

Category	Project #	Priority	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	Total
R-000058 - Schnoor Ave Sidewalk-Sunset to River	R-000058	1	549,000					549,000
R-000064 - ADA Walkability Sidewalks Program	R-000064	1	80,000					80,000
R-000093 - Washington School Sidewalks CMAQ	R-000093	2	703,400					703,400
R-000094 - Sidewalk Improvements Var Locations	R-000094	3	1,029,062					1,029,062
R-000100 - Clinton Street Ped Facilities	R-000100		30,000	170,000				200,000
R-000101 - D St / Clark St Ped Facilities	R-000101		35,000	195,000				230,000
R-000102 - Howard & Granada Ped Facilities	R-000102		39,000	221,000				260,000
R-000106 - Pine Street Sidewalk Improvements	R-000106	3	75,000	476,000				551,000
<b><u>Bike &amp; Pedestrian Facilities Total</u></b>			<b>3,120,462</b>	<b>3,538,000</b>	<b>85,000</b>	<b>100,000</b>	<b>499,000</b>	<b>7,342,462</b>

### Bridges

B-000002 - Westberry Bridge Construction	B-000002	3	15,000			16,600,000		16,615,000
B-000004 - Rehab/Repair of 3 Bridges	B-000004	1	385,000					385,000
B-000006 - Clark Street Bridge Replacement	B-000006	2	394,000	700,000				1,094,000
RM-00001 - Rtne Maint City Bridges Fresno RVR	RM-00001	1	80,000	80,000	80,000	80,000	80,000	400,000
<b><u>Bridges Total</u></b>			<b>874,000</b>	<b>780,000</b>	<b>80,000</b>	<b>16,680,000</b>	<b>80,000</b>	<b>18,494,000</b>

### Parks

PK-00067 - James Taubert Park	PK-00067	3	1,812,887					1,812,887
PK-00071 - Town & Country Connectivity Project	PK-00071	3	1,481,547					1,481,547
PK-00082 - Tozer Park	PK-00082	2	1,314,280					1,314,280
<b><u>Parks Total</u></b>			<b>4,608,714</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,608,714</b>

### Plan/Report/Study

ENG-000G - Pavement Management Program (PMP)	ENG-000G	1		100,000				100,000
MUP-UDII - Master Utility Plan Update, II	MUP-UDII	1	973,333					973,333
R-000087 - Almond/Pine/Stadium Traffic Study	R-000087	3	78,450					78,450
R-000103 - Local Roadway Safety Plan Development	R-000103		423,150					423,150
R-000107 - RCE Grade Separation Study	R-000107	2	1,800,000	200,000				2,000,000
<b><u>Plan/Report/Study Total</u></b>			<b>3,274,933</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,574,933</b>

### Public Facility

CD-00001 - City Hall Relocation & Expansion	CD-00001	1					500,000	500,000
PK-00081 - Parks & Rec Facilities Paving Project	PK-00081		602,172					602,172
<b><u>Public Facility Total</u></b>			<b>602,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>	<b>1,102,172</b>

Category	Project #	Priority	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	Total
<b>Sewer</b>								
R-000097 - Clinton Ave Sewer & Water Improvements	R-000097	1	50,000					50,000
S-000012 - Schnoor Ave Trunk Sewer Rehab	S-000012	1	1,080,000	130,000				1,210,000
S-000996 - Southeast Quad Sewer Improvement	S-000996	4					455,000	455,000
S-000997 - Northeast Quad Sewer Improvement	S-000997	4					208,602	208,602
S-000998 - Northwest Quad Sewer Improvement	S-000998	4					352,000	352,000
SS-00006 - Fairgrounds Lift Station-VFD	SS-00006		140,000					140,000
SS-00008 - 2018 Sewer Manhole Project	SS-00008	1	130,000					130,000
SS-00009 - 2018 Sewer Repairs	SS-00009		3,906,200					3,906,200
SS-00010 - Airport Lift Station Pumps Replacement	SS-00010	2	170,000					170,000
SS-00011 - Mainberry Sewer, Howard to Sunset	SS-00011	2	105,000	640,000				745,000
SS-00012 - Doubletree Sewer, Westberry to Liberty	SS-00012	2	175,000					175,000
SS-00013 - Pecan Ave Parallel Sewer Main	SS-00013			2,046,700				2,046,700
SS-00014 - Ave 13 Sewer Trunk Main Rehab	SS-00014	2	1,000,000	11,241,000				12,241,000
SS-00015 - Sewer Lift Station R&R	SS-00015	3		200,000				200,000
S-STDY-1 - Sewer System Assess/Rehab Phase 2	S-STDY-1	1	140,563					140,563
S-STDY-2 - Sewer Asset Mgmt Software	S-STDY-2	1	75,000					75,000
S-VI-002 - Sewer Main Video Inspection Phase 2	S-VI-002	1	695,000	150,000	150,000	150,000	150,000	1,295,000
<b>Sewer Total</b>			<b>7,666,763</b>	<b>14,407,700</b>	<b>150,000</b>	<b>150,000</b>	<b>1,165,602</b>	<b>23,540,065</b>
<b>Storm Drain</b>								
SD-00017 - G St Storm Drain Improvements	SD-00017	2		170,000		1,361,500		1,531,500
SD-00018 - Sunset Avenue Pipeline	SD-00018	3	287,500		3,162,800			3,450,300
SD-00019 - Lake Street Pipeline Clark to Wessmith	SD-00019	4		40,000	210,000			250,000
SD-00020 - Lake St Pipeline	SD-00020			30,000	150,000			180,000
SD-00021 - Howard Road Storm Drain Pipe	SD-00021	3	568,276	140,000	7,119,250			7,827,526
SD-000997 - NW Quad Storm Drain Improvement	SD-000997	4					7,400,000	7,400,000
SD-000998 - SE Quad Storm Drain Improvements	SD-000998	4					17,500,000	17,500,000
SD-13-PX - Retention Basin Land Acquisition	SD-13-PX	1	40,000	70,000	40,000	40,000		190,000
SD-14-P11 - Granada Dr/Ave 12.5 Retention Basin	SD-14-P11	1		100,000				100,000
SD-15-P7 - Ellis St/Krohn St Retention Basin	SD-15-P7	1	100,000					100,000
<b>Storm Drain Total</b>			<b>995,776</b>	<b>550,000</b>	<b>10,682,050</b>	<b>1,401,500</b>	<b>24,900,000</b>	<b>38,529,326</b>

Category	Project #	Priority	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	Total
<b>Street 3R</b>								
R-000108 - RMRA Seals/Overlays 2025-26		3		132,671	1,670,000			1,802,671
R-000079 - RMRA Seals/Overlays 2021-22	R-000079	2	1,764,768					1,764,768
R-000080 - RMRA Seals/Overlays 2022-23	R-000080	2	2,050,000					2,050,000
R-000081 - 2022-23 City Streets 3R & ADA Project	R-000081	2	1,387,000					1,387,000
R-000098 - RMRA Seals/Overlays 2023-24	R-000098	3	1,595,479					1,595,479
R-000099 - FY24 Street Rehab And Recon Project	R-000099		2,400,000					2,400,000
R-000104 - RMRA Seals/Overlays 2024-25	R-000104	3	1,700,000					1,700,000
<b>Street 3R Total</b>			<b>10,897,247</b>	<b>132,671</b>	<b>1,670,000</b>	<b>0</b>	<b>0</b>	<b>12,699,918</b>

### Streets

R-000010 - Olive Ave Widening-Gateway to Knox	R-000010	1	920,000	1,080,000	6,445,000			8,445,000
R-000032 - UPPR Crossing/Street Approaches	R-000032	1	80,000	80,000	80,000	80,000	80,000	400,000
R-000037 - Raymond Rd Shoulder-n/o Cleveland	R-000037	1	415,150					415,150
R-000046 - Lake St Widening-Fourth to Cleveland	R-000046	1		400,000	400,000	7,200,000		8,000,000
R-000050 - Pine St Reconstr-Howard to Fourth St	R-000050	1	50,000	540,000				590,000
R-000054 - Cleveland Ave Widen-Schnoor to SR99	R-000054	1	60,000	300,000		4,000,000		4,360,000
R-000057 - Lake-Fourth-Central Intersection	R-000057	1	566,000	3,430,000				3,996,000
R-000060 - Storey Rd Shoulder Paving	R-000060	1	470,500					470,500
R-000067 - Pecan Ave Shoulder Paving	R-000067	1	560,000					560,000
R-000082 - Almond Ave Extension - Pine to Stadium	R-000082	1	605,000	200,000	6,100,000			6,905,000
R-000096 - Caltrans Downtown Madera CAPM Project	R-000096	3	2,448,698					2,448,698
RDA-18-02 - Adell St Interconnect, Kennedy & Adell	RDA-18-02	1		265,000				265,000
<b>Streets Total</b>			<b>6,175,348</b>	<b>6,295,000</b>	<b>13,025,000</b>	<b>11,280,000</b>	<b>80,000</b>	<b>36,855,348</b>

### Successor Agency (RDA)

RDA-16-01 - Adell St Utility Project	RDA-16-01	1	50,000	1,735,000				1,785,000
RDA-16-07 - Adelaide Subdivision	RDA-16-07	2			1,598,478			1,598,478
RDA-17-02 - Yosemite Lot Development	RDA-17-02	1		550,970				550,970
<b>Successor Agency (RDA) Total</b>			<b>50,000</b>	<b>2,285,970</b>	<b>1,598,478</b>	<b>0</b>	<b>0</b>	<b>3,934,448</b>

Category	Project #	Priority	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	Total
<b>Traffic Signal/Traffic Safety</b>								
R-000105 - ATP Safe Routes to Schools Project	<i>R-000105</i>	3	310,000	980,000	6,466,000			<b>7,756,000</b>
TS-00022 - 4th St Traffic Signal Interconnect	<i>TS-00022</i>	1		13,300				<b>13,300</b>
TS-00023 - HOPYQ Intersection Traffic Signals	<i>TS-00023</i>	1	259,000	38,000				<b>297,000</b>
TS-00024 - Cleveland/Granada Dr Traffic Signal	<i>TS-00024</i>	1	491,000	58,000				<b>549,000</b>
TS-00030 - Miscellaneous Traffic Safety Items	<i>TS-00030</i>	2	20,000	20,000	20,000	20,000	20,000	<b>100,000</b>
TS-00032 - D St/South St Traffic Signal	<i>TS-00032</i>	2	553,250	60,000				<b>613,250</b>
TS-00034 - Granada Dr Pedestrian Improvements	<i>TS-00034</i>	2	30,000					<b>30,000</b>
TS-00035 - Lake & Sherwood Traffic Signal	<i>TS-00035</i>	3	33,000					<b>33,000</b>
TS-00036 - Ellis & Country Club Improvements	<i>TS-00036</i>	2	68,400	411,300				<b>479,700</b>
<b><u>Traffic Signal/Traffic Safety Total</u></b>			<b>1,764,650</b>	<b>1,580,600</b>	<b>6,486,000</b>	<b>20,000</b>	<b>20,000</b>	<b>9,871,250</b>

## Transit

TRANS-01 - Madera Transit Center	<i>Trans-01</i>	3	111,597					<b>111,597</b>
Trans-10 - AHSC Transit Developments	<i>Trans-10</i>	3	1,409,973					<b>1,409,973</b>
TRANS-11 - Transit Center Charging Station Project	<i>TRANS-11</i>	4		60,000	526,000			<b>586,000</b>
TRANS-12 - Bus Shelter Relocation	<i>TRANS-12</i>	3	400,000					<b>400,000</b>
<b><u>Transit Total</u></b>			<b>1,921,570</b>	<b>60,000</b>	<b>526,000</b>	<b>0</b>	<b>0</b>	<b>2,507,570</b>

## Water

W-000004 - Water Main Upgrades - Locations 13-23	<i>W-000004</i>	1	2,320,000					<b>2,320,000</b>
W-000006 - H St-Water Main Upgrades	<i>W-000006</i>	1	50,000	650,000				<b>700,000</b>
W-000008 - 10th St-Water Main Upgrades	<i>W-000008</i>	1	50,000	1,600,000				<b>1,650,000</b>
W-000009 - Gateway-Riverside River Crossing	<i>W-000009</i>	1	460,000					<b>460,000</b>
W-000026 - Frank Bergon Water Tower	<i>W-000026</i>	1	10,000	710,000				<b>720,000</b>
W-000029 - Downtown Valve Replacement	<i>W-000029</i>	1	390,000					<b>390,000</b>
W-000032 - 2018-19 New Water Meter Installations	<i>W-000032</i>	2	1,590,000					<b>1,590,000</b>
W-000033 - Residential AMR Wtr Meter Replacements	<i>W-000033</i>	1	604,000	1,040,000	1,040,000	575,000		<b>3,259,000</b>
W-000036 - 4th/Gateway Line and Valve	<i>W-000036</i>	1	80,000	990,000				<b>1,070,000</b>
W-000038 - Well 27 Rehabilitation	<i>W-000038</i>	3	165,000	1,810,000				<b>1,975,000</b>
W-000039 - 2022 Year 2 Pipeline Replacements	<i>W-000039</i>	3	2,882,000					<b>2,882,000</b>
W-000040 - 2021 Year 1 Pipeline Replacements	<i>W-000040</i>	3	2,460,000					<b>2,460,000</b>
W-000041 - 2021 Leak Detection CIP	<i>W-000041</i>	2	248,000					<b>248,000</b>
W-000042 - Chlorine Analyzers & Generators	<i>W-000042</i>	3	656,000					<b>656,000</b>
W-000043 - SR145 Water Main Replacements	<i>W-000043</i>	3	5,700,000					<b>5,700,000</b>

Category	Project #	Priority	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	Total
W-000044 - Well 16 Demolition	W-000044		95,000					95,000
W-GW-001 - Water Well 37-Install Pump	W-GW-001	3	2,770,000					2,770,000
W-GW-002 - Water Well 35-Ellis w/o Chapin	W-GW-002	4					3,000,000	3,000,000
W-GW-003 - Sienna Estates Water Well	W-GW-003	4	550,000	2,550,000				3,100,000
W-PSW-45 - Almond Ave Water Main, Pine-Stadium	W-PSW-45	3	88,000	188,000				276,000
W-STDY-2 - Water System Condition Assess/Rehab	W-STDY-2	1	296,000					296,000
W-STDY-3 - Water Asset Mgmt Software	W-STDY-3	1	150,000					150,000
W-T-0001 - Water Storage Tank Installation	W-T-0001	2	255,000	28,400,000	200,000			28,855,000
<b>Water Total</b>			<b>21,869,000</b>	<b>37,938,000</b>	<b>1,240,000</b>	<b>575,000</b>	<b>3,000,000</b>	<b>64,622,000</b>

#### WWTP

WWTP23-01 - WWTP Centrifuge Units	WWTP23-01	2			226,000	1,040,000		1,266,000
WWTP23-02 - Headworks & Pipeline CIPP Lining	WWTP23-02	2	1,198,000					1,198,000
WWTP23-03 - Sludge Belt Thickener	WWTP23-03	2	137,000	640,000				777,000
WWTP23-04 - WWTP Perimeter Fencing	WWTP23-04	4					348,000	348,000
WWTP23-05 - WWTP Waste Gas Flare Unit (Digester)	WWTP23-05	2	115,000	548,000				663,000
WWTP24-01 - 2024 Improvement Project	WWTP24-01	3	270,000					270,000
<b>WWTP Total</b>			<b>1,720,000</b>	<b>1,188,000</b>	<b>226,000</b>	<b>1,040,000</b>	<b>348,000</b>	<b>4,522,000</b>
<b>GRAND TOTAL</b>			<b>68,537,715</b>	<b>72,532,369</b>	<b>44,234,528</b>	<b>32,812,296</b>	<b>33,737,385</b>	<b>251,854,293</b>

## **Attachment 2**

Draft Capital Improvement Program FY 2025/26 to 2029/30 (Web Link)

<https://www.madera.gov/wp-content/uploads/2025/06/FY-2025-26-Capital-Improvement-Plan-1-1.pdf>