REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 21, 2024 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 815 4487 0663#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: David Doughtery, Valley State Prison Chaplain

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

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.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP: 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 – February 7, 2024, February 14, 2024

Recommendation: Approve the City Council Minutes of February 7, 2024 and February 14, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 27, 2024 to February 9, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Terminating the Declaration of the Local State of Emergency related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Terminating the Declaration of the Local Emergency Due to the Closure of the Madera Community Hospital (Report by Arnoldo Rodriguez)

B-5 Acceptance of the Local Government Waste Tire Amnesty Grant Program from the California Department of Resources Recycling and Recovery

Recommendation: Adopt Resolutions:

1. Accepting the grant award in the amount of $90,000; and
2. Amending the City's 2023/24 Budget to reflect revenues and expenditures related to the grant (Report by Giachino Chiaramonte)

B-6 Amendment No. 3 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street, and Central Avenue Intersection

Recommendation: Adopt a Resolution Approving Contract Amendment No. 3 for Professional Engineering Services for $23,388.75 (Report by Keith Helmuth)

B-7 Contract Award for Pavement Distress Survey and Analysis

Recommendation: Adopt a Resolution Awarding the Contract for Pavement Distress Survey and Analysis, City Project No. ENG-000G for $110,900 to Nichols Consulting Engineers (NCE) (Report by Keith Helmuth)

B-8 Consider an Ordinance to Amend Section 8-7.08 (D) of the Madera Municipal Code Involving Delinquent Date for Payment of Municipal Utilities

Recommendation: Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera Amending Section 8-7.08 (D) of the Madera Municipal Code to Change Utility Bill Payment Dates by Title Only (Report by Michael Lima)

B-9 Second Reading and Adoption of an Ordinance to Rezone ±57.53 Acres of Property Located on the Southwest Corner of the Intersection of West Pecan Avenue and Stadium Road (Rd 26½) (REZ 2023-04)

Recommendation: Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera Approving Rezone 2022-04 Amending the City of Madera Zoning Map to Rezone Approximately 57.53-acre of Property (APN[S]: 012-480-008 & 012-480-009) from the R-1 (Residential, One unit for Each 6,000 square feet of site area) to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) Zone District, by Title Only (Report by Will Tackett)

C. PUBLIC HEARINGS:

C-1 6:45 P.M. - Public Hearing No. 5 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to Receive Public Input on District Boundaries to Account for Property Annexed to the City (Report by Alicia Gonzales)

C-2 Adoption of Updated District Boundary to Include Property Annexed into the City

Recommendation: Introduce, by Title Only, an Ordinance of the City Council of the City of Madera Amending Subsection C (1) of Section 2-1.21 of the City Municipal Code to Adopt Revised District Boundaries, and Waive the First Reading (Report by Alicia Gonzales)

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

D-1 Piggyback Purchase Agreement for Police Department Firearm Purchase

Recommendation: Adopt a Resolution Approving Purchasing Cooperative of America (PCA) Piggyback Agreement OD-337-21 for the Purchase of New Police Firearms from Proforce Marketing, Inc. DBA Proforce Law Enforcement (Proforce) for $94,626.96 (Report by Giachino Chiaramonte)

E. ADMINISTRATIVE REPORTS:

E-1 Spanish Language Interpretation at City Council Meetings

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, March 6, 2024
- Wednesday, March 20, 2024

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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for February 21, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 8:30 p.m. on February 15, 2024.

Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	02/07/2024
Adopted:	02/21/2024

Minutes of a Regular Meeting of the Madera City Council

February 7, 2024 **Council Chambers**
6:00 p.m. **City Hall**

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

ROLL CALL:

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

Absent: Councilmember Anita Evans, District 4

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Public Works Director Ismael Hernandez, Wastewater Treatment Plant Manager Gabriel Bostan, Senior Planner Robert Smith, Assistant Engineer Raquel Cardenas and Police Lieutenant Alicia Videgain.

INVOCATION: Chaplain David Doughtery, Valley State Prison

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MEJIA, THE AGENDA WAS APPROVED BY A 5/0 VOTE. AGENDA ITEMS E-3 AND THEN E-2 WILL BE HEARD AFTER THE CONSENT CALENDARE. NOES: NONE. ABSENT: COUNCILMEMBERS MONTES AND EVEANS. ABSTAIN: NONE.

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing February as Black History Month
2. Mid Valley Disposal Recycler of the Year Award
3. Madera County Arts Authority Update – The video that Chairman of the Board Julia O'Kane brought for Council viewing kept glitching, so Ms. O'Kane said she would bring it back to Council at a later date.

INTRODUCTIONS: None

A. WORKSHOP: 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.

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

B-1 Minutes – January 17, 2024

Recommendation: Approve the City Council Minutes of January 17, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 6, 2024 to January 26, 2024 (Report by Michael Lima)

B-3 Piggyback Purchase Agreements for Fleet Division-related Purchases

Recommendation: Adopt a Resolution Approving State of California Piggyback Agreements for the Purchase of Six Pickup Trucks and an Accompanying Appropriations Amendment Increasing Various Budgets to Pay for Additional Costs Associated with these Vehicle Purchases (Report by Michael Lima)

RES 24-18 RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENT FOR THE PURCHASE OF PICKUPS FOR THE BUILDING, PARKS, WATER MAINTENANCE, WATER QUALITY, PUBLIC WORKS DIRECTOR, AND CODE ENFORCEMENT DEPARTMENTS

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

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

B-5 Adoption of Updated City of Madera Full Time Salary Schedule

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule Reflecting a Two Percent (2%) Cost-of-Living Adjustment effective December 30, 2023, for Certain Positions (Report by Wendy Silva)

RES 24-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE DECEMBER 30, 2023

B-6 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

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

RES 24-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

B-7 Amendment No. 2 to an Agreement with Beyaz and Patel Inc. Regarding the Loy Cook Water Tower

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Consultant Services Agreement with Beyaz & Patel Inc. for the Preparation of Engineering Plans and Specifications for the Renovation of the Loy Cook Water Tower (Report by Keith Helmuth)

RES 24-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT WITH BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE RENOVATION OF THE LOY COOK WATER TOWER

B-8 Budget Amendment to Allow Reimbursement to Origo Cold Madera Phase I, LLC for Certain Improvements Associated with Amond World

Recommendation: Adopt a Resolution Approving a Budget Amendment Increase of $536,569.30 for the Purpose of Reimbursing Origo Cold Madera Phase I,

LLC for Certain Improvements Completed in Connection to the Reimbursement Agreement (Agreement) (Report by Keith Helmuth)

RES 24-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR REIMBURSEMENT OF IMPROVEMENTS TO ORIGO COLD MADERA, PHASE I, LLC ASSOCIATED WITH THE AMOND WORLD PROJECT

C. PUBLIC HEARINGS:

C-1 6:45 P.M. - Public Hearing No. 4 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to Receive Public Input on District Boundaries to Account for Property Annexed to the City (Report by Alicia Gonzales)

No Public Comment was presented. Public Comment was closed.

C-2 Consideration of Rezone Application No. REZ 2022-04 for ±57.53 Acres of Property Located on the Southwest Corner of the Intersection of West Pecan Avenue and Stadium Road (Rd 26½) and associated Mitigated Negative Declaration

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

1. Waive Full Reading and Introduce an Ordinance of the City Council approving Rezone 2022-04 amending the Official Zoning Map of the City of Madera to rezone the ±57.53-acre Project Site from the R-1 (Residential, One unit for Each 6,000 square feet of site area) zone district to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district (Report by Will Tackett)

Mayor Pro Tem Gallegos recused herself from this item and left the room. She returned after this item was voted on.

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-2 WAS APPROVED BY A 5/1 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: MAYOR PRO TEM GALLEGOS.

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE 2022-04 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 57.53 ACRES OF PROPERTY (APN[S]: 012-480-008 & 012-480-009) FROM THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) TO THE PD-4500 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 4,500 SQUARE FEET OF SITE AREA) ZONE DISTRICT

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

D-1 California Partnership for the San Joaquin Valley Nominees

Recommendation: Adopt a Minute Order nominating two Councilmembers for the selection process to fill a vacancy on the California Partnership for the San Joaquin Valley (Report by Arnoldo Rodriguez)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, COUNCILMEMBERS MEJIA AND MONTES WERE NOMINATED. ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

D-2 Consider an Ordinance to Amend Section 8-7.08 (D) of the Madera Municipal Code Involving Delinquent Date for Payment of Municipal Utilities

Recommendation: Waive Full Reading and Introduce an Ordinance Amending Section 8-7.08 (D) of the Madera Municipal Code to Change Utility Bill Payment Dates (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 8-7.08 (D) OF THE MADERA MUNICIPAL CODE TO CHANGE UTILITY BILL PAYMENT DATES

D-3 Contract Award for Engineering Services at Wastewater Treatment Facility

Recommendation: Adopt a Resolution Awarding a Contract for Engineering Services at the Wastewater Treatment Facility in Response to Request for Proposal (RFP) No. 202324-19 to Stantec Consulting Services, Inc., for $582,000.00 (Report by Ismael Hernandez)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 24-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A CONTRACT FOR ENGINEERING SERVICES AT THE WASTEWATER TREATMENT FACILITY IN RESPONSE TO REQUEST FOR PROPOSAL (RFP) NO. 202324-19 TO STANTEC CONSULTING SERVICES, INC.

D-4 Indemnification and Cost Recovery Agreements for Commercial Cannabis Business (CCB) Permits

Recommendation: Adopt a Resolution Approving the Indemnification and Cost Recovery Agreements between the City of Madera and Commercial Cannabis Business (CCB) Permit Recipients in Accordance with Section 6-5.34 of the City Municipal Code (CMC) (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 24-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING INDEMNIFICATION AND COST RECOVERY AGREEMENTS BETWEEN THE CITY OF MADERA AND STANDARD RETAIL OR MICROBUSINESS AND SOCIAL EQUITY COMMERCIAL CANNABIS BUSINESS PERMIT RECIPIENTS (APPLICANTS)

D-5 Agreement with Juarez Brothers General Engineering for McNally Park Basketball Courts Reconstruction Project

Recommendation: Adopt a Resolution Awarding a Contract under Invitation for Bids (IFB) No. 202324-24 to Juarez Brothers General Engineering for the McNally Park Basketball Courts Reconstruction for $218,353.00 (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 24-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION AWARDING IFB NO. 202324-24 TO JUAREZ BROTHERS GENERAL ENGINEERING, INC. FOR THE MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION FOR $218,353

E. <u>ADMINISTRATIVE REPORTS:</u>

E-1 Select Proclamation Recipients for the Month of March 2024

Recommendation: Request for Councils selection of recipients for the Proclamation Recognizing Red Cross Month and the Proclamation Recognizing Women's History Month (Report by Alicia Gonzales)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE RECIPIENT OF THE RED CROSS MONTH PROCLAMATION WILL BE CATRINA OR GAIL WHO ARE THE MADERA REPRESENTATIVES. ITEM WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER MEJIA AND SECONDED BY COUNCILMEMBER MONTES, THE RECIPIENT OF THE WOMEN'S HISTORY MONTH PROCLAMATION WILL BE GAIL McINTYRE. ITEM WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

E-2 Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine

Recommendation: Adopt a Minute Order Approving a Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine (Report by Alicia Gonzales)

A member of the public spoke in favor of the proclamation.

Omair Javaid of the Madera Islamic Center thanked Council for this discussion item.

Theodore Nassar, M.D. an OB/GYN physician of 44 years in Madera spoke in favor of the proclamation.

Razan Kaileh a physician in Madera spoke in favor of the proclamation.

Mohammad Ashraf, M.D., a physician in Madera spoke in favor of the proclamation.

Lori Garcia, a retired teacher spoke in favor of the proclamation.

Lutfi Escheik (Lefty) of Madera Unified School District spoke in favor of the proclamation.

A member of the public, a civil engineer, spoke in favor of the proclamation.

Jahayla (child) read a story on the conflict. She was in favor of the proclamation.

Hanan read a poem she wrote. She was in favor of the proclamation.

Siddique Qadri, M.D. spoke in favor of the proclamation.

A member of the public, owner of Service Master, spoke in favor of the proclamation.

Michelle Garcia empathizes with both sides of the conflict and feels a proclamation would not help.

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

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER VILLEGAS TO ADOPT ITEM E-2 AS PRESENTED FAILED BY A 2/2 VOTE. NOES: COUNCILMEMBERS RODRIGUEZ AND MONTES. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: MAYOR PRO TEM GALLEGOS AND COUNCILMEMBER MEJIA.

THE MOTION FAILED WITH THE FOLLOWING ROLL CALL VOTE:

YES: 2 -	COUNCILMEMBER VILLEGAS MAYOR GARCIA
NO: 2 -	COUNCILMEMBER RODRIGUEZ COUNCILMEMBER MONTES
ABSTAIN: 2 -	MAYOR PRO TEM GALLEGOS COUNCILMEMBER MEJIA
ABSENT: 1 -	COUNCILMEMBER EVANS

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-2 TO FORM A COMMITTEE COMPRISED OF MAYOR GARCIA, COUNCILMEMBER RODRIGUEZ, CITY MANAGER OR HIS DESIGNEE AND OMAIR JAVAID AND/OR DESIGNEE TO DISCUSS AN INCLUSIVE CEASE FIRE PROCLAMATION WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

E-3 Caltrans State Route 145 Yosemite Avenue Project Update

Recommendation: This report is submitted to the City Council (Council) to provide an update on the progress of the Caltrans State Route 145 Yosemite Avenue Project (Project) (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

E-4 Informational Report on Madera City Fire Activities

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

No Public Comment was presented. Public Comment was closed.

E-5 Madera County Economic Development Commission 2024/25 Annual Basic Service Level Budget

Recommendation: The EDC recommends the City Council Adopt a Minute Order Approving the 2024/25 Basic Service Level Budget as Submitted (Report by Darren Rose)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM E-5 WAS APPROVED UNANIMOUSLY BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

F. <u>COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS</u>:

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

Mayor Pro Tem Gallegos recognized the work that the Water Division crew is doing in connection with water breaks throughout the City. She expressed her condolences to the families of Steve Copland, Steve Sagouspe and condolences to (Board of Supervisors) Chief of Staff Nick Salinas on the passing of his mother.

Councilmember Rodriguez expressed his condolences to the families of Steve Copland and Steve Sagouspe. Covid is still out there, and everyone needs to take precautions.

Councilmember Montes expressed his condolences to the families of Steve Copland, Steve Sagouspe and condolences to (Board of Supervisors) Chief of Staff Nick Salinas on the passing of his mother.

Councilmember Mejia had nothing to report.

Councilmember Villegas stated he will be attending a meeting on March 22nd regarding air quality in the Yosemite Valley. He will also be attending a meeting in June on the same topic.

Mayor Garcia mentioned the Police Department awards and promotions event and congratulated the Madera County Agriland Fire Station on their opening.

G. <u>CLOSED SESSION</u>: None

ADJOURNMENT: Meeting was adjourned at 9:25 p.m.

UPCOMING MEETING DATES:

- Wednesday, February 21, 2024
- Wednesday, March 6, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	02/14/2024s
Adopted:	02/21/2024

Minutes of a Special Meeting of the Madera City Council

February 14, 2024 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 845 7632 9530#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin and Chief of Police Giachino Chiaramonte.

INVOCATION: David Dougherty, CDC Chaplain

PLEDGE OF ALLEGIANCE: Councilmember Villegas

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM GALLEGOS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

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.

A. ADMINISTRATIVE REPORTS:

A-1 Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Gaza

Recommendation: Adopt a Minute Order approving a Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Gaza (Report by Alicia Gonzales)

A member of the public thanked Council for their time and consideration on this item.

A member of the public spoke in favor of the proclamation.

Lori Garcia told a story of a child in Gaza who asked for help but assistance was not able to reach her in time. Ms. Garcia spoke in favor of the proclamation.

Yasser, stated that one of his family members has been killed in Gaza. He spoke in favor of the proclamation.

A member of the public spoke in favor of the proclamation.

Leila Gawish spoke in favor of the proclamation.

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

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER MEJIA, ITEM A-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

ADJOURNMENT: Meeting was adjourned at 6:41 p.m.

UPCOMING MEETING DATES:

- Wednesday, February 21, 2024
- Wednesday, March 6, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for January 27, 2024 to February 9, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of January 27, 2024 to February 9, 2024 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	38361 – 38507	$3,097,975.68

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$660,712.81
SDI	EDD	$2,222.44
CalPERS Payment	CalPERS	$144,349.56

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2023/2024 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 2023/2024 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

February 21, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
38361	02/01/2024	PD OPS	PD OPS	VASQUEZ, RYAN	PER DIEM - FORCE OPTIONS USE OF FORCE/DE-ESCLATION	$	296.25
38362	02/01/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$	5,320.00
38363	02/01/2024	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	375.65
38363	02/01/2024	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	3,977.86
38363	02/01/2024	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	7,667.01
38363	02/01/2024	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	3,031.18
38363	02/01/2024	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	237.47
38363	02/01/2024	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	568.33
38363	02/01/2024	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	733.72
38363	02/01/2024	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	733.72
38363	02/01/2024	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	948.94
38363	02/01/2024	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	948.94
38363	02/01/2024	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	237.46
38363	02/01/2024	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	237.47
38363	02/01/2024	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	474.92
38363	02/01/2024	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	237.43
38363	02/01/2024	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	1,057.84
38363	02/01/2024	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	636.68
38363	02/01/2024	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES 01/24	$	4,618.22
38364	02/01/2024	HR/RISK MGT	PD OPS	BIANCHI, BRANDON	TUITION REIMBURSEMENT	$	918.00
38365	02/01/2024	FIRE	MEAS K - FIRE	HARRY D. WILSON INC.	2023 HONDA PIONEER SIDE BY SIDE	$	23,703.50
38366	02/01/2024	ENGINEERING	LTF - STREETS	JEFFREY SCOTT ADVERTISING	CTA & MEASURE T VIDEO	$	9,250.00
38367	02/01/2024	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	$	3,750.00
38368	02/01/2024	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	FY23/24 SPORTS PROGRAM APPAREL	$	3,553.96
38369	02/01/2024	PD OPS	CODE ENF	DIEBERTS CREATIVE COPY INC	DOOR HANGERS - CE	$	186.55
38370	02/01/2024	PD OPS	MEAS K - PD	TIM J LAW	EMPLOYMENT BACKGROUND	$	800.00
38371	02/01/2024	PD OPS	ANIMAL CONTROL	NVA FRESNO VETERINARY MANAGEMENT, LLC	VETERINARY CARE SERVICES	$	353.64
38372	02/01/2024	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	12/23 TRANSIT OPERATOR	$	93,527.87
38372	02/01/2024	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	12/23 TRANSIT OPERATOR	$	56,430.39
38373	02/01/2024	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	$	422.00
38374	02/01/2024	FACILITIES	PARKS	PRESTIGE CUSTOM GLASS	REPLACE DOOR - PW	$	4,324.62
38375	02/01/2024	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	EXAM - 23M-08880	$	1,000.00
38376	02/01/2024	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$	670.75
38377	02/01/2024	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK DIESEL	$	5,933.49
38378	02/01/2024	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	$	900.00
38379	02/01/2024	FLEET MAINT	FLEET MAINT	GARTON TRACTOR INC	MOWER DECK #4005	$	4,554.60
38380	02/01/2024	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MONTHLY MAINTENANCE	$	1,875.00
38381	02/01/2024	PD OPS	PD OPS	SILAS VARELA	PER DIEM - DEFENSIVE TACTICS	$	396.75
38382	02/01/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$	39.00
38382	02/01/2024	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$	39.00
38382	02/01/2024	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$	351.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38382	02/01/2024	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 78.00
38382	02/01/2024	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 117.00
38382	02/01/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 78.00
38382	02/01/2024	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 78.00
38382	02/01/2024	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 19.50
38382	02/01/2024	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 19.50
38382	02/01/2024	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 833.00
38382	02/01/2024	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 39.00
38382	02/01/2024	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	12/23 PEST CONTROL SERVICES	$ 39.00
38383	02/01/2024	ENGINEERING	WATER CAPITAL OUTLAY	ALESHIRE & WYNDER LLP	TITLE REPORT - APN 038-030-028	$ 1,000.00
38384	02/01/2024	PD OPS	HEALTH AND WELLNESS	OGAWA USA INC	CHAIRS FOR HEALTH & WELLNESS ROOM	$ 14,156.94
38385	02/01/2024	FIRE	MEAS K - FIRE	BURTON'S FIRE, INC	REPAIRS TRUCK #58	$ 12,285.59
38386	02/01/2024	GRANTS	CDBG PUBLIC SVC	MADERA COUNTY ASSOCIATION OF REALTORS	CDBG FY 23/24 MADERA COUNTY REALTORS - DPA	$ 5,000.00
38387	02/01/2024	PARKS ADMIN	GOLF COURSE CAPITAL	SPS MADERA GROUP INC	MAINTENANCE REPAIRS - MUNICIPAL GOLF COURSE	$ 2,725.00
38388	02/01/2024	FLEET MAINT	FLEET MAINT	NICK MATULA	TOOL ALLOWANCE REIMBURSEMENT	$ 300.00
38389	02/01/2024	PD OPS	PD OPS	JEREMY TRINH	PER DIEM - FORCE OPTIONS USE OF FORCE/DE-ESCLATION	$ 296.25
38390	02/01/2024	FINANCE	AIRPORT OPS	AT&T	09/23 SERVICE 831-000-6408-576	$ 542.26
38390	02/01/2024	FINANCE	AIRPORT OPS	AT&T	10/23 SERVICE 831-000-6408-576	$ 542.71
38390	02/01/2024	FINANCE	AIRPORT OPS	AT&T	11/23 SERVICE 831-000-6408-576	$ 542.26
38390	02/01/2024	FINANCE	AIRPORT OPS	AT&T	12/23 SERVICE 831-000-6408-576	$ 544.68
38390	02/01/2024	FINANCE	BUILDING	AT&T	09/23 SERVICE 831-000-6408-576	$ 110.34
38390	02/01/2024	FINANCE	BUILDING	AT&T	10/23 SERVICE 831-000-6408-576	$ 110.43
38390	02/01/2024	FINANCE	BUILDING	AT&T	11/23 SERVICE 831-000-6408-576	$ 110.34
38390	02/01/2024	FINANCE	BUILDING	AT&T	12/23 SERVICE 831-000-6408-576	$ 110.84
38390	02/01/2024	FINANCE	CITY ATTORNEY	AT&T	09/23 SERVICE 831-000-6408-576	$ 35.94
38390	02/01/2024	FINANCE	CITY ATTORNEY	AT&T	10/23 SERVICE 831-000-6408-576	$ 35.97
38390	02/01/2024	FINANCE	CITY ATTORNEY	AT&T	11/23 SERVICE 831-000-6408-576	$ 35.94
38390	02/01/2024	FINANCE	CITY ATTORNEY	AT&T	12/23 SERVICE 831-000-6408-576	$ 36.10
38390	02/01/2024	FINANCE	CITY CLERK	AT&T	09/23 SERVICE 831-000-6408-576	$ 30.27
38390	02/01/2024	FINANCE	CITY CLERK	AT&T	10/23 SERVICE 831-000-6408-576	$ 30.29
38390	02/01/2024	FINANCE	CITY CLERK	AT&T	11/23 SERVICE 831-000-6408-576	$ 30.27
38390	02/01/2024	FINANCE	CITY CLERK	AT&T	12/23 SERVICE 831-000-6408-576	$ 30.40
38390	02/01/2024	FINANCE	CODE ENF	AT&T	09/23 SERVICE 831-000-6408-576	$ 604.68
38390	02/01/2024	FINANCE	CODE ENF	AT&T	10/23 SERVICE 831-000-6408-576	$ 605.18
38390	02/01/2024	FINANCE	CODE ENF	AT&T	11/23 SERVICE 831-000-6408-576	$ 604.68
38390	02/01/2024	FINANCE	CODE ENF	AT&T	12/23 SERVICE 831-000-6408-576	$ 607.38
38390	02/01/2024	FINANCE	COMM & REC	AT&T	09/23 SERVICE 831-000-6408-576	$ 1,689.20
38390	02/01/2024	FINANCE	COMM & REC	AT&T	10/23 SERVICE 831-000-6408-576	$ 1,690.60
38390	02/01/2024	FINANCE	COMM & REC	AT&T	11/23 SERVICE 831-000-6408-576	$ 1,689.20
38390	02/01/2024	FINANCE	COMM & REC	AT&T	12/23 SERVICE 831-000-6408-576	$ 1,696.74
38390	02/01/2024	FINANCE	COMPUTER MAINT	AT&T	09/23 SERVICE 831-000-6408-576	$ 114.13
38390	02/01/2024	FINANCE	COMPUTER MAINT	AT&T	10/23 SERVICE 831-000-6408-576	$ 114.22
38390	02/01/2024	FINANCE	COMPUTER MAINT	AT&T	11/23 SERVICE 831-000-6408-576	$ 114.13
38390	02/01/2024	FINANCE	COMPUTER MAINT	AT&T	12/23 SERVICE 831-000-6408-576	$ 114.64

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38390	02/01/2024	FINANCE	ENGINEERING	AT&T	09/23 SERVICE 831-000-6408-576	$ 253.47
38390	02/01/2024	FINANCE	ENGINEERING	AT&T	10/23 SERVICE 831-000-6408-576	$ 253.68
38390	02/01/2024	FINANCE	ENGINEERING	AT&T	11/23 SERVICE 831-000-6408-576	$ 253.47
38390	02/01/2024	FINANCE	ENGINEERING	AT&T	12/23 SERVICE 831-000-6408-576	$ 254.61
38390	02/01/2024	FINANCE	FINANCE	AT&T	09/23 SERVICE 831-000-6408-576	$ 86.38
38390	02/01/2024	FINANCE	FINANCE	AT&T	10/23 SERVICE 831-000-6408-576	$ 86.45
38390	02/01/2024	FINANCE	FINANCE	AT&T	11/23 SERVICE 831-000-6408-576	$ 86.38
38390	02/01/2024	FINANCE	FINANCE	AT&T	12/23 SERVICE 831-000-6408-576	$ 86.77
38390	02/01/2024	FINANCE	FIRE	AT&T	09/23 SERVICE 831-000-6408-576	$ 1,085.15
38390	02/01/2024	FINANCE	FIRE	AT&T	10/23 SERVICE 831-000-6408-576	$ 1,086.05
38390	02/01/2024	FINANCE	FIRE	AT&T	11/23 SERVICE 831-000-6408-576	$ 1,085.15
38390	02/01/2024	FINANCE	FIRE	AT&T	12/23 SERVICE 831-000-6408-576	$ 1,090.00
38390	02/01/2024	FINANCE	GRANT OVERSIGHT	AT&T	09/23 SERVICE 831-000-6408-576	$ 105.93
38390	02/01/2024	FINANCE	GRANT OVERSIGHT	AT&T	10/23 SERVICE 831-000-6408-576	$ 106.02
38390	02/01/2024	FINANCE	GRANT OVERSIGHT	AT&T	11/23 SERVICE 831-000-6408-576	$ 105.93
38390	02/01/2024	FINANCE	GRANT OVERSIGHT	AT&T	12/23 SERVICE 831-000-6408-576	$ 106.40
38390	02/01/2024	FINANCE	HR/RISK MGT	AT&T	09/23 SERVICE 831-000-6408-576	$ 71.88
38390	02/01/2024	FINANCE	HR/RISK MGT	AT&T	10/23 SERVICE 831-000-6408-576	$ 71.94
38390	02/01/2024	FINANCE	HR/RISK MGT	AT&T	11/23 SERVICE 831-000-6408-576	$ 71.88
38390	02/01/2024	FINANCE	HR/RISK MGT	AT&T	12/23 SERVICE 831-000-6408-576	$ 72.20
38390	02/01/2024	FINANCE	PLANNING	AT&T	09/23 SERVICE 831-000-6408-576	$ 92.69
38390	02/01/2024	FINANCE	PLANNING	AT&T	10/23 SERVICE 831-000-6408-576	$ 92.77
38390	02/01/2024	FINANCE	PLANNING	AT&T	11/23 SERVICE 831-000-6408-576	$ 92.69
38390	02/01/2024	FINANCE	PLANNING	AT&T	12/23 SERVICE 831-000-6408-576	$ 93.10
38390	02/01/2024	FINANCE	UB - GARBAGE	AT&T	09/23 SERVICE 831-000-6408-576	$ 210.60
38390	02/01/2024	FINANCE	UB - GARBAGE	AT&T	10/23 SERVICE 831-000-6408-576	$ 210.79
38390	02/01/2024	FINANCE	UB - GARBAGE	AT&T	11/23 SERVICE 831-000-6408-576	$ 210.60
38390	02/01/2024	FINANCE	UB - GARBAGE	AT&T	12/23 SERVICE 831-000-6408-576	$ 211.54
38390	02/01/2024	FINANCE	UB - SEWER	AT&T	09/23 SERVICE 831-000-6408-576	$ 210.60
38390	02/01/2024	FINANCE	UB - SEWER	AT&T	10/23 SERVICE 831-000-6408-576	$ 210.77
38390	02/01/2024	FINANCE	UB - SEWER	AT&T	11/23 SERVICE 831-000-6408-576	$ 210.60
38390	02/01/2024	FINANCE	UB - SEWER	AT&T	12/23 SERVICE 831-000-6408-576	$ 211.54
38390	02/01/2024	FINANCE	UB - WATER	AT&T	09/23 SERVICE 831-000-6408-576	$ 421.20
38390	02/01/2024	FINANCE	UB - WATER	AT&T	10/23 SERVICE 831-000-6408-576	$ 421.55
38390	02/01/2024	FINANCE	UB - WATER	AT&T	11/23 SERVICE 831-000-6408-576	$ 421.20
38390	02/01/2024	FINANCE	UB - WATER	AT&T	12/23 SERVICE 831-000-6408-576	$ 423.08
38390	02/01/2024	FINANCE	CITY MANAGER	AT&T	09/23 SERVICE 831-000-6408-576	$ 35.94
38390	02/01/2024	FINANCE	CITY MANAGER	AT&T	10/23 SERVICE 831-000-6408-576	$ 35.97
38390	02/01/2024	FINANCE	CITY MANAGER	AT&T	11/23 SERVICE 831-000-6408-576	$ 35.94
38390	02/01/2024	FINANCE	CITY MANAGER	AT&T	12/23 SERVICE 831-000-6408-576	$ 36.10
38390	02/01/2024	FINANCE	PD OPS	AT&T	09/23 SERVICE 831-000-6408-576	$ 604.68
38390	02/01/2024	FINANCE	PD OPS	AT&T	10/23 SERVICE 831-000-6408-576	$ 605.18
38390	02/01/2024	FINANCE	PD OPS	AT&T	11/23 SERVICE 831-000-6408-576	$ 604.68
38390	02/01/2024	FINANCE	PD OPS	AT&T	12/23 SERVICE 831-000-6408-576	$ 607.38

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38391	02/01/2024	PD OPS	PD OPS	AT&T	12/23 CALNET 3 SERVICE 9391064552	$ 284.97
38392	02/01/2024	FINANCE	BUILDING	AT&T	12/23 FIRSTNET SVS 287302656036	$ 150.30
38392	02/01/2024	FINANCE	CITY CLERK	AT&T	12/23 FIRSTNET SVS 287302656036	$ 90.14
38392	02/01/2024	FINANCE	CITY COUNCIL	AT&T	12/23 FIRSTNET SVS 287302656036	$ 281.68
38392	02/01/2024	FINANCE	CODE ENF	AT&T	12/23 FIRSTNET SVS 287302656036	$ 45.07
38392	02/01/2024	FINANCE	COMPUTER MAINT	AT&T	12/23 FIRSTNET SVS 287302656036	$ 1,225.48
38392	02/01/2024	FINANCE	ENGINEERING	AT&T	12/23 FIRSTNET SVS 287302656036	$ 285.71
38392	02/01/2024	FINANCE	FACILITIES MAINT	AT&T	12/23 FIRSTNET SVS 287302656036	$ 796.37
38392	02/01/2024	FINANCE	FINANCE	AT&T	12/23 FIRSTNET SVS 287302656036	$ 185.51
38392	02/01/2024	FINANCE	FLEET MAINT	AT&T	12/23 FIRSTNET SVS 287302656036	$ 45.07
38392	02/01/2024	FINANCE	GRANT OVERSIGHT	AT&T	12/23 FIRSTNET SVS 287302656036	$ 95.17
38392	02/01/2024	FINANCE	HR/RISK MGT	AT&T	12/23 FIRSTNET SVS 287302656036	$ 90.34
38392	02/01/2024	FINANCE	PARKS	AT&T	12/23 FIRSTNET SVS 287302656036	$ 195.48
38392	02/01/2024	FINANCE	PLANNING	AT&T	12/23 FIRSTNET SVS 287302656036	$ 45.07
38392	02/01/2024	FINANCE	STREETS	AT&T	12/23 FIRSTNET SVS 287302656036	$ 50.10
38392	02/01/2024	FINANCE	UB - GARBAGE	AT&T	12/23 FIRSTNET SVS 287302656036	$ 11.26
38392	02/01/2024	FINANCE	UB - SEWER	AT&T	12/23 FIRSTNET SVS 287302656036	$ 11.27
38392	02/01/2024	FINANCE	UB - WATER	AT&T	12/23 FIRSTNET SVS 287302656036	$ 22.54
38392	02/01/2024	FINANCE	WWTP	AT&T	12/23 FIRSTNET SVS 287302656036	$ 50.10
38392	02/01/2024	FINANCE	CITY MANAGER	AT&T	12/23 FIRSTNET SVS 287302656036	$ 90.34
38392	02/01/2024	FINANCE	PD OPS	AT&T	12/23 FIRSTNET SVS 287302965625	$ 5,694.56
38393	02/01/2024	HR/RISK MGT	PD OPS	ADAMS, MARK	TUITION REIMBURSEMENT	$ 459.00
38394	02/01/2024	PW ADMIN	AIRPORT CAPITAL PROJECTS	AGEE CONSTRUCTION CO.,INC	MADERA MUNICIPAL AIRPORT - DRAINAGE	$ 8,075.00
38395	02/01/2024	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	$ 278.00
38396	02/01/2024	ENGINEERING	SEWER CAPITAL OUTLAY	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	$ 6,185.00
38397	02/01/2024	WWTP	WWTP	BOGIE'S PUMP SYSTEMS	GRIT PUMP REPLACEMENT	$ 17,753.11
38398	02/01/2024	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - CAL-TRANS	$ 136.53
38399	02/01/2024	FACILITIES	AQUATICS PROGRM	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - JWYC	$ 488.39
38400	02/01/2024	CITY ADMIN	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - EDC SESSION #2	$ 425.50
38401	02/01/2024	CITY ADMIN	GENERAL FUND	CNA SURETY	PUBLIC OFFICIAL BOND - 2024	$ 2,187.50
38401	02/01/2024	CITY ADMIN	CITY MANAGER	CNA SURETY	PUBLIC OFFICIAL BOND - 2024	$ 1,312.50
38402	02/01/2024	FINANCE	PD OPS	COMCAST	12/23 SVS 8155500320092096	$ 179.23
38403	02/01/2024	PD OPS	PD OPS	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS - 11/23	$ 175.00
38404	02/01/2024	HR/RISK MGT	PARKS	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	ANNUAL AUDIOGRAMS	$ 251.50
38404	02/01/2024	HR/RISK MGT	PD OPS	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	ANNUAL AUDIOGRAMS	$ 67.50
38405	02/01/2024	INFO SERVICES	COMPUTER MAINT	DELL COMPUTER CORPORATION	DELL EQUIPMENT	$ 5,498.34
38406	02/01/2024	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	1ST QTR ACTUAL BILLING FOR CITY CONTRACT FY 23/24	$ 1,027,245.06
38406	02/01/2024	FIRE	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	1ST QTR ACTUAL BILLING FOR CITY CONTRACT FY 23/24	$ 513,622.52
38407	02/01/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$ 80.00
38407	02/01/2024	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - WAREHOUSES	$ 63.75
38407	02/01/2024	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - WAREHOUSES	$ 63.75
38407	02/01/2024	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - WAREHOUSES	$ 63.75
38407	02/01/2024	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - WAREHOUSES	$ 63.75
38408	02/01/2024	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	01/24 POWER SWEEPING	$ 387.00

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38408	02/01/2024	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	01/24 POWER SWEEPING	$ 387.00
38409	02/01/2024	PW ADMIN	WWTP	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - WWTP	$ 7,056.45
38410	02/01/2024	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL BULBS	$ 857.34
38411	02/01/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE - 99180111	$ 150.00
38411	02/01/2024	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9926188	$ 200.00
38411	02/01/2024	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9894051	$ 100.00
38411	02/01/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9915986	$ 200.00
38411	02/01/2024	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9909988	$ 200.00
38411	02/01/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9919324	$ 200.00
38411	02/01/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/24 UTILITY SERVICE - 3040441-500276	$ 121.37
38411	02/01/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/24 UTILITY SERVICE - 3040431-500276	$ 99.00
38411	02/01/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/24 UTILITY SERVICE - 3040421-500276	$ 53.47
38412	02/01/2024	FINANCE	PD OPS	MADERA COUNTY TREASURER	09/23 COUNTY'S PORTION OF PARKING PENALTIES PAID	$ 219.50
38412	02/01/2024	FINANCE	PD OPS	MADERA COUNTY TREASURER	10/23 COUNTY'S PORTION OF PARKING PENALTIES PAID	$ 538.00
38412	02/01/2024	FINANCE	PD OPS	MADERA COUNTY TREASURER	11/23 COUNTY'S PORTION OF PARKING PENALTIES PAID	$ 44.00
38413	02/01/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - DISPATCHER	$ 79.80
38414	02/01/2024	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 09/23	$ 1,140.12
38414	02/01/2024	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 10/23	$ 1,261.73
38414	02/01/2024	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 11/23	$ 778.73
38414	02/01/2024	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 09/23	$ 1,140.11
38414	02/01/2024	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 10/23	$ 1,261.72
38414	02/01/2024	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANSIT - 11/23	$ 778.73
38415	02/01/2024	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 395.87
38416	02/01/2024	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 16,109.50
38416	02/01/2024	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 2,128.26
38417	02/01/2024	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENTS	$ 12,610.00
38418	02/01/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 55.47
38418	02/01/2024	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 596.92
38418	02/01/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 2,567.50
38418	02/01/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 1,094.98
38418	02/01/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 4,639.33
38418	02/01/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 1715785853-5	$ 1,333.50
38418	02/01/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/23 SERVICE 1715785853-5	$ 1,547.81
38418	02/01/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 297.30
38418	02/01/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 83.22
38418	02/01/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 159.58
38418	02/01/2024	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 35.46
38418	02/01/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 762.51
38418	02/01/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 392.68
38418	02/01/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 8.10
38418	02/01/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 13,327.52
38418	02/01/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 18.12
38418	02/01/2024	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 9.86
38418	02/01/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 19.73

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38418	02/01/2024	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	12/23 SERVICE 9920095153-3	$ 4,031.38
38419	02/01/2024	ENGINEERING	MEAS T - RTP	PACIFIC GAS & ELECTRIC	TRAFFIC SIGNAL INSTALLATION - SOUTH ST & D ST	$ 26,778.94
38420	02/01/2024	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	09/23 CITATIONS	$ 275.90
38420	02/01/2024	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	10/23 CITATIONS	$ 295.17
38420	02/01/2024	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	11/23 CITATIONS	$ 276.39
38421	02/01/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	WATER MAIN REPLACEMENT - W-39, W-40, & W-41	$ 43,292.00
38421	02/01/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	$ 1,530.00
38422	02/01/2024	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	ASPHALT PAVING	$ 76,660.97
38422	02/01/2024	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ASPHALT PAVING	$ 29,919.79
38423	02/01/2024	PD OPS	PD OPS	SPEAKWRITE LLC	TRANSLATION SERVICES	$ 1,644.07
38424	02/01/2024	PW ADMIN	SEWER OPS	STATE WATER RESOURCES CONTROL BOARD	ENROLLMENT FEES - SANITARY SEWER SYSTEMS	$ 600.00
38424	02/01/2024	STREETS	DRAINAGE	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5F20M2000198	$ 26,498.00
38425	02/01/2024	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 01/24	$ 242.00
38426	02/01/2024	PD OPS	GENERAL FUND	TYLER TECHNOLOGIES INC.	SERVER HOSTING	$ 764.16
38426	02/01/2024	PD OPS	PD OPS	TYLER TECHNOLOGIES INC.	SERVER HOSTING	$ 382.08
38427	02/01/2024	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	11/23 LAWN SERVICE - TRANSIT	$ 500.00
38427	02/01/2024	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	12/23 LAWN SERVICE - TRANSIT	$ 500.00
38428	02/01/2024	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 104.02
38428	02/01/2024	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 38.01
38428	02/01/2024	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 52.01
38428	02/01/2024	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 152.04
38428	02/01/2024	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 1.67
38428	02/01/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 38.01
38428	02/01/2024	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 1.67
38428	02/01/2024	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 52.01
38428	02/01/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 14.26
38428	02/01/2024	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 1.67
38428	02/01/2024	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 1.67
38428	02/01/2024	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 144.03
38428	02/01/2024	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 38.01
38428	02/01/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 79.93
38428	02/01/2024	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/23-12/10/23	$ 494.13
38429	02/01/2024	ENGINEERING	MEAS T - RTP	VIDEO INSPECTION SPECIALISTS, INC.	CCTV INSPECTION	$ 1,395.00
38430	02/01/2024	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	TREE MANAGEMENT AND MAINTENANCE SERVICES	$ 15,300.00
38431	02/01/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 23-293 PM 23-P-04	$ 307.50
38432	02/01/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9919435	$ 2,930.00
38433	02/01/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9910916	$ 2,683.00
38434	02/01/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9912206	$ 2,896.00
38435	02/01/2024	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9916312	$ 2,532.00
38436	02/01/2024	UB - WATER	GENERAL FUND	AR REFUNDS	UB 9910151	$ 1,630.80
38437	02/01/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY NORTH FIELD	$ 50.00
38438	02/01/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 500.00
38439	02/01/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-ROOM	$ 100.00
38440	02/01/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT	$ 50.00

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38441	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926163 TERM REFUND	$	104.43
38442	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9911622 TERM REFUND	$	350.09
38443	02/01/2024	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB OVERPAYMENT - 9918754-509766	$	303.72
38443	02/01/2024	FINANCE	SEWER FUND	OTP- UB REFUNDS	UB OVERPAYMENT - 9918754-509766	$	118.97
38443	02/01/2024	FINANCE	DRAINAGE OPS	OTP- UB REFUNDS	UB OVERPAYMENT - 9918754-509766	$	80.00
38444	02/01/2024	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS - 9925511-513806	$	151.53
38445	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 10000149 TERM REFUND	$	114.20
38446	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924981 TERM REFUND	$	70.09
38447	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926269 TERM REFUND	$	146.01
38448	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916490 TERM REFUND	$	307.95
38449	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921763 TERM REFUND	$	97.53
38450	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9341001 TERM REFUND	$	109.88
38451	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9900293 TERM REFUND	$	197.52
38452	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912330 TERM REFUND	$	254.48
38453	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921436 TERM REFUND	$	180.43
38454	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912775 TERM REFUND	$	212.74
38455	02/01/2024	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS - 9921886-511331	$	157.36
38456	02/01/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 10000699 TERM REFUND	$	253.27
38457	02/01/2024	FINANCE	PAYROLL TRUST	CORTEZ, FABELA	SDI REFUND	$	164.76
38458	02/01/2024	FINANCE	PAYROLL TRUST	MONTEMAYOR, JUAN	SDI REFUND	$	473.44
38459	02/01/2024	FINANCE	PAYROLL TRUST	MARIN, RICHARD	SDI REFUND	$	164.76
38460	02/01/2024	FINANCE	PAYROLL TRUST	MUNOZ, ANTHONY	SDI REFUND	$	259.01
38461	02/01/2024	FINANCE	PAYROLL TRUST	MARZ, ROGER	SDI REFUND	$	687.27
38462	02/01/2024	FINANCE	PAYROLL TRUST	ANDRES MARTINEZ	SDI REFUND	$	349.50
38463	02/01/2024	FINANCE	PAYROLL TRUST	ANTHONY RODRIGUEZ	SDI REFUND	$	220.41
38464	02/01/2024	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB DSA 796 QTR 2 FY 23/24	$	72.40
38465	02/01/2024	FINANCE	BUILDING	DEPARTMENT OF CONSERVATION	2ND QTR 23/24 SMIP FEE REPORTING	$	(415.76)
38465	02/01/2024	FINANCE	GENERAL FUND	DEPARTMENT OF CONSERVATION	2ND QTR 23/24 SMIP FEE REPORTING	$	8,315.17
38466	02/01/2024	FINANCE	PAYROLL TRUST	HERNANDEZ, MARIBEL	SDI REFUND	$	687.27
38467	02/01/2024	FINANCE	PAYROLL TRUST	HOLLIER, LYNN	SDI REFUND	$	259.01
38468	02/01/2024	FINANCE	MADERA DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 23/24 QTR # 2 ASSESSMENTS	$	3,916.48
38469	02/01/2024	FINANCE	PAYROLL TRUST	ROMERO, ARTURO	SDI REFUND	$	687.27
38470	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	54.92
38471	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	44.40
38472	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	203.75
38473	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	94.05
38474	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	43.20
38475	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	86.40
38476	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	146.30
38477	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	94.26
38478	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	687.27
38479	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	380.73
38480	02/01/2024	FINANCE	PAYROLL TRUST	OTP - FINANCE	SDI REFUND	$	31.35
38481	02/07/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$	4,480.00

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38482	02/07/2024	PD OPS	MEAS K - PD	DAVID J. BOYLE	PD - REPORT ROOM REMODEL PYMT	$	17,894.00
38483	02/07/2024	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	FY 23/24 SPORTS PROGRAM APPAREL	$	536.92
38483	02/07/2024	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	FY23/24 SPORTS PROGRAM APPAREL	$	323.67
38483	02/07/2024	PD OPS	PD OPS	J & D MANUFACTURING	PLAQUES - PD	$	530.43
38484	02/07/2024	ENGINEERING	WATER CAPITAL OUTLAY	BEYAZ & PATEL, INC.	PROFESSIONAL ENGINEERING SVS	$	7,059.00
38485	02/07/2024	FINANCE	CENTRAL ADMIN	THE PUN GROUP	PROFESSIONAL AUDITING SVS	$	30,000.00
38486	02/07/2024	FLEET MAINT	FLEET MAINT	TALKINGTON, INC.	EPOXY FLOORING - FLEET	$	9,131.96
38486	02/07/2024	FLEET MAINT	FLEET MAINT	TALKINGTON, INC.	EPOXY FLOORING - FLEET	$	30,873.04
38486	02/07/2024	FLEET MAINT	PARKS	TALKINGTON, INC.	EPOXY FLOORING - FLEET	$	2,358.04
38486	02/07/2024	FLEET MAINT	PARKS	TALKINGTON, INC.	EPOXY FLOORING - FLEET	$	7,971.96
38487	02/07/2024	PD OPS	SUPP LAW ENF	BRENDA D LINMAN DVM	VET SERVICES - BUBBLES	$	82.40
38487	02/07/2024	PD OPS	SUPP LAW ENF	BRENDA D LINMAN DVM	VET SERVICES - BUBBLES	$	379.80
38488	02/07/2024	PD OPS	SUPP LAW ENF	TROY S FORD DVM INC.	VET SERVICES - BUBBLES	$	6,051.01
38489	02/07/2024	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	$	70.00
38489	02/07/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANIST	$	80.00
38489	02/07/2024	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - FBSC	$	30.00
38489	02/07/2024	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - PANAM	$	30.00
38489	02/07/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	$	72.00
38489	02/07/2024	WWTP	WWTP	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - WWTP	$	540.00
38490	02/07/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 01/01/24-01/15/24	$	9,825.00
38490	02/07/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 01/16/24-01/31/24	$	13,845.00
38491	02/07/2024	FLEET MAINT	SEWER OPS	HAAKER EQUIPMENT CO.	LATERAL CLEANING KIT	$	2,560.14
38492	02/07/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/24 UTILITY SERVICE - 3040421-500276	$	49.66
38492	02/07/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/24UTILITY SERVICE - 3040431-500276	$	102.23
38492	02/07/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/24 UTILITY SERVICE - 3040441-500276	$	77.75
38492	02/07/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	12/23 UTILITY SERVICE - 3040421-500276	$	57.66
38492	02/07/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	12/23 UTILITY SERVICE - 3040431-500276	$	98.46
38492	02/07/2024	GRANTS	INTERMODAL BLDG	CITY OF MADERA	12/23 UTILITY SERVICE - 3040441-500276	$	193.19
38493	02/07/2024	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL #20 MAINTENANCE	$	5,000.00
38494	02/07/2024	FIRE	MEAS K - FIRE	MOTOROLA SOLUTIONS INC.	RADIO UPGRADES - FIRE E-57	$	29,540.48
38495	02/07/2024	PD OPS	PD OPS	PECK'S PRINTERY	PD - MOVING CITATION TICKET	$	2,911.38
38496	02/07/2024	PARKS ADMIN	GOLF COURSE CAPITAL	SIERRA GOLF MANAGEMENT	MAINTENANCE - MMGC	$	920.00
38497	02/08/2024	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX FOR 01/05/24	$	100.59
38497	02/08/2024	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX FOR 01/19/24	$	100.59
38497	02/08/2024	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX FOR 02/02/24	$	100.59
38498	02/08/2024	WWTP	WWTP	CENTRISYS CORP.	WWTP - REBUILD CENTRIFUGE #1	$	72,921.18
38499	02/08/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 01/05/2024 PAYROLL	$	1,028.25
38500	02/08/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 01/19/2024 PAYROLL	$	1,028.25
38501	02/08/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 02/02/2024 PAYROLL	$	1,028.25
38502	02/08/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 01/24	$	290.00
38503	02/08/2024	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 01/24	$	6,178.16
38504	02/08/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 01/05/2024 PAYROLL	$	25.00
38505	02/08/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 01/19/2024 PAYROLL	$	25.00
38506	02/08/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 02/02/2024 PAYROLL	$	25.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
38507	02/08/2024	ENGINEERING	STORM DRAIN NW QUAD U/A	BOND ENCROACH	REIMBURSEMENT - AMOND WORLD PHASE 2	$	536,569.30
417	01/30/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/30/2024	$	1,318.26
418	02/05/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 02/02/2024	$	13,989.09
419	02/05/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-2 FOR 02/02/2024	$	2,737.84
420	02/05/2024	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 02/02/24 PAYROLL	$	30,400.73
421	02/06/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/06/2024	$	2,210.67
422	02/06/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 02/02/2024	$	20.40
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$**	**3,097,975.68**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission (Commission) met on February 6, 2024, and approved eligibility lists for the following positions:

- Public Safety Dispatcher
- Police Officer Trainee

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

Table 1: *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
Miguel Calderon	Park Aide	Parks & Community Services	PT	1/16/24
Richelle Murphy	Neighborhood Preservation Specialist I	Police	FT	1/16/24

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Lorena De Alba	Office Assistant I	Parks & Community Services	PT	2/12/24
Ruben Pimentel-Hernandez	Public Works Maintenance Worker II	Public Works – Streets	FT	2/12/24
Javier Garcia-Ortiz	Public Works Maintenance Worker II	Public Works – Safe & Clean Team	FT	2/12/24
Stephanie Escobedo	Administrative Assistant	Finance – Grants	FT	2/12/24

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

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	Old Position	New Position	Effective Date
Gabriel Mayorga Aguilar	Neighborhood Preservation Specialist I	Police Officer Trainee	1/8/24
Kevin Newsome	Network Administrator (out-of-class assignment)	Computer Technician	1/13/24
Eric Cisneros	Wastewater Treatment Plant Operator-in-Training	Wastewater Treatment Plant Operator I	2/2/24

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
Tatyanna Elizabeth Avila	Program Leader I – ASP	Parks & Community Services	PT	12/20/23
Guadalupe Cervantes Laurean	Intern	Engineering	PT	1/2/24
Jonathan Rivera	Park Aide	Parks & Community Services	PT	1/12/24

Table 3: *Separations, continued*				
Name	Position	Department	Status*	Effective Date
Paige Gacayan	Property & Evidence Officer	Police	FT	1/26/24
Fidel Bravo	Program Leader I – ASP	Parks & Community Services	PT	2/1/24
Juan Zapata	Park Aide	Parks & Community Services	PT	2/2/24
Aron Fernando Garcia	Park Aide	Parks & Community Services	PT	2/5/24

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: February 21, 2024

Agenda Number: B-4

Arnoldo Rodriguez, City Manager

SUBJECT:

Terminating the declaration of the local state of emergency related to the closure of Madera Community Hospital

RECOMMENDATION:

Adopt a Resolution terminating the declaration of the local emergency due to the closure of the Madera Community Hospital.

SUMMARY:

Due to the unexpected closure of Madera Community Hospital, on January 18, 2023, the City Manager, acting as the City's Director of Emergency services, declared a local emergency, which was subsequently ratified by the City Council on February 1, 2023. Among others, the declaration of a local emergency allowed the City to make certain requests for State and federal funding to either potentially reopen the hospital or for alternative healthcare options for the residents of Madera. The City periodically renewed the state of emergency to allow for this process to occur. However, the California Office of Emergency Services (CalOES) recently informed the City that the emergency did not qualify for emergency State or federal funding. As the City's Municipal Code requires that local emergencies be terminated by the earliest possible date that conditions warrant, Council is being requested to end the state of local emergency related to the closure of the Madera Community Hospital (MCH).

BACKGROUND:

The City first learned that MCH was facing financial hardship during public comment at a Council meeting on August 3, 2022. The City promptly moved forward to identify funding and other options to keep the hospital open. This included sponsoring the MCH/Trinity Health affiliation with a Letter of Support in lieu of reallocating ARPA funding, facilitating meetings with MCH and local, regional, and state officials to identify alternative funding options MCH may either apply for or be entitled to, and identifying potential options for debt relief, etc.

Despite these efforts, MCH ceased operations and filed for Chapter 11 bankruptcy. The Hospital's closure left approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. In response to the immediate risk to public health and safety, the City declared a Local State of Emergency and authorized City resources and staff time for a partnership with Madera County to evaluate potential healthcare options and allow for the opportunity for state or federal emergency funding.

To facilitate this process, the City has been periodically renewing the declaration of local emergency. The reason to continue the local emergency included the time needed to seek state and federal funding.

DISCUSSION:

On December 1, 2023, Staff received notice from CalOES, stating that the impacts of the closure of Madera Community Hospital did not rise to the level of qualifying for either State or Federal funding. As such, CalOES denied requests from the City of Madera and the County of Madera for State of Emergency (SOE) and California Disaster Assistance Act (CDAA) funding.

As the City's Municipal Code requires that local emergencies be terminated by the earliest possible date that conditions warrant, Staff requests that the Council consider ending the state of local emergency related to the closure of the Madera Community Hospital (MCH).

FINANCIAL IMPACT:

There is no fiscal impact in declaring the end to the state of local emergency.

ALTERNATIVES:

Alternatively, the Council may elect to continue the existing Resolution supporting the County's local emergency proclamation.

ATTACHMENTS:

1. Resolution
2. Letter from CalOES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TERMINATING THE DECLARATION OF LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL

WHEREAS, the Madera Community Hospital was the City's only general acute care hospital and emergency room that provided services to both adults and children; and

WHEREAS, due to a sudden and unexpected closure of Madera Community Hospital, multiple cities and counties were affected, an no acute care hospital and emergency room services were available in the County of Madera; and

WHEREAS, due to the clear and immediate impact of the closure and its extreme peril to the safety of persons within the City, on January 18, 2023, the City Manager, acting as the City's Director of Emergency services, declared a local emergency; and

WHEREAS, the City Council subsequently ratified the declaration of local emergency on February 1, 2023; and

WHEREAS, the City Council periodically extended the declaration of local emergency, as required by state and local law, to allow for coordination of resources and to allow for the opportunity for state or federal emergency funding; and

WHEREAS, on December 1, 2023, the City of Madera was notified by the California Office of Emergency Services that the impacts of the closure of Madera Community Hospital did not rise to the level of severity to warrant or support a State of Emergency or California Disaster Assistance Act Funding; and

WHEREAS, given this determination by the State, there is no further justification for continuing the state of local state of emergency related to the closure of Madera Community Hospital.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds that the state of emergency conditions related to the closure of Madera Community Hospital are no longer warranted as state and federal funding has been denied and is not available to help with the process.

Section 3. The City Council further recognizes that while the closure of Madera Community Hospital continues to have a negative impact on healthcare for Madera residents overall, the primary purpose of such of a State of Emergency is to support or secure emergency rescue funding for sustained hospital operations, which is no longer warranted.

Section 4. The City Council further finds that the need for vacating the local emergency and local health emergency is consistent with Madera Municipal City Code Title III, Chapter 2, which supports the termination of local emergencies at the earliest possible date that conditions warrant.

Section 5. The City Council hereby terminates the local State of Emergency related to the closure of Madera Community Hospital.

Section 6. This Resolution shall take effect immediately upon its adoption.

* * *

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

December 1, 2023

The Honorable David Rogers
Madera County Board of Supervisors
200 West 4th Street
Madera, California 93637

Subject: State of Emergency and California Disaster Assistance Act Funding Request – Closure of Madera Community Hospital

Dear Chairman Rogers:

This letter is in response to the City and County of Madera's request for a State of Emergency (SOE) and California Disaster Assistance Act (CDAA) funding, as a result of the closure of Madera Community Hospital.

In accordance with the California Emergency Services Act, Government Code Section 8550, et seq., the Governor is empowered to proclaim an SOE when there exists conditions of disaster or extreme peril to the safety of persons and property within the state and when the magnitude of an incident is beyond the capabilities of the local jurisdiction. (Gov. Code, § 8558(b).) The determination was made that the provisions of Government Code, §8558(b) were not met, thereby precluding an SOE proclamation. Furthermore, the impacts from the closure of Madera Community Hospital were not of such severity and magnitude to be beyond the capabilities of local government to respond to and recover from. Therefore, the City and County of Madera's request for an SOE and CDAA funds to address the closure of Madera Community Hospital are denied.

Please know Cal OES will continue to work closely with your team during the ongoing recovery efforts for federal and state declared disasters. Feel free to contact me directly at (916) 845-8200, if you have additional questions or would like to discuss this matter further.

Sincerely,

Ryan M. Buras

RYAN BURAS
Deputy Director of Recovery Operations

cc: Arnoldo Rodriguez, City Manager, City of Madera
Joseph Wilder, Emergency Services Director, Madera County
Sherri Sarro, Assistant Director of Response, Southern Region, Cal OES

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: B-5

SUBJECT:

Acceptance of the Local Government Waste Tire Amnesty Grant Program from the California Department of Resources Recycling and Recovery

RECOMMENDATION:

Adopt Resolutions:

1. Accepting the grant award in the amount of $90,000.
2. Amending the City's 2023/24 Budget to reflect revenues and expenditures related to the grant.

SUMMARY:

On November 18, 2023, the California Department of Resources Recycling and Recovery (CalRecycle) notified the City it was a recipient of the Local Government Waste Tire Amnesty Grant Program (Tire Amnesty Grant) in the amount of $90,000.

DISCUSSION:

The California Department of Resources Recycling and Recovery (CalRecycle) offers grant programs to fund the cleanup and abatement of waste tires collected at cleanup projects and amnesty events. The Tire Amnesty Grant is awarded in two-year cycles that reimburse for costs associated with staff time, transportation, handling, and recycling of the tires.

The City has previously participated in the CalRecycle waste tire program, and the program has been successful, resulting in fewer tires being illegally dumped. As a recipient of the grant in Fiscal Year 2019/20, staff estimated 24,000 tires were collected in the county over two years. At collection events, residents can dispose of up to 20 waste tires at no charge; however, tires from waste tire-generating businesses or haulers are prohibited. The events are date-specific and open to the public.

Waste Tire Cleanup Grant vs. Tire Amnesty Grant

It is noted that the City has two distinct programs to combat the illegal dumping of tires. They include:

1. Waste Tire Cleanup Grant
2. Tire Amnesty Grant (this item)

Under the Waste Tire Cleanup grant, City staff proactively collect illegally dumped tires found often on the side of the road while under the Tire Amnesty program, the City will organize events where members of the public can bring their used or unwanted tires for proper disposal. Residents may dispose of 20 waste tires per event. The goal is to provide a convenient and responsible avenue for the community to dispose of tires, promoting environmental sustainability and reducing the occurrence of improperly discarded tires in public spaces. Under the Waste Tire Cleanup Grant, staff collects up to 9 waste tires per address when tires are illegally dumped on a property. Under this scenario, City staff travel to the site to collect the tires; however, someone may occasionally drop them off at the City's Corporation Yard.

Regional Cooperation

During the application process, the City had the option to apply as a single jurisdiction or as part of a regional team. The City chose to partner with the County of Madera and the City of Chowchilla forming a regional team. The City will serve as the lead agency and will be responsible for the bulk of the required bookkeeping and reporting. Partner agencies will be responsible for submitting reimbursement requests to the City to cover their agencies' staff time and various other resources covered by the grant. Staff anticipate coordinating five events during the grant period.

It should be noted there is a time lapse between the grant award notification and Council notification. The reason is that upon receiving the grant award notification, staff inadvertently signed the grant agreement without first bringing this matter to the Council. Recognizing this oversight, staff has promptly brought the matter to the Council for its review and approval. The City has not undertaken any reimbursable events or actions outlined in the grant agreement prior to presentation of this matter to the Council.

FINANCIAL IMPACT:

Acceptance of the grant does not impact the General Fund, but instead will provide $90,000 in funding to support our community's need to clean their properties of excess waste tires. Table 1 provides a detailed breakdown of the grant budget over a two-year period.

Table 1: *Budget Detail*	
Personnel	$42,665.01
Contracted Services	$37,800.00
Education Materials	$6,473.90
Equipment	$1,400.00
Miscellaneous Supplies	$1,661.09
Total	**$90,000.00**

It should be noted that the personnel cost figure above includes staff time from the City and its partner agencies. The cost per event is estimated to be more than $17,000, which allows the City and its partners to hold approximately five events over the course of the grant. In addition, to help reduce event costs, the City anticipates partnering with a non-profit organization that may assist with providing manual labor and some trailers.

ALTERNATIVES:

Potential alternatives may include:

1. The Council may choose to request additional information from City staff.
2. Instead of City staff serving as the lead agency, the Council may opt to request an external agency to take on the lead role for the grant.
3. Council may elect to not accept the grant, returning the funds.

ATTACHMENTS:

1. Resolution – Accepting the Grant
2. Resolution – Authorizing Budget Amendment
    a. Exhibit A – Budget Amendment
3. Grant Agreement

RESOLUTION NO. 24- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY LOCAL GOVERNMENT WASTE TIRE AMNESTY GRANT IN THE AMOUNT OF $90,000

WHEREAS, the City of Madera Code Enforcement is responsible for the health and safety of the City in relation to code violations and blight

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) has allocated $1,250,000 to help agencies administer tire disposal events for their community members; and

WHEREAS, the City applied as a regional team with the County of Madera and the City of Chowchilla; and

WHEREAS, the City was awarded $90,000 from the Local Government Waste Tire Amnesty Grant Program to fund approximately five tire amnesty events; and

WHEREAS, CalRecycle requires authorization from the governing body to execute an agreement among the agencies to receive the grant monies.

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

1. The foregoing recitals are true and correct.

2. The City accepts the grant in the amount of $90,000 from the Local Government Waste Tire Amnesty Grant Program administered by the California Department of Resources Recycling and Recovery.

3. The Council approves the Grant Agreement with State of California Department of Resources and Recycling and Recovery.

4. The City Manager is authorized to sign the Grant Agreement.

5. This resolution is effective immediately upon adoption.

******

RESOLUTION NO. 24- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of $90,000 from the State of California State of California Department of Resources and Recycling and Recovery; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2023/2024 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds and order 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. The resolution is effective immediately upon adoption.

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EXHIBIT A

CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION FOR LOCAL GOVERNMENT WASTE TIRE AMNESTY GRANT PROGRAM

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
TIRE AMNESTY GRANT					
4781	47813013	4434	Grants		37,270
4781	47813013	5000	Salaries/Full-time	7,281	
4781	47813013	5100	Salaries/Overtime	3,821	
4781	47813013	5303	Life Insurance Premiums	28	
4781	47813013	5304	Workers Compensation Insurance	1,162	
4781	47813013	5305	Medicare Tax	172	
4781	47813013	5309	Unemployment Insurance	20	
4781	47813013	6412	Advertising/Other	1,208	
4781	47813013	6418	Postage / Other Mailing Charge	1,200	
4781	47813013	6440	Contracted Services	15,680	
4781	47813013	6470	Funding To Outside Agencies	4,583	
4781	47813013	6518	Other Supplies	2,115	
			TOTALS	**37,270**	**37,270**

Grant Agreement Cover Sheet

Grant Number
TA7-23-0013
Name of Grant Program
2023-24 Local Government Waste Tire Amnesty Grant
Grantee Name
City of Madera
Taxpayer's Federal Employer Identification Number
94-6000365
Total Grant not to Exceed
$90,000.00
Start of Grant Term
Notice to Proceed Email Date
End of Grant Term
October 30, 2025

The Department of Resources Recycling and Recovery (CalRecycle) and City of Madera (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions
Exhibit B – Procedures and Requirements
Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle. In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

Department/Grantor Name	Grantee Name
CalRecycle	City of Madera
Signature of CalRecycle's Authorized Signatory	**Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)**
X	
Printed Name of CalRecycle's Authorized Signatory	**Printed Name of Grantee's Authorized Signatory**
Brandy Hunt	
Title	**Title**
Deputy Director, CalRecycle	
Date	**Date**

Grantee Payment Address
City of Madera 330 South C Street MADERA, CA 93638

Revised Grantee Payment Address (if needed)

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
$90,000.00		$90,000.00
Grant Year/Program	**Chapter**	**Statute Year**
2023-24 Local Government Waste Tire Amnesty Grant	12	2023
Org Code	**Reference**	**Fund**
3970	101	0226
Enactment Year	**Fiscal Year**	**Fund Title**
2023	2023-24	TIRE

Fi$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707820	3700000219	5432000

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

Signature of CalRecycle Budget Office	Date

Exhibit A
Terms and Conditions

Local Government Waste Tire Amnesty Grant Program Fiscal Year 2023-24

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Government Waste Tire Amnesty Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

(a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.

(b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.

(c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

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 into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

(a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle’s prior written consent.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled “Communications” herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of $100,000, the grantee acknowledges that:

(a) The grantee 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 Family Code Section 5200 et seq.; and

(b) The grantee, 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.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

(a) 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.

(b) 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 (Pub. Contract Code, § 10411):

(a) 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.
(b) 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 twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

(a) Submit a final written report describing all work performed by the grantee.
(b) Submit an accounting of all grant funds expended up to and including the date of termination.
(c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
(b) Establish a drug-free awareness program to inform employees about all of the following:
    (1) The dangers of drug abuse in the workplace.
    (2) The grantee's policy of maintaining a drug-free workplace.
    (3) Any available counseling, rehabilitation, and employee assistance programs.
    (4) Penalties that may be imposed upon employees for drug abuse violations.
(c) Require that each employee who works on the grant:
    (1) Receive a copy of the drug-free policy statement of the grantee.
    (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Expatriate Corporations

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:
(a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
(b) Cleanup of the environment.
(c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:
(a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
(b) The cleanup of the environment.
(c) The enforcement of solid waste statutes and regulations, as applicable.
If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and 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 in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee’s determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies,

including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

(a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
(b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

National Labor Relations Board Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right.

A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

(a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
(b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Project Summary/Statement of Use
(e) Budget
(f) Work Plan
(g) Grantee's Application
(h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans, and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

(a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
(b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
(c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
(d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
(e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
(f) Payment will be made only to the grantee.
(g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personal Jurisdiction

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

(a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved

their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

(b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.

(c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.

(d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.

(b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.

(c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

(d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the

result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

(a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
(b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

(a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
(b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

February 2023
Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements Local Government Waste Tire Amnesty Grant Program

TA7 Cycle Fiscal Year 2023–24

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Local Government Waste Tire Amnesty Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

In a Regional Grant, the term "grantee" used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation, and administers the grant funds to its Non-Lead Participants on its behalf.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Note to Proceed Date: Grant Term Begins on the date that CalRecycle emails the Notice to Proceed.

With each Payment Request: **Progress Report Due**

October 30, 2025: **Final Report and Final Payment Request Due**

October 30, 2025: **Grant Term End**

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at CalRecycle's WebPass page (https://secure.calrecycle.ca.gov/WebPass/).

Accessing the Grant

Grantees must log in to GMS (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab**: Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab**: Grantee requests reimbursement.
- **Reports tab**: Grantee uploads required reports.
- **Documents tab**: Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab**: Shows amnesty event locations.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant, they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050 of Title 14 (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the CalRecycle Unreliable Contractor List (https://www.calrecycle.ca.gov/Funding/Unreliability/) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's Grant Forms web page (https://www.calrecycle.ca.gov/Funding/Forms/).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). For further instructions regarding uploading documents, see the "Grants Management System" (https://www.calrecycle.ca.gov/funding/gms) section of the CalRecycle web site for instructions and links to instructional videos.

Waste & Used Tire Hauler and End Use and Disposal Facilities

CalRecycle has specific requirements for the tracking of used and waste tires remediated with grant funds. To be reimbursed for the cost of tire collection, Grantees and their contractors must use a waste/used tire hauler that is registered with CalRecycle, unless it is exempt pursuant to Public Resources Code section 42954. Furthermore, the tires must be transported to a facility that is permitted, excluded, exempted, or otherwise authorized by CalRecycle, by statute, or by regulation, to accept

waste and used tires, or to a facility that lawfully accepts waste and used tires for reuse or disposal

When planning for an amnesty event, the Grantee shall contact the CalRecycle Tire Management Program Hotline at (866) 896-0600 (toll free) to verify that the used tire hauler (tire hauler) and end use facility (facility) it intends to use are in compliance with applicable laws and regulations. The name and address of the tire hauler and the facility are necessary for verification.

A Tire Program Identification (TPID) Number will need to be obtained, by calling the Hotline number listed above for each amnesty event location.

Waste Tire Hauling Limits

The Grantee must comply with the hauling and manifest requirements set forth in Title 14, California Code of Regulations, sections 18461(b)(2) and (3). For purposes of amnesty events, these regulations provide that:

- The Grantee may accept up to 9 waste tires at amnesty events from individuals who are not registered waste tire haulers.
- The Grantee may accept 10-20 waste tires if the individual has a waiver from the Local Enforcement Agency (LEA).
    - If the individual does not have a waiver from the LEA to haul more than 9 tires, the Grantee may accept the tires, but must report this information on the Unregistered Hauler & Comprehensive Trip Log Substitution Form (Unregistered Hauler Trip Log) (CalRecycle 204) and submit the form to CalRecycle within 30 days of acceptance of the tires.
    - If the Grantee accepts more than 20 waste tires from an individual, the Grantee must report this information on the Unregistered Hauler Trip Log and submit the form to CalRecycle within 30 days of acceptance of the tires.
    - The Unregistered Hauler Trip Logs should be sent to the following:

      By mail: CalRecycle, Tire Hauler Compliance Unit, 10th Floor
      P.O. Box 4025
      Sacramento, CA 95812
      Email: WasteTires@calrecycle.ca.gov
      Fax: (916) 319-7605

- The Grantee may also accept waste tires from farmers and small businesses that generated the tires in the normal course of operations and are not a tire changing business. Grantee must provide a manifest to this type of customer.

In addition, Senate Bill 230 (Cogdill, Chapter 41, Statutes of 2009) sets forth the following additional requirements:

- Any person transporting waste or used tires that were illegally dumped onto their property to an amnesty event must have written authorization from the LEA, which includes, dates and documentation that a police report has been filed for the illegally dumped tires.

Maximum Tires Per Individual

An individual should be limited to a maximum of 40 tires per amnesty event, or 40 tires per month if a permanent location.

Grant Term

The Grant Term begins on the date of the Notice to Proceed (NTP) email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on October 30, 2025. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the NTP date or after the end date are not eligible for reimbursement.

The Final Report and final Payment Request are due on October 30, 2025. CalRecycle recommends reserving the period from August 4, 2025 to October 30, 2025 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on October 30, 2025. See "Grant Term" for additional information. All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- Cost of loading tires into transporting vehicles/trailers at the waste tire amnesty events.
- Cost of transporting waste tires by a waste tire hauler, registered or exempted by CalRecycle, to a permitted, excluded, or exempted waste tire storage facility, or other solid waste facility.
- Cost of transporting waste tires for a specific end-use to a CalRecycle approved end-use facility. Waste tires must be transported by a CalRecycle approved waste tire hauler to a CalRecycle approved end-use facility.
- Cost of disposing of waste tires at a permitted, excluded, or exempted waste tire storage facility or disposal site.
- Any salaries and benefits for personnel directly involved in the administration and supervision of amnesty events, including the preparation of payment requests and final reports, incurred prior to the grant term end date.
- Any salaries and benefits for personnel directly involved in event planning, creation of educational materials and advertisements in support of amnesty events and working at the amnesty events.
- Costs associated with outreach, such as the production/media purchases for educational materials such as flyers, brochures and radio and newspaper advertisements in support of the amnesty events, **not to exceed 15 percent** of the approved Budget**.**
- Supplies necessary for the events such as gloves, traffic cones and clipboards.
- Tires generated from agricultural operations and small businesses that do not change tires on customer vehicles.

- Costs of loading and transporting tires collected from specific cleanup days such as beach and river cleanups.
- Mileage of up to $0.655 per mile (or the rate identified on the CalHR website (https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) at the time the cost was incurred) for travel to amnesty events.
- Overtime costs for local government staffing during specially scheduled evening or weekend events when **pre-approved** in writing by the Grant Manager when law or labor contracts require overtime compensation.

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to waste tire amnesty events and the approved grant project are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to the date that CalRecycle sends the Notice to Proceed email or after October 30, 2025.
- Personnel time for the preparation of a Waste Tire Amnesty Grant Application.
- Any costs that are not consistent with local, state, and federal laws, guidelines, and regulations.
- Personnel costs incurred while an employee assigned to the grant project is not working on the grant (e.g., use of accrued time such as sick leave, vacation, etc.).
- Costs covered by, or incurred under, another CalRecycle-funded loan, grant, grant cycle or contract.
- Overhead (costs for accounting/budget/finance staff, rental/lease of space, utilities, copying, office supplies, etc.).
- Costs for obtaining necessary permits and licenses.
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations.
- Personnel travel or per diem costs, unless preapproved in writing by the Grant Manager.
- Cameras, cell phones, electronic personal data devices, pagers, and other similar electronic devices.
- Costs connected with contractor claims against the grantee.
- Cost of collecting waste tires from waste tire generating businesses (those that change tires on customer vehicles) and/or waste tire haulers.
- Cost of collecting waste tires from businesses that are responsible for contracting with registered waste tire haulers for the removal of their waste tires.
    - If it is determined that the Grantee has used grant funds for this purpose, costs incurred will be deemed ineligible and disbursed grant funds associated with these costs must be returned to CalRecycle.

Any costs that are unrelated to the grant project or unreasonable as determined by the Grant Manager.

Modifications

The grantee must submit any proposed revision(s) to the Work Plan and/or Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures

based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked on the Work Plan and/or Budget and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised Work Plan and/or Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

To request a budget modification:

- Complete the Budget Modification document with proposed changes.
- Email the Budget Modification document as an attachment to the Grant Manager. Include a specific justification for the request in the email.
- If the change involves adding a new line item to the budget, a narrative justification must also be included.

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Contact your Grant Manager for the CalRecycle logo.

Any publicity or advertisement must clearly state:

- Tires will be accepted at no charge
- Whether tires on rims are accepted
- No tires from waste tire generating businesses will be accepted
- The number of tires allowed
  - Up to 9 tires without an exemption
  - Between 10 and 20 tires with an exemption from the Local Enforcement Agency (LEA). If allowed, a contact number for the LEA should be provided.
- Acknowledgement of CalRecycle's support along with the CalRecycle logo. Initials or abbreviations for CalRecycle may not be used.
  - The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Contact your Grant Manager for the CalRecycle logo.

An advertisement for an amnesty event may be combined on the same publication with other advertising and a portion of the cost charged to the amnesty grant accordingly.

Preapproval of public education materials is not required, however if one or more of the required elements above are not included the CalRecycle Grant Manager may only approve part, or none of the expenditure. A copy of all public education materials paid for with grant funds must be included when reimbursement is requested.

Reporting Requirements

The Grant Agreement requires a Progress Report and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
    - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
    - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the "Fill and Sign" function within Adobe. Any documents using the "Fill and Sign" method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report** by the due dates listed in the Milestones Section of this document. These reports should cover grant activities that occurred within the specified reporting period.

Final Report

The Final Report is due **October 30, 2025**. This report should cover grant activities **from the Notice to Proceed** through **October 30, 2025**. The grantee must include the following items in the Final Report:

- The Grant Number, grantee's name, and Grant Term.
- The following disclaimer statement on the cover page:
  "The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

The Progress Report and Final Report may be downloaded from the CalRecycle Grant Forms website (http://www.calrecycle.ca.gov/Funding/Forms) or from the Summary Tab in GMS.

Grant Payment Information

- Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee must submit the required Progress Report/Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report.
- The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
- CalRecycle will make grant payments to only the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and Final Reports have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the "Reliable Contractor Declaration" section in Terms and Conditions (Exhibit A) for more information.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
    a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
    b. When the transaction is complete, click the **Save** button.
    c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
    a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
    b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
    c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
    a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Grant Payment Request form** (CalRecycle 87)
    - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee's Resolution, must be uploaded to GMS.
        - **Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution, and b) a Letter of Designation has been provided to the Grant Manager.
- **Cost and Payment Documentation**
    - Acceptable cost and payment documentation must include at least one of each of the following.
        - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted each invoice.
    - Proof of payment may include:
        - copy of cancelled check(s) that shows an endorsement from the banking institution
        - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
        - accounting system report from local government if it contains the vendor's name, date of invoice, invoice number, check number or internal ID, and date amount was paid
        - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
        - copy of an electronic funds transfer confirmation
        - copy of a credit card statement(s)

- The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

- **Expenditure Itemization Summary** (CalRecycle 755)
  Use this form to document grant expenses, arranged in the same budget categories as the approved Budget. Include only those expenditures authorized in the grant budget. Provide sufficient detail to allow the Grant Manager to match supporting documentation to each expenditure.

  The following documents are part of the payment request, but may not be required each time:

- **Personnel Expenditure Summary** (CalRecycle 165)
  Use this form for all grantee claimed personnel expenses. A grantee may use their own personnel expenditure summary form if it includes all the same components. Personnel hours and costs on the Personnel Expenditure Summary must be summarized and totaled by task and staff. It is not necessary to submit timesheets, however, they must be readily available should the Grant Manager, or an auditor, request them. Time must be computed on actual time spent on grant related activities and must be the actual amount paid to the employee. If the Summary shows time spent on additional projects, highlight the entries applicable to the grant. It is not necessary to submit a Personnel Expenditure Summary for contractors.

- **Waste Tire Manifests**
  Grantee must provide documentation showing the transportation of all waste tires to an eligible facility. This can be in the form of waste tire manifest copies, or a spreadsheet approved by the Grant Manager. Provide justification if tires were hauled, but manifests are not included.

- **Public Education/Advertising Artwork**
  Include a copy of all artwork paid for with grant funding during the reporting period, if applicable.

Payment Requests will be reviewed for accuracy and cost eligibility. The Grant Manager may request additional documentation and will adjust, as necessary. Payments will be approved when the Grant Manager determines that the request is accurate, complete, eligible, and accompanied by all required documentations. All costs and activities claimed for reimbursement must be approved in the Budget. If the Grant Manager determines that an activity or cost is ineligible, inappropriate, excessive, unreasonable, or not related to the Grant, reimbursement will be adjusted accordingly.

All forms listed above are available from the CalRecycle Grant Forms web page (https://www.calrecycle.ca.gov/Funding/Forms).

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or

resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

Exhibit C

Application

Grants Management System (GMS)

Generated By: Cathy Aggergaard

Application Information

Applicant: City of Madera

Cycle Name: Local Government Waste Tire Amnesty Grant

Cycle Code: TA7

Grant ID: 26475

Grant Funds Requested: $90,000.00

Matching Funds: $0.00 (if applicable)

Awarded Funds: $90,000.00

Application Due Date: 4/6/2023

Secondary Due Date: 5/3/2023

Project Summary: CalRecycle has edited the following summary to reflect the approved grant project: At least 5 events over the two year grant term. The amount of waste tires estimated to be collected over the grant period is 24,000. The Waste tires will be transported to a permitted facility for recycling purposes.

Applicant/Participant

Name:	City of Chowchilla	**Lead:**	
Federal Tax ID:	94-6000309	**Jurisdiction:**	Chowchilla
County:	Madera		
Name:	City of Madera	**Lead:**	X
Federal Tax ID:	94-6000365	**Jurisdiction:**	Madera
County:	Madera		
Name:	Madera County	**Lead:**	
Federal Tax ID:	94-6000518	**Jurisdiction:**	Madera
County:	Madera		

Contacts

		Prime	Second	Auth	Cnslt
Ruth Padilla	Title: Neighborhood Preservation Specialist		X		
Madera Police Department 330 S C Street Madera, CA 93637	Phone: 5596615117 Fax: Email: rpadilla@madera.gov				
Claudia Mendoza	Title: Neighborhood Preservation Supervisor	X		X	
Madera Police Department 330 South C Street Madera, CA 93638	Phone: 5596615113 Fax: Email: cmendoza@madera.gov				
Mark Trukki	Title: Lieutenant		X		
Madera Police Department 330 South C Street APT 4 MADERA, CA 93638	Phone: 5596754255 Fax: Email: mtrukki@madera.gov				

Budget

Category Name	Amount
Contract	$37,800.00
Education	$6,473.90
Equipment	$1,400.00
Materials	$1,661.09
Personnel	$42,665.01

Site Information

Madera

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Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	4/6/2023
Budget	TA7 Budget	4/4/2023
Work Plan	TA7 Work Plan	4/4/2023
Required By Secondary Due Date		
Resolution - Lead Participant	Reso. 23-56	4/24/2023
Other Supporting Document(s)		
CalEnviroScreen Map		
Joint Powers Agreement		
Letter From LCC	Email from LCC	4/6/2023
Letter From LCC	Letter of Commitment - Fresno EOC	4/13/2023
Letter of Authorization/Resolution	Letter of Authorization - City of Chowchilla	4/4/2023
Letter of Authorization/Resolution	Letter of Authorization - Madera County	4/6/2023
Letter of Designation	Letter of Designation	4/13/2023

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

X Applicant acknowledges that its approved Resolution or Letter of Commitment must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution or Letter of Commitment is received after this date, its application will be disqualified.

EPPP

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

X Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: B-6

SUBJECT:

Amendment No. 3 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street, and Central Avenue Intersection

RECOMMENDATION:

Adopt a Resolution Approving Contract Amendment No. 3 for Professional Engineering Services for $23,388.75

SUMMARY:

The Lake Street, 4th Street, and Central Avenue intersection is a 5-legged intersection with all-way stop control. The City retained a transportation engineering consultant to help determine the most suitable form of traffic control for current and expected future traffic volumes, as well as design and assist with project construction. However, in light of the planned Yosemite Avenue Road Diet between E Street and a point east of Lake Street, an additional Amendment for a comprehensive traffic study is necessary. This study aims to evaluate whether a dual left turn lane is warranted, ensuring the continued safety and efficiency of the intersection amidst evolving traffic patterns.

DISCUSSION:

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

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

On February 19, 2020, Council directed staff to construct a traffic signal at the Lake/4th/Central intersection based on the analysis of the ICE and public input. As part of the original analysis of the intersection, it was determined that the east leg of E Street would be closed to reduce the number of conflicting vehicle movements and to improve the level of service. With the removal of the east leg, it was determined that a city pocket park rather than a non-useful street remnant could be constructed.

The agreement with GHD has had two amendments adopted prior. Both amendments were adopted on October 7, 2020 and were for the following:

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

Due to the Yosemite Avenue (SR 145) Road Diet project scheduled for construction by Caltrans in 2025, a potential increase in traffic volume on 4th Street is anticipated. The Yosemite Avenue Road Diet project was not on the horizon at the time of the initial traffic studies and analysis of the Lake Street, 4th Street, and Central Avenue project. In response, staff requested GHD provide a proposal for a traffic study to consider the potential impacts to the intersection due to the road diet on Yosemite, with particular attention to ensuring adequate turning movement capacity at the intersection and mitigating long queue times.

While the traffic study results may confirm the need for dual left turn lanes and the installation of specific signal equipment, potentially diverging from the current design effort, there is also the possibility of incorporating recommendations seamlessly into the existing plans. Notably, significant recommendations emerging from the study may prompt the need for a follow-up Capital project before the completion of the road diet, allowing staff to address any issues proactively and maintain the efficient functioning of the intersection.

FINANCIAL IMPACT:

Table 1 provides a summary of previously approved contracts, including this item. It is noted that this project is programmed in the Fiscal Year 2023/24 CIP and is funded by, thus there is no fiscal impact to the City's General Fund.

Table 1: *Costs*

	Task	$
Original Contract	Roundabout or Traffic Signal Determination	$72,000
Amendment 1	Plans, Specs, Estimate, Construction Support	$81,940
Amendment 2	Environmental Studies	$43,860
Amendment 3 (this item)	Left Turn Study	$23,388.75
	Total	$200,188.75

ALTERNATIVES:

Should Council not approve this amendment, the traffic study will not be completed and staff would proceed with the current intersection design without consideration from impacts due to the Yosemite Avenue Road Diet project. The City could incur future costs to relocate the signal pole later to accommodate a dual left turn lane rather than install at the appropriate distance now. Council could direct staff to prepare additional information to present before Council if necessary.

ATTACHMENTS:

1. Resolution – Approving Amendment 3 to the Agreement with GHD
2. Aerial map

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE/4TH/CENTRAL INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-57

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

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

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

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

WHEREAS, Amendment No. 3 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

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

1. The above recitals are true and correct.

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

3. This resolution is effective immediately.

****

AMENDMENT NO. 3 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND CENTRAL AVENUE INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-57

This Amendment No. 3 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter call "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter call "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this 21St day of February, 2024.

R E C I T A L S

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

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

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

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

WHEREAS, Amendment No. 3 to Agreement is necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

A G R E E M E N T

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

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

2. <u>SCOPE OF WORK:</u>

CONSULTANT shall provide the professional services as set forth in EXHIBIT A, "Left Turn Study Scope of Services and Fee", attached hereto and incorporated herein by reference.

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

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

5. COMPENSATION

The basic fee based on the estimated hours of work listed in EXHIBIT A "Left Turn Study Scope of Services and Fee", attached hereto and incorporated herein by reference, for the work task itemized in the Scope of Services is $23,388.75

City and Consultant agree on the rates shown in EXHIBIT A and that the hourly rates shall be valid through December 31, 2024. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A "Left Turn Study Scope of Services and Fee".

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

7. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the EXHIBIT A "Left Turn Study Scope of Services and Fee", provided, however, the City Engineer's authority under this provision is limited to expenditures not to exceed the amount of two thousand five hundred dollars ($2,500).

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

11. TIME OF COMPLETION

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

D. CONSULTANT shall complete all services required under this Agreement, at the option of CITY, in accordance with Section 12.

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

SECTION 6. This Amendment No. 3 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

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

CITY OF MADERA

By: _____

Santos Garcia, Mayor

APPROVED AS TO LEGAL FORM

By: _____

Shannon L. Chaffin, City Attorney

ATTEST:

By: _____

Alicia Gonzales, City Clerk

GHD, Inc.

By: _____

_____

Title: _____

By: _____

Title: _____

_____

Taxpayer ID Number

EXHIBIT A

GHD Project No.	11144963
Date	2/6/24

AMENDMENT TO

AGREEMENT BETWEEN CONSULTANT AND CLIENT

Amendment No. 3 to Agreement dated 12/21/2016 between GHD Inc. (Consultant) and City of Madera (Client).

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

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

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

Additional Scope of Work

The following is a description of the engineering and landscape architect services specific to the planned pocket park and the intersection analysis for which additional budget is requested.

0401: Project Management and Meetings

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

0402: N Lake Ave, E 4th Street and E Central Ave Left Turn Study

In light of the Caltrans road diet that is being proposed on E Yosemite Ave, the left turn demand shall be re-evaluated based on assumed 20% growth of the current forecasted volumes. The alternatives that will be reviewed will be a single left turn lane, a double left turn lane and a roundabout. The review of the left turn lanes will include queuing and lane transitions with respect to the existing improvements, striping and intersection spacing. It is assumed that the draft memo will be reviewed once by the City and GHD will make minor revisions to finalize the memo. No Caltrans coordination is assumed to be part of this Left Turn Study update.

Data Collection:

GHD will utilize the information that was obtained in support of the ICE that was completed in February 2019. The volumes of the NB Left Turns on N Lake Ave will be increased by 20% to approximate the additional vehicles that will be diverting from E Yosemite Ave as a result of the future Caltrans road diet improvements.

Data Analysis:

Existing Conditions

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

GHD Project No. 11144963
Date 2/6/24

Existing Plus Project Conditions

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

Schedule

The assumed schedule for this task is below:

Task	***Date***
NTP	*2/21/24*
Draft Left Turn Study	*3/21/24*
City Review of Draft Left Turn Study	*4/21/24*
Revised Left Turn Study	*5/21/24*
City Review of Revised Left Turn Study	*6/21/24*
Final Left Turn Study	*7/21/24*

Fee Estimate

The fee requested for the additional services is $23,388.75 as summarized by task below. Also refer to attached Exhibit A.

Task Description	***Task Fee***
0401: Project Management and Meetings	*$ 3,768.75*
0402: N Lake Ave, E 4th Street & E Central Ave Left Turn Study	*$19,620.00*
Total Estimated Fee:	***$23,388.75***

Terms and conditions

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

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

Sincerely,

GHD Inc.

John C. Rogers, PE

Senior Transportation Engineer/Project Manager

Attachment: Exhibit A

GHD Project No. 11144963
Date 2/6/24

Exhibit A

Amendment 3 Fee and Effort Table							
GHD							
Task	Task Description	*Class Rate*	Rogers/ Southern (PM) $251.25	Vanegas-Moran/Stinger (Engr) $202.50	Total Hours	Task Sub-Total	Amendment 3 Task Totals
0401	**Project Management and Meetings**						**$3,768.75**
0401.1	Project Management		5		5	$1,256.25	
0401.2	Meetings (**Monthly**)		10		10	$2,512.50	
0402	**N Lake Ave, E 4th Street and E Central Ave Left Turn Study**						**$19,620.00**
0404.1	Left Turn Evaluation Memorandum		12	82	94	$19,620.00	
	Subtotal Hours	*Hours*	27	82	109		
	Subtotal Dollars	*Dollars*	$6,783.75	$16,605.00		$23,388.75	**$23,388.75**

Attachment 2

Aerial Map


N Lake St
E 4th St
Flume St
Ave
E Central Ave
E Central Ave
N Lake St
Approximate Layout of 4th Street Closure
California Look
N Lake St
E 4th St
N A St
N Lake St
E 5th St

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: B-7

SUBJECT:

Contract Award for Pavement Distress Survey and Analysis

RECOMMENDATION:

Adopt a Resolution awarding the contract for Pavement Distress Survey and Analysis, City Project No. ENG-000G for $110,900 to Nichols Consulting Engineers (NCE)

SUMMARY:

In November 2023, the City released a Request for Proposals (RFP) for qualified consultants to provide professional services to develop a Pavement Distress Survey and Analysis, City Project No. ENG-000G, for the City's local, arterial, and collector streets. The City received five responsive proposals. The proposals were evaluated by a team of qualified City staff and Nichols Consulting Engineers (NCE) received the highest ranking based on the RFP's criteria.

DISCUSSION:

A Pavement Management System (PMS) is a set of planning tools and methods that assist staff in determining cost effective strategies for evaluating, maintaining and managing street pavements to be in serviceable condition for a City-defined period of time. PMS involves the creation of pavement inventory throughout the city street network, the collection of pavement distress conditions, and analysis of the pavement conditions in preparation for determining the best method and most cost-effective strategies to perform maintenance and rehabilitation of city streets. The PMS can also be used to determine budgets, schedule, and prioritize future pavement maintenance and repair work.

One of the components of a Pavement Management System is the Pavement Condition Index (PCI). PCI uses a scale rating of 0 to 100, where 0 is the worst/failed condition and 100 represents a new road in near perfect condition. PCI is a universally accepted method to indicate the condition of pavement of a street at the time of the survey, which then determines and results

in better engineering decisions and strategies to provide treatment on a road. The causes of PCI ratings to be different from one another can be due to traffic volume, climate and precipitation, pavement age and load from heavy traffic.

Background

The City implemented a PMS and collected PCI data in 2016 for the collector and arterial streets using MicroPAVER software. The PMS consisted of a network inventory of approximately 70 centerline miles of arterial and collector roads. The average PCI of the collectors and arterials as noted in the existing Pavement Condition Data Collection Report was 68.6. The corresponding Budget Options Report provided three budget scenarios that were reported to the City for a five year period between 2018-2022:

- Unlimited Budget to bring all streets to an average of 76.4 ($20 million annually)
- Current Budget will drop to 54 PCI at the end of five year ($2 million per year)
- Maintain current PCI at 62.5 (required $3.5 million annually)
- Increase PCI to 68 at the end of five year (required $6.0 million annually)

Since 2016, the city has programmed 13 projects for resurfacing, restoration, and rehabilitation (3R projects). Eight projects have been completed. Three are scheduled for 2024 bidding. Two are pending the update of the PMS for selection of streets to receive 3R treatments. The budgets for the 13 projects total over $15 million, averaging $1.9 million per year. Fifty-seven (57) percent, $7.65 million, of the 3R funding is from Senate Bill 1 – The Road Repair and Accountability Act of 2017 (SB-1) and 41 percent, or $6.3 million, of the 3R funding is from Measure T, the local sales tax.

RFP Process

On November 11th, 2023, the City released an RFP for qualified consultants to update the street inventory and pavement conditions survey. The inventory shall include arterial, collector and all local residential streets. The selected firm will provide an overall average PCI of the City streets and roads, as well as average PCI for each category. Approximately 205 centerline miles shall be surveyed for pavement distress, PCI, and incorporated into the StreetSaver Software. The City intends to switch from Micro-Paver to StreetSaver Software because it has a better user interface, allows the user to perform various budget and repair scenarios, and the output is much easier to understand. Both Madera County and the city of Chowchilla currently use StreetSaver; there will be continuity and familiarity in information reported to the public. The selected consultant is expected to analyze the change in pavement conditions index (PCI) between the current effort and 2016 effort to develop a “Madera” model for deterioration for arterial and collector streets, rather than a theoretical model.

The RFP was uploaded to PlanetBids, the City’s online bidding platform. Additionally, staff sent notifications regarding the RFP to seven firms that were selected off the list of certified vendors for the Software StreetSaver. The City received five responsive proposals. The selection committee, consisting of three staff from Engineering and one staff member from the

Department of Public Works reviewed, evaluated and ranked each proposal based on criteria listed in the RFP that included the following:

- Experience related to PMS and PMS software
- Experience related to StreetSaver
- Experience with collection and interpretation of streets pavement distress data
- Work plan/schedule
- Fee Proposal.

NCE was ranked the highest. Staff negotiated a final scope of work and fee for the agreement presented herein for approval.

The scope of services identified in the agreement with NCE will include the collection of pavement distress conditions and analyzing the results to prepare reports recommended maintenance and repairs, budget reports, procure the StreetSaver software and training City staff. The total amount for this agreement is $89,400 that will include all services outlined in the scope of work and an additional $21,500 for extra services not identified at the time of the RFP which will be optional if the City chooses to execute this option with the approval of the City Engineer.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is included in the adopted FY 23/24 CIP Budget using the Local Transportation Funds.

ALTERNATIVES:

Should the Council reject awarding this contract, Staff will not be able to provide requested information regarding the current condition of the City's street system. Additionally, there could be delays in pavement and rehabilitation projects as the PMS is key to move other projects forward regarding pavement projects.

ATTACHMENTS:

1. Resolution
2. Agreement

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AWARDING A CONTRACT FOR ENGINEERING SERVICES FOR THE PAVEMENT DISTRESS SURVEY AND ANALYSIS, CITY PROJECT NO. ENG-000G TO NICHOLS CONSULTING ENGINEERS, CHTD.

WHEREAS, on November 11, 2023 the City of Madera (City) Engineering Department released a Request for Proposals (RFP) for the Pavement Distress Survey and Analysis, City Project No. ENG-000G hereinafter referred to as "the Project";and

WHEREAS, five responsive proposals to the RFP were received by December 19, 2023; and

WHEREAS, Nichols Consulting Engineers, CHTD (NCE) received the highest ranking and is the City's selection to perform the services; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2023/24 under CIP Project ENG-000G using LTF Funds.

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

1. The above recitals are true and correct.

2. The City Council approves awarding a contract for engineering services to NCE, incorporated herein as Exhibit 1.

3. The Mayor of the City of Madera is authorized to execute the contract and all documents necessary to effectuate the contract on behalf of the City.

4. This Resolution is effective immediately upon adoption.

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Attachment 2

Contract Agreement

AGREEMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD (NCE) FOR PROFESSIONAL ENGINEERING SERVICES
for
CITY OF MADERA PAVEMENT DISTRESS SURVEY AND ANALYSIS, CITY PROJECT NUMBER ENG-000G

This Agreement made and entered into this 21st day of February, 2024, between the City of Madera, a municipal corporation of the State of California, hereinafter called **"**CITY**",** and NICHOLS CONSULTING ENGINEERS, CHTD (NCE) , hereinafter called **"**CONSULTANT **"**.

W I T N E S S E T H

WHEREAS, CITY plans to update the City of Madera Pavement Distress Survey and Analysis, City Project Number ENG-000G, hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with the services to be provided; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

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

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

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

a. Provide a Project Manager to work with CONSULTANT.

b. Review all submittals timely.

c. Pay all fees for permits;

d. Available studies, reports, and other data pertinent to CONSLTANT's services; obtain or authorize CONSULTANT to obtain or provided additional reports and data as required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the City or others in performing CONSULTANT'S services under this Agreement.

e. Arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

5. COMPENSATION

The basic fee based on the work tasks 1 through 7 itemized in EXHIBIT B , "Cost Proposal" is $89,400.00. Optional task 8 in the amount of $21,500 shall be authorized at the discretion of the City Engineer. The total fee for services under this agreement is $110,900.00

CITY and CONSULTANT agree on the rates shown in EXHIBIT C, “Hourly Rate Schedule”, and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT’S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT’S monthly invoices for the work performed specified herein. CONSULTANT’S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT ‘S invoice with a copy of the sub-consultant’s invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer’s authority is limited to expenditures not to exceed the amount of $11,090.00.

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit

and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation

endorsement in favor of the CITY, it's officers, agents, employees, and volunteers.

- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

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. CITY 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 CITY 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 CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

Notice of Cancellation

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days notice of cancellation (except for nonpayment for

which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. <u>OWNERSHIP OF DOCUMENTS</u>:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and

held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A, Under Project Schedule:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2025, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which

are authorized by the CITY representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by CONSULTANT.

2. A failure by CONSULTANT to comply with any material term of this Agreement.

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities,

damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

15. <u>RESPONSIBILITY FOR OTHERS</u>:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. <u>PROFESSIONAL RESPONSIBILITY</u>:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data

and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of

the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

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

24. CONSULTANT'S LEGAL AUTHORITY:

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

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA	CONSULTANT
Engineering Division	Nichols Consulting Engineers, CHTD
428 Yosemite Avenue	8795 Folsom Blvd., Suite 250
Madera, CA 93638	Sacramento, CA 95826

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

27. THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the Performance of the CONSULTANT's services hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * *

Nichols Consulting Engineers, CHTD

By: _____
Margot Yapp, PE, President

Taxpayer I.D. Number,_____

CITY OF MADERA

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Exhibit A – Scope of Work

1. Work Plan

Task 1 – Kickoff Meeting: NCE will first meet with City staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- Project goals
- Scope of work and project schedule
- Project budget and invoicing requirements
- Field work
  - Scheduling and access requirements
  - Public safety concerns, requirements, and procedures
  - Quality Management Plan (QMP)
  - Updated GIS map if any
  - New roads, if any
- M&R practices
- M&R records and construction costs
- Paving or maintenance budgets
- Budgeting scenarios
- Other optional tasks

Prior to the kick-off meeting, NCE will prepare a detailed agenda, which will be sent to City staff for review. Additional meetings may be held at appropriate milestones to review the work performed and to address any questions or issues that arise as the work progresses.

Deliverables: Kickoff meeting agenda and summary.

Task 2 – Pavement Condition Surveys: NCE will next perform pavement condition surveys on approximately 202 centerline miles of the City maintained streets, i.e., 51 miles of arterials, 23 miles of collectors, and 128 miles of residentials as requested in the Request for Proposal. The distress collection protocols will be in accordance with ASTM D6433-20. The "fuel" for any pavement management engine is the surface condition data. Pavement distress provides that important set of data in determining the costs to maintain the pavement network.





Automated procedures will be conducted with a 100% sampling rate with full width "curb-to-curb" pavement survey coverage to collect distress data. The upgraded LiDAR Scanners in our system can capture high-resolution 3D pavement profiles and automatically determine surface damage areas and the type, severity, and quantity of distress to evaluate pavement conditions. The data collection system will be operated by the same MTC-certified technicians, ensuring reliability in the collected data. A higher percentage of fatigue cracking sections could be identified for potential subgrade failures. Those sections could be the candidates for further structural testing (i.e., Deflection testing) in City's rehabilitation projects.

Our team will be responsible for providing all equipment necessary for the performance of this task. Should City personnel wish to observe our field crews and testing vehicles during the inspection surveys, we will be more than happy to accommodate this. Individual City staff may also accompany NCE's field crew for up to ½ day to gain hands-on training at no additional cost to the City. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just observers.

Please note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short-term maintenance that should be performed.

Quality control and quality assurance checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC component into all our projects.

NCE will prepare a QC Plan that will include the following components:



- Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the quality control plan so that future updates will be consistent.
- Accuracy required for data collection or acceptability criteria.
- Description of how data will be checked for accuracy, e.g., control sections setup and distress comparisons between walking and automated surveys. A sample spreadsheet of distress detail comparisons between walking and automated survey on control sections is listed below.
- Safety procedures

A draft QC plan will be submitted to the City for approval, and no field work will commence until a final plan has been accepted. See an example QC Plan in **Appendix A**.

Next, all data collected from the field will then be uploaded into the StreetSaver® database. There are specific rules and validations that must be followed in this task, so a successful upload depends on appropriate QC as well as a solid familiarity with the StreetSaver® program. This task will be performed at NCE's office in order to provide Quality Control of all data entered into the system. NCE will then perform the PCI calculations, and correct any errors found.

NCE will coordinate with Metropolitan Transportation Commission (MTC) to setup StreetSaver database under this task, including PAVER database conversion of arterials and collectors, pavement inventory development of residential streets, one-time GIS mapping integration, and one-year StreetSaver license fee.

Deliverables: Quality control plan, updated database with pavement distress data, PCI difference report, PCI report.

Task 3 – Maintenance and Rehabilitation Strategies: NCE will first review M&R strategies with City staff. This will include the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new/sustainable treatments or materials, such as rubberized asphalt, rubberized cape seals, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, etc. Development of the M&R decision tree is a critical step in any PMS update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable.

In addition, all historical M&R records from the previous update to 2023 will be entered into the StreetSaver® database. Populating the database with recent M&R historical data is extremely useful for determining future treatments and predicting the performance of the various pavement sections.

Deliverables: M&R history report and updated database with historical M&R records; M&R strategies and costs in decision tree.

Task 4 – Budget Analysis and Annual Reports: NCE will next perform a Budget Needs analysis using an analysis period to be determined by the City (can be as long as 30 years). The Needs Analysis identifies street sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the road sections for repair under constrained budgets.

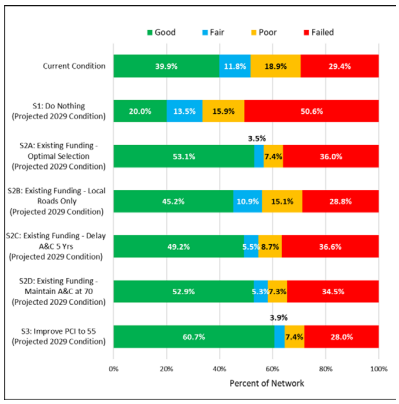
In simple terms, the Budget Needs analysis answers the questions:
"If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

The **Budget Scenarios** evaluation uses a weighted effectiveness rating to prioritize sections for repair under constrained, realistic, budgetary assumptions. The effectiveness rating is defined as the area under a pavement performance curve. The effectiveness rating is weighted to place a higher priority on certain roads, such as arterials and collectors.

Simple put, this module answers the question: "If I only have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?

Multiple funding scenarios may be performed to answer "what-if" questions (the real "meat" of any PMS). NCE will perform up to five budget scenario runs based on the discussion with City staff. Typical scenarios include:

- Impacts of existing funding levels including SB1 funding or Measure T
- Funding required to maintain existing PCI
- Funding to improve the PCI to a state of good repair
- Impacts to model changes in funding, e.g., if increases in funding, e.g., sales tax or bond measures



StreetSaver® has powerful prioritization tools that analyze the benefits and costs for each road segment and treatment so that a prioritized list of candidate projects is generated for inclusion in a multi-year work plan. It also has the ability to accommodate projects that are "fixed" e.g., utility projects or projects with committed funding.

A sample graph from similar budgetary analyses is shown directly on the right.

With updated network condition, pavement strategies, and funding assumptions, the StreetSaver® software could general multi-year work plan for City's maintenance and rehabilitation projects. The scheduled utility projects or funding allocation criteria could be also included in work plan development. After the analysis is completed, NCE will prepare a draft pavement condition report for the City to review. As previously mentioned, data from other cities and counties from the Statewide survey database may be provided for comparison.

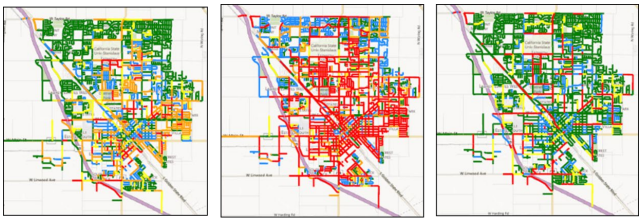
NCE will next deliver the draft report to the City for review in electronic format. Upon receipt of the comments on the draft report, NCE will complete the final report for submittal.

Deliverables: Draft report (electric) and final report including sections selected for treatments.

Task 5 – GIS Linkage: The StreetSaver® software has a GIS Toolbox which links the database to the City's GIS centerline shapefile. The linkage typically consists of matching segments in the base map based on road name, type and/or direction. Each section can be linked to a segment or segments in the base map. The GIS Settings Screen is used to create the link between the database and the base map. The Section Link Screen will match segments in the basemap based on road name, type and/or direction. Typically, 60 to 70% of the segments will be automatically linked after finding a match. In cases where there are discontinuities, or where road names do not match, then a manual link must be made.

Once linked, powerful maps can be generated within minutes, as shown in the example:

- PCI Range by street section
- Future PCI by street section
- Maintenance Treatment History
- Impacts of different budget scenarios
- Sections Selected for Treatment


2013 | 2032 with current funding $1.25 m/year | 2032 with sales tax $6.25 m/year

Task 6 – StreetSaver Software Training: NCE will prepare and present a one-day training class with City staff. The class will cover the following items:

- Creating or editing street sections
- Entering pavement distress data
- Performing PCI Calculations
- Entering maintenance and rehabilitation history
- Revising the M&R decision tree
  - Determining appropriate unit costs
- Determining budget needs
  - Creating budget scenarios Identifying treatment strategies
  - Project selection tools
  - Target-driven analysis
- Generating reports and GIS maps



All materials will be provided by NCE. It is assumed that the training will be conducted virtually and will include up to 3 participants. It is assumed that computers and internet access will be provided by the City.

Deliverables: Training manuals and PowerPoint presentations.

Task 7 – Council Presentation: NCE will make presentations to the City Council, if desired. This may be a short (15 to 20 minutes) informational item or could be a longer (1-2 hours) educational/advocacy workshop, depending on the City's needs. NCE has recently completed similar presentations to the Cities of Davis, Fairfield, Folsom and to the Board of Supervisors in Madera, Fresno, Santa Cruz, Siskiyou, and Humboldt Counties.

NCE's value to the City is the information that we can provide from other agencies, and the results of tight budgetary constraints. We can also share the perspective of our work from the California Statewide Needs Assessment study, which included an assessment of all 540 cities and counties. This task includes two videoconferences with City staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues.

Deliverables: PowerPoint presentation.

Task 8 – Optional Tasks: As an optional task, a one-day distress collection training workshop will be performed in the City facility. NCE will present the overall pavement distress and inspection procedure. We will next conduct field training with City staff to walk through how to identify distress types/severities, how to measure and how to calculate PCI. In addition, up to 100 hours technical supports will be provided on a time and material basis for one year. Typically, most technical support is related to providing one-on-one assistance, performing budget scenarios, updating M&R records, providing customized reports, providing pavement treatment recommendations, GIS maps, etc.

Deliverables: Field distress collection training and up to 100 hours technical supports.

Project Schedule

Task Description	Months from Notice to Proceed				
	1	2	3	4	5
Task 1: Kickoff Meeting					
Task 2: Pavement Condition Surveys					
Task 3: Maintenance and Rehabilitation Strategies (M&R)					
Task 4: Budget Analysis and Reports					
Draft Report					
City Review					
Final Report					
Task 5: GIS Linkage					
Task 6: StreetSaver Software Training	At City's Convenience				
Task 7: Council Presentations	At City's Convenience				
Task 8: Optional Tasks	At City's Convenience				

Assumptions

Task 2 assumes no weather delays.

Task 4 assumes two weeks for City review.

Exhibit B – Fee Proposal

Year 1 – 2024

City of Madera
ENG-000G
Pavement Distress Survey and Analysis
Cost Proposal (Revised January 24, 2024)

Task Description	Hourly Breakdown by Personnel					Marker/MTC	Total Cost
	Project Manager	QC/QA Manager	Project Engineer	Field Technician	Clerical		
Task 1: Kickoff Meeting	6		4				$ 2,500
Task 2: Pavement Condition Surveys							
Pavement Condition Surveys	2	4	16	72		$ 32,879	$ 46,800
StreetSaver Database Setup and License Fee						$ 18,300	$ 18,300
Task 3: Maintenance and Rehabilitation Strategies (M&R)	2	2	12		2		$ 3,500
Task 4: Budget Analysis and Reports	4	2	32		4		$ 7,800
Task 5: GIS Linkage	2	4		40			$ 5,300
Task 6: StreetSaver Software Training	2		8			$ 460	$ 2,500
Task 7: Council Presentations	2	2	8				$ 2,700
Task 8: Optional Tasks							
Distress Condition Training Workshop	2			12			$ 2,000
1-Year Technical Support	20		80				$ 19,500
Total (without optional task)	**20**	**14**	**80**	**112**	**6**	**$ 51,639**	**$ 89,400**
Total (with optional task and Database Setup)	**42**	**14**	**160**	**124**	**6**	**$ 51,639**	**$ 110,900**

Tasks 1, 3 and 7 include the virtual meetings with the City.

Task 2 assumes 202 miles of streets, and that City will provide GIS street centerline shapefile for all field work. Field work assumes one-time mobilization to the City. All pavement inspections will be as per ASTM D6433 protocols.

Task 2 includes a 5% Quality Control field check for the work.

Task 2 "StreetSaver Database Setup and License Fee" include PAVER database converision, pavement inventory development for approximately 135 centerline miles of residential streets, one-time GIS mapping integration, and one-year StreetSaver license fee.

Task 5 assumes City will provide GIS shapefile for StreetSaver Database update.

Task 6 assumes a 6-hours virtual meeting for StreeSaver training.

Task 8 assumes one-day workshop and field meeting for distress conditon training and up to 100 hours technical supports as needed.

Exhibit C – Hourly Rate Schedule in 2024

NCE Hourly Rate Schedule

Professional Services	Technical Services	Professional Equipment
Principal……. $310/hour	Senior Technician…….. $140/($165-PW)/hour	Truck…….. $115/day
Associate….. $245/hour	Field Technician…….. $115/($140-PW)hour	Automobile…. IRS Standard Mileage Rate+15%
Project II…… $195/hour	Project Administrator… $130/hour	Deflectometer Testing…….. $4,000/day
Project I……. $180/hour	Technical Editor…….. $115/hour	Coring…… $5,000/day
Staff I……. $155/hour	Clerical…… $105/hour	

Terms: Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

Märker Hourly Rate Schedule

Professional Services	Technical Services	Equipment
Principal……. $195/hour	Senior Construction/Field Manager…… $125/hour	Truck…… $145/day
Associate….. $170/hour	CAD/GIS Technician…… $110/hour	Automobile……. IRS Standard Mileage Rate+15%
Senior……. $155/hour	Project/Program Administrator…… $95/hour	Automated Pavement Inspection/LiDAR Mapping
Project…… $130/hour	Field/Engineering Technician…… $98/hour	…… $4,800/day
	Clerical…… $73/hour	

Terms: Billings are payable upon presentation and are past due 30 days from invoice date. Märker makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

REPORT TO CITY COUNCIL

Approved by:
Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: B-8

SUBJECT:

Consider an Ordinance to Amend Section 8-7.08 (D) of the Madera Municipal Code Involving Delinquent Date for Payment of Municipal Utilities

RECOMMENDATION:

Waive full reading and adopt an Ordinance of the City Council of the City of Madera amending Section 8-7.08 (D) of the Madera Municipal Code to change utility bill payment dates by title only.

SUMMARY:

Despite the availability of various payment methods for the City's monthly utility bills, a significant portion of municipal utility account holders prefer to pay in person at City Hall. This preference has resulted in customer service challenges, with long lines and unanswered calls observed particularly around the 25th of the month, the established non-delinquent payment deadline in the Madera Municipal Code. To address these issues without incurring additional costs, staff proposes a strategic solution. By dividing Madera into four "billing quadrants" and rotating the payment due date based on the quadrant, staff aims to distribute the payment influx more evenly, alleviating congestion and enhancing overall customer service. To implement this plan, staff recommended amending Section 8-7.08 (D) of the Madera Municipal Code to modify the codified bill due date. This amendment was introduced at Council's February 7th meeting. At that meeting, Council waived the full reading, adopted the ordinance approving the change, and introduced the proposed amendment to the MMC. If this second reading is approved, the proposed change will go into effect 31 days after the second reading.

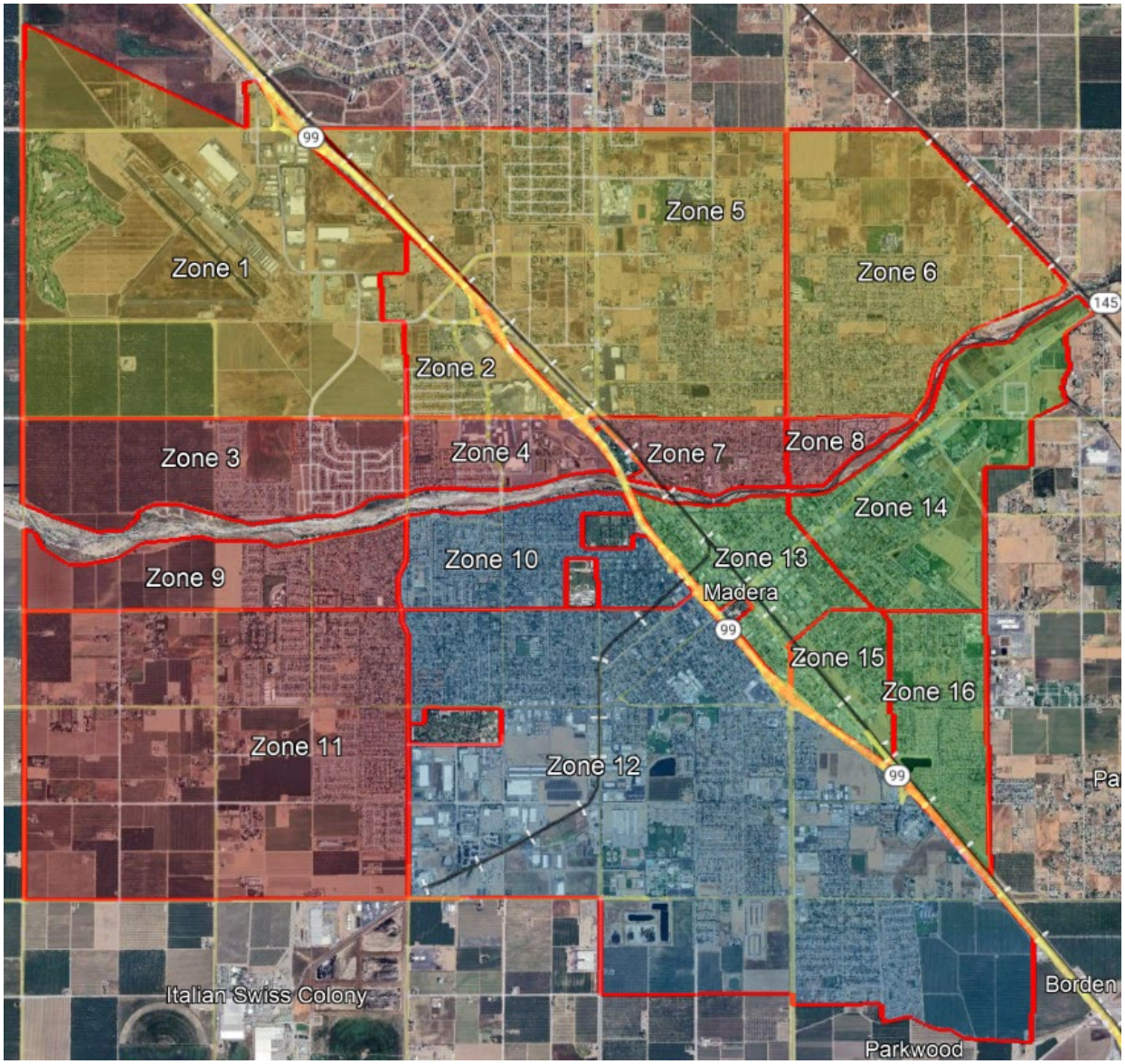
DISCUSSION:

As discussed at the workshop to City Council on January 17, 2024, the City charges for the municipal utilities it provides to the citizens of Madera through authority of the Madera Municipal Code's (MMC) Title VIII, Chapter 7. While MMC Title VIII, Chapter 7, Section 8-7.08 gives authority to the Director of Finance for issuing bills and administering the program, the

Section explicitly states that unpaid bills are not considered delinquent until the "…close of business on the 25th of the current month."

The specific deadline set in the Madera Municipal Code (MMC) for utility bill payments, particularly around the 25th of each month, has led to a concentrated surge of payments during this period. Despite the City offering multiple payment channels, a significant portion of customers persist in visiting City Hall for their utility payments. This influx results in extended wait times at the Utility Billing customer counter, hindering efficient service delivery. Furthermore, the overwhelming demand at the payment windows impedes staff's ability to address utility billing queries over the phone. As a consequence, the current customer service experience falls short of the desired standards, prompting the need for strategic adjustments to enhance overall efficiency and satisfaction.

At Council's January 17th, 2024 meeting, staff presented a plan to address this customer service shortfall. The plan involves dividing the City into four "billing quadrants," with different utility payment due dates for each quadrant. After looking at various scenarios, Staff recommended the selection of the following billing/payment scenario:



The proposed monthly billing dates and payment due dates for the different quadrants are outlined in Table 1.

Table 1: *Proposed Payment Due Date per Quadrant*

Billing Quadrant	Bill Issuance Date	Bill Payment Date
1 (Yellow)	14th	7th
2 (Red)	21st	14th
3 (Green)	28th	21st
4 (Blue)	7th	28th

To execute this plan successfully, it is necessary to modify MMC Section 8-7.08 (D). Staff recommends amending this section to permit multiple delinquent dates on municipal utility bills, contingent on the quadrant where a utility account's address is located. Additionally, staff proposes retaining the existing provision that stipulates if a payment due date falls on a weekend or legal holiday, the payment will be due on the next business day. These amendments are crucial for aligning the billing structure with the proposed quadrant-based system, ensuring a seamless and effective implementation of the revised payment schedule.

This item was considered by Council at its February 7, 2024 meeting. At that meeting, Council approved an ordinance introducing this change in the MMC. Approval of this changes during this second reading will codify it into the MMC. If approved, the Ordinance would go into effect on the 31st day after approval.

FINANCIAL IMPACT:

The approval of the revised MMC Section 8-7.08 (D) is not expected to incur any new costs or generate additional revenue for the City. However, the adoption of the proposed billing and payment schedule is anticipated to enhance cash flow. By encouraging customers to spread their bill payments throughout the month rather than concentrating them around a single day, the City aims to achieve a more balanced and consistent inflow of funds. This strategic adjustment is designed to improve financial predictability and contribute to more efficient fiscal management without imposing any additional financial burden on the City.

It is important to emphasize that the primary objective of this initiative is not revenue-driven; instead, the overarching goal is to enhance the customer experience by minimizing wait times. The proposed changes in billing and payment schedules are strategically designed to distribute payment activities throughout the month, alleviating congestion and improving overall customer satisfaction. This customer-centric approach prioritizes efficiency and convenience, creating a more positive experience for residents interacting with the City's utility billing services.

ALTERNATIVES:

Council may reject the plan recommended by Staff. Should Council reject the plan, the current utility bill payment customer service issues will continue. Council may adopt different bill issuance and payment dates than those proposed by Staff. The effect of adopting dates different from those proposed by Staff will depend on the specific dates selected.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 8-7.08 (D) OF THE MADERA MUNICIPAL CODE TO CHANGE UTILITY BILL PAYMENT DATES

WHEREAS, the City of Madera has the authority to charge for utility services provided to the citizens of Madera as further described in Chapter 7 of Title VIII of the Madera Municipal Code; and

WHEREAS, Section 8-7.08 (D) of the Madera Municipal Code specifies that any unpaid utility charges are delinquent at the close of business on the 25th of the current month; and

WHEREAS, by declaring the 25th of the current month as the date by which unpaid utility charges are delinquent, the City has a de-facto due date on utility bills of the 25th of the current month; and

WHEREAS, with the growth of City utility customers, having a single due date for utility bill payments has created significant customer service challenges for payments processed in person at City Hall; and

WHEREAS, the City Council received a presentation on January 17, 2024 outlining a plan to address and improve the customer service issue by dividing the city into four "billing quadrants" and implementing different payment dates for each of those quadrants; and

WHEREAS, Section 8-7.08 (D) must be amended to allow for multiple utility payment dates;

WHEREAS, the City Council now desires to update Section 8-7.08 (D) as set forth in this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does ordain as follows**:**

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

2. Code Amendment. Subsection (D) of Section 8-7.08 of Chapter 7 of Title VIII of the Madera Municipal Code is hereby amended to read in its entirety as follows (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

§ 8-7.08 CHARGES FOR MUNICIPAL UTILITIES

(D) *Payment*. All charges for utility services shall be due and payable on the billing date. All unpaid utility charges shall become delinquent at the close of business ~~on the 25th of the current month~~ ***on either the 7th, the 14th, the 21st, or the 28th of the current month, depending on billing dates established by the Director of Finance as allowed in Section 8-7.08 (B) and at the discretion of the same. The specific due and payable date selected by the Director of Finance for each account will be identified on each unified bill***. ***The Director of Finance may also update the specific due and payable date identified herein for any account upon 60 days prior notice to the utility customer in the unified bill.*** If the delinquent date falls on a Saturday, Sunday or legal holiday, charges shall become delinquent at the close of business on the next business day after said Saturday, Sunday or legal holiday. Postmarks will not be accepted as the date the payment was received.

3. Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Madera hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact any one or more sections, subsections, clauses, or phrases be declared invalid.

4. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

5. Posting. Within fifteen (15) days after its adoption, the City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted once in a newspaper of general circulation in accordance with Government Code Section 36933 as required by law.

****

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Meeting of: February 21, 2024

Agenda Item: B-9

SUBJECT:

Second Reading and Adoption of an Ordinance to Rezone ±57.53 Acres of Property Located on the Southwest Corner of the Intersection of West Pecan Avenue and Stadium Road (Rd 26½) (REZ 2023-04).

RECOMMENDATION:

1. Waive Full Reading and adopt an Ordinance of the City Council of the City of Madera approving Rezone 2022-04 amending the City of Madera Zoning Map to rezone approximately 57.53-acre of property (APN[S]: 012-480-008 & 012-480-009) from the R-1 (Residential, One unit for Each 6,000 square feet of site area) to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district, by title only.

SUMMARY:

An amendment of the City's zoning regulation requires two actions by the City Council (Council) - the introduction of the Ordinance (first reading) and the adoption of the Ordinance (second reading).

The Council introduced the Rezone Ordinance and waived the first reading of the Ordinance to amend the official City of Madera Official Zoning Map to rezone approximately 0.3 acres at 405 Vineyard Avenue (Assessor's Parcel Number [APN] 008-071-001) from the R2 (One unit for each 3,000 square feet of site area) zone district to the R1 (One unit for each 6,000 square feet of site area) zone district at a public hearing held on February 7, 2024.

Subsequently, on February 13, 2024, the City of Madera Planning Commission adopted a resolution adopting the Mitigated Negative Declaration (SCH No. 2023120574) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project

(including REZ 2023-02); and contingently approving TSM 2022-01 (Carmel II) and TSM 2023-02 (Carmel IV), subject to Council adoption of an ordinance approving REZ 2023-02.

BACKGROUND:

The applicant, Mike Pistoresi/DMP Development Corp, has filed Rezone (REZ) Application No. 2022-04 proposing to rezone ±57.53 acres of land located on the southwest corner of the intersection of West Pecan Avenue and Stadium Road (Road 26 ½ - the Project Site; Attachment 1) from the R-1 (Residential, One unit for each 6,000 square feet of site area) zone district to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district. The General Plan land use designation for the site is LD (Low Density Residential – Attachment 2).

REZ 2022-04 has been filed in order to facilitate approval of a proposed subdivision of the project site for purposes of creating a 317-lot single family residential planned development in accordance with Tentative Subdivision Maps TSM 2022-01 (Carmel II) & TSM 2023-02 (Carmel IV).

Pursuant to the provisions of City Municipal Code (CMC) §§ 10-3.1507 & 10-3.1508, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) was held before the Planning Commission on January 16, 2024. Following a complete hearing, the Commission adopted Resolution No. 1975 (Attachment 6) recommending the Council approve REZ 2022-04.

In accordance with the provisions of CMC § 10-3.1509, the recommendation of the Commission was presented to the Council with the introduction of the ordinance a duly noticed public hearing of the Council on February 7, 2024. The CMC provides the Council may adopt (or deny) the rezoning amendment, or any part thereof.

ANALYSIS:

Pursuant to CMC §10-3-4.101(A) the purpose of the P-D zones is to authorize and regulate density of planned developments and other residential subdivisions. The district is intended to allow use of special design criteria for maximum utility of the site and to allow maximum design flexibility within the density limitations provided.

The proposed planned development project intends to subdivide the project site for the purposes of creating single family residential lots ranging from 4,500 to more than 7,500 square feet in area. REZ 2022-04 proposes to rezone the project site to the PD-4500 zone district to permit a density of one residential unit for each 4,500 square feet of site area to accommodate lot sizes of less than 6,000 square feet in area (development standards for the project are proposed in compliance with conventional R-1 zone district standards). Precise Plan elements and development standards will be incorporated within the project conditions of approval and presented to the Commission at the time of consideration of the tentative maps.

The entirety of the project site is designated for Low Density Residential (2.1 to 7 dwelling units per acre) land use by the Madera General Plan. The Low-Density Residential land use designation includes a Target Density of 5.25 dwelling units per acre (as defined in General Plan Policy LU-7).

Policy LU-32 of the Madera General Plan provides that zoning shall be consistent with General Plan land use designations. In areas where the zoning and the land use designation are not identical, Table LU-A: General Plan/Zoning Consistency of the Madera General Plan shall be used to determine consistency for rezoning applications. The PD-4500 zone district is consistent with the Low-Density Residential land use designation, due to the site-specific design criteria, pursuant to Table LU-A of the Madera General Plan.

The proposed planned development project comprising 317 dwelling units on the ±57.53-acre project site yields a density of approximately 5.5 dwelling units per acre; consistent with the Low Density Residential range as well as the Target Density.

Site Characteristics:

The project site, located on the southern edge of the City, west of Highway 99, is collectively bound by West Pecan Avenue to the north, Stadium Road (Rd. 26½) to the east, and existing farmland and settlement ponds to the west. The City limits form the project site's western and southern boundaries.

The project site consists of an active nut orchard with a long history of agricultural disturbance. The site is devoid of most native and non-native species naturally occurring in this area. The plant diversity in this habitat is low and is composed primarily of non-native grasses and other ruderal plants.

The site is located outside the Federal Emergency Agency (FEMA) 100-year floodplain (FEMA Special Flood Hazard Area, Zone AO). In major storm events, where large amounts of precipitation fall within a 24-hour period, run-off is unlikely to pool in this area.

An overview of the proposed project and project site characteristics are provided in Table 1 below.

Table 1: *Project Overview*	
Project Number:	REZ 2022-04
Applicant:	Mike Pistoresi
Property Owner:	DMP Development Corporation Inc
Location:	Southwest corner of Pecan Avenue and Stadium Road (Road 26 ½) APN(s): 012-480-008 and 012-480-009
Project Area:	57.53-acres.
Planned Land Use:	LD (Low Density Residential)
Zoning District:	Rezone from R-1 to PD-4500 (Planned Development, one unit per 4,500 square feet of site area)

Table 1: *Project Overview*	
Site Characteristics	The project is located on land that is currently used for agriculture. Planned land use bordering the site is predominately Low Density Residential.

Surrounding Land Uses:

The site is bordered to the north by Pecan Avenue, which is a planned Arterial roadway. Madera High School is located beyond Pecan Avenue to the north, on land that is designated for Public Facilities. Stadium Road (Rd. 26½) is a planned Collector roadway bordering the site to the east. A portion of the neighboring property to the east is already developed into a residential subdivision with the other portion currently being used for agriculture and a Madera irrigation basin. The project will dedicate right of way where required surrounding the project site and specifically for a portion of Avenue 12½ to the south, which is a planned Collector roadway. Land beyond and to the south contains agriculture. The site is bordered to the west by settlement ponds and agriculture. Land to the east is zoned Low Density Residential, land to the south is outside the current city limit, including land to the west, with these area's identified for Industrial development in the current City of Madera General Plan and agricultural uses in the County Zoning Map (Attachment 4).

Table 2 below summarizes the existing development/uses, and the General Plan land use designations and zoning districts surrounding the proposed project site. The General Plan designations identified in Table 2 represent the City's General Plan land use designations surrounding the project site. The zoning districts identified in Table 2 include both City and County zone districts based on where the City limit boundary abuts the project site.

Table 2: *Bordering Site Information*			
Direction	*Existing Use*	*General Plan Designation*	*Zone District*
North	Madera High School	P&SP	U (City)
East	Agriculture and residential	Low Density Residential	R-1 and PD 6,000
South	Agriculture	Village Reserve	ARE-40 (County)
West	Agriculture	Industrial	ARE-5 (County)
AR-5 – Agricultural, Rural, (Five Acre) District (County) ARE-20 – Agricultural, Rural, Exclusive (20 acre) District (County) PD 4500 – Planned Development (One unit per each 4,500 square feet) (City)			

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed project has been reviewed and previously assessed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

4Creeks, Inc. has prepared an initial study, performed environmental analyses and evaluated the project in accordance with the CEQA Guidelines and criteria on behalf of the City as lead agency.

The conclusions and findings resultant from these environmental studies, analyses and an evaluation of the proposed project determined that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the significant direct, indirect or cumulative effects on the environment, and that a Mitigated Negative Declaration is appropriate for this project.

The Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the County Clerk on December 1, 2023, published in the Madera Tribune on December 2, 2023, and posted with the Governor's Office of Planning and Research (OPR) on December 22, 2023, initiating a public review period effectively commencing on December 1, 2023, and ending January 22, 2024.

On February 13, 2024, the City of Madera Planning Commission adopted a resolution adopting the Mitigated Negative Declaration (SCH No. 2023120574) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project (including REZ 2023-02).

The Commission therefore made the first project approval for the overall project as part of its consideration of the contingent approvals of Tentative Subdivision Map TSM 2022-01 (Carmel II) and TSM 2023.-02 (Carmel IV) on February 13, 2024. Despite the recommendation included within Planning Commission Resolution 1975 relative to Council action pertaining to Mitigated Negative Declaration (SCH No. 2023120574) and the Mitigation Monitoring and Reporting Program, given these timelines for considerations and approvals, and as the first project approval, the Commission adopted the environmental findings of Mitigated Negative Declaration (SCH No. 2023120574), which provides the environmental assessment for the entire project including REZ 2022-04 as well as the Mitigation Monitoring and Reporting Program, for adoption. As such, staff are proposing the Council find that this project has already been environmentally assessed, there have been no changes as contemplated by CEQA Guidelines Section 15162(a), and as such no further environmental documentation is required.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing to consider REZ 2023-02 at their regular meeting on January 16, 2024. No members of the public addressed the Commission on this item. On a 5-0 vote, the Commission adopted Resolution No. 1975, finding the rezone in conformance with the goals and policies of the General Plan and recommending approval of the same.

FISCAL IMPACT:

The applicant paid Planning Department entitlement fees in accordance with the City's adopted Master Fee Schedule to offset the cost associated with processing REZ 2022-04. Future development will be required to pay all contemporary impact fees, assessments and charges toward supporting City infrastructure and services.

ALTERNATIVES:

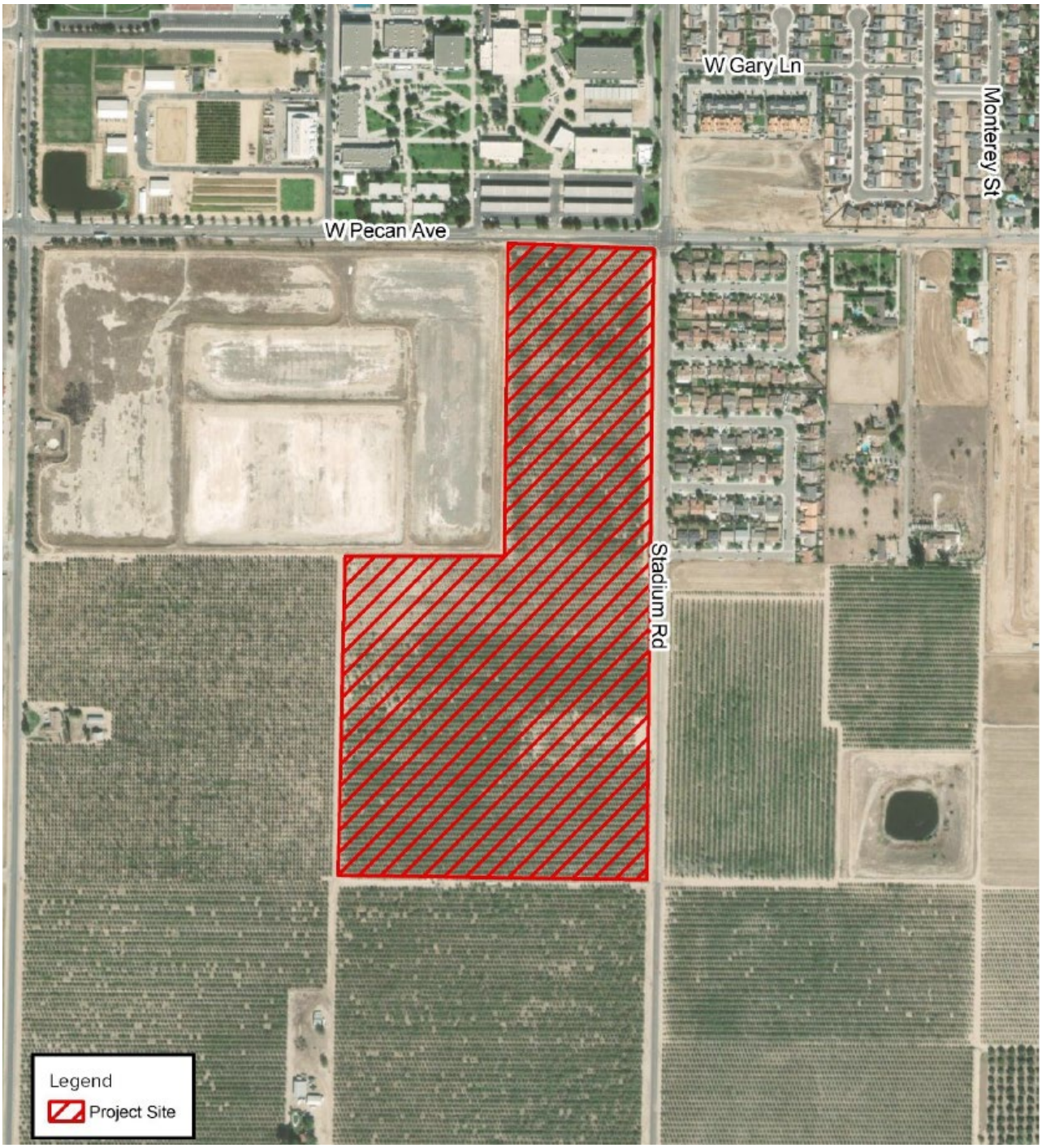
Council could consider alternatives other than the Planning Commission and staff's recommendation for approval of the rezone. The Council may:

1. Deny the rezone. Should the request be denied, the Tentative Subdivision Map project would be unable to move forward.
2. Move to continue the item to a date and time certain, or refer the item back to staff, with direction to staff to provide additional information.

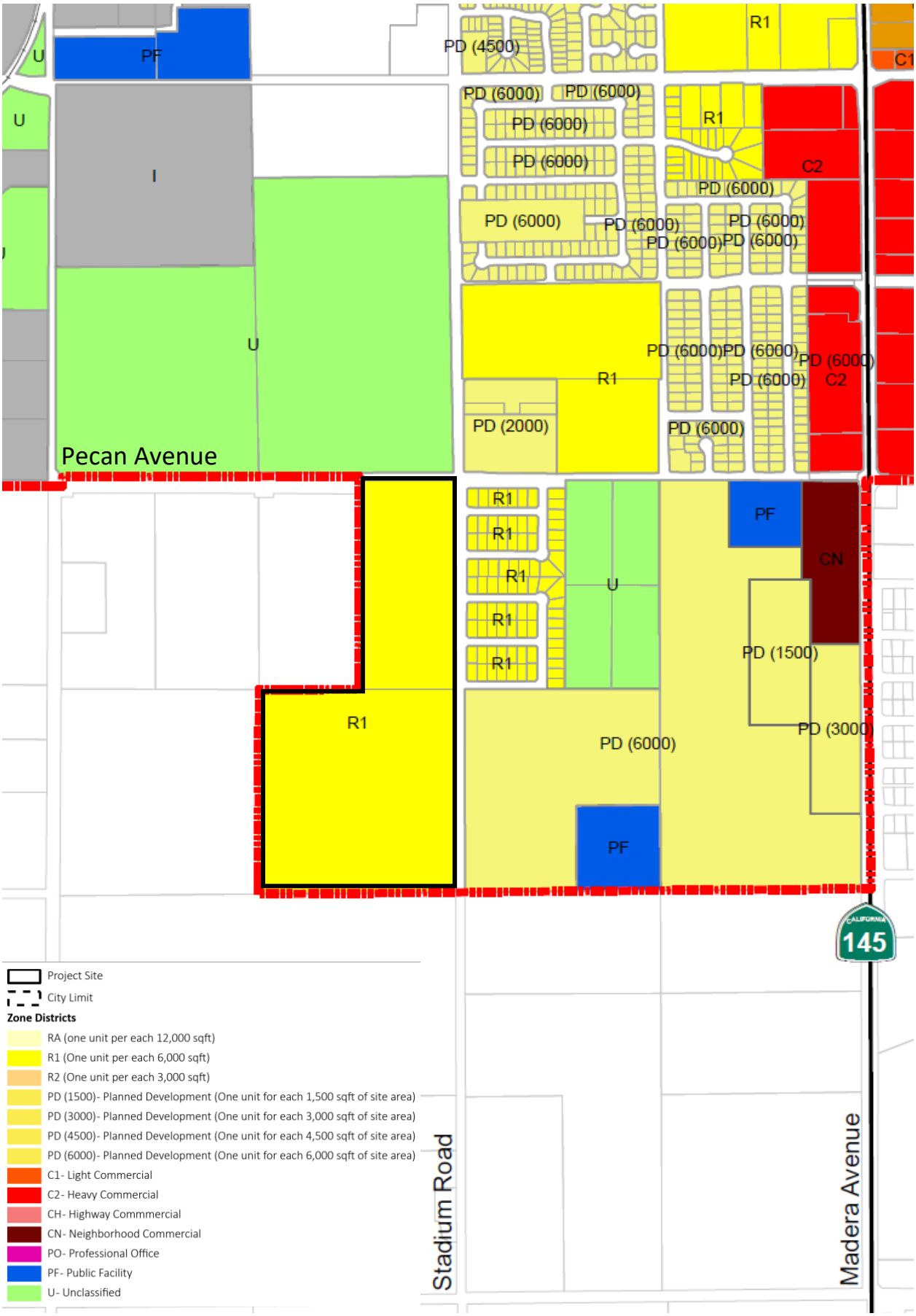
ATTACHMENTS:

1. Vicinity Map
2. Existing City Zoning Map
3. City General Plan Land Use Map
4. County Zoning Map
5. City Council Ordinance for Rezone
   Exhibit "A" – Mitigation Monitoring and Reporting Program
   Exhibit "B" – PD (4500) zone district
6. Planning Commission Resolution 1975
7. Environmental Review – IS/MND (SCH No. 2023120574)

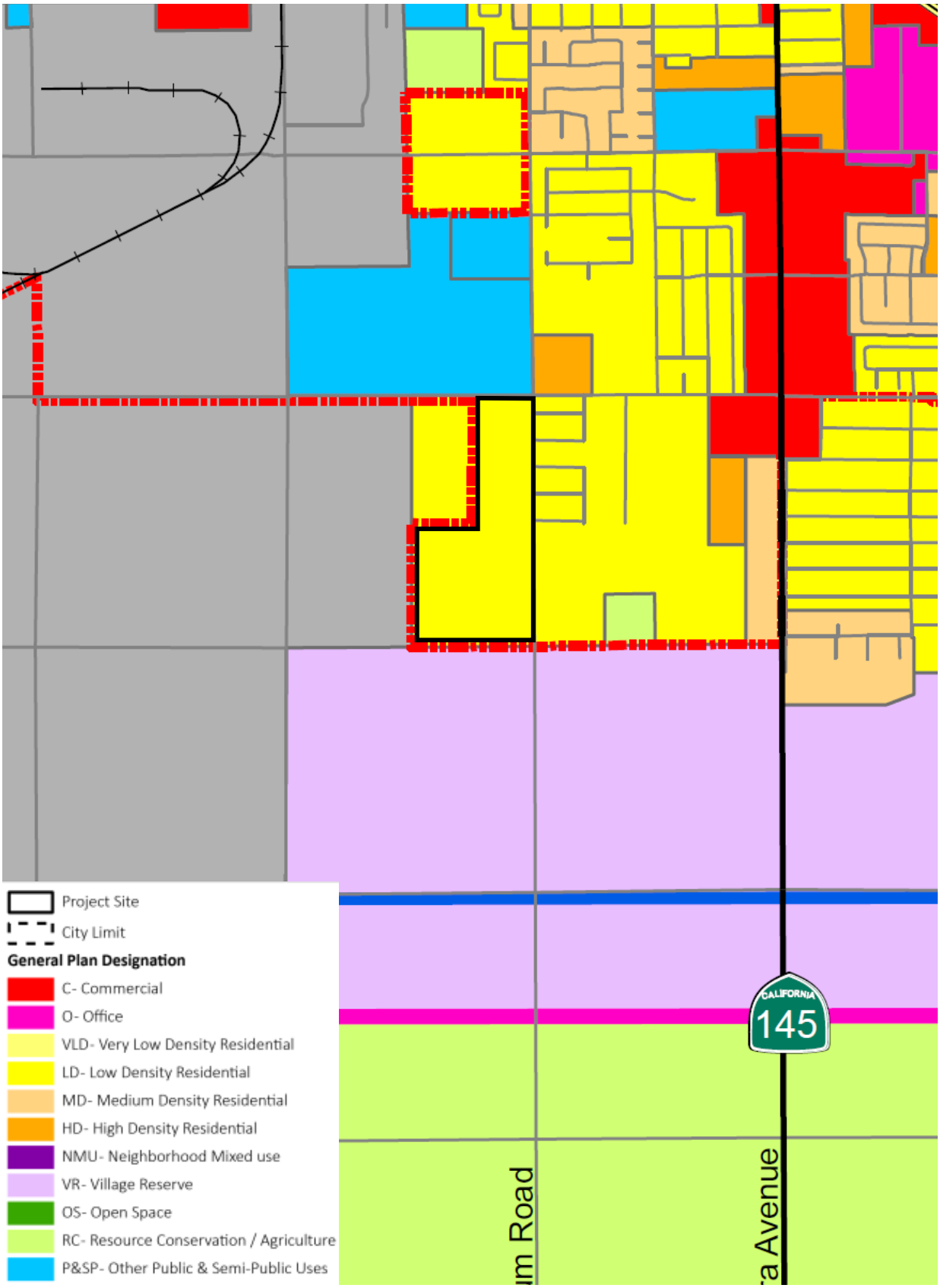
ATTACHMENT 1
Vicinity Map


W Gary Ln
Monterey St
W Pecan Ave
Stadium Rd
Legend
Project Site

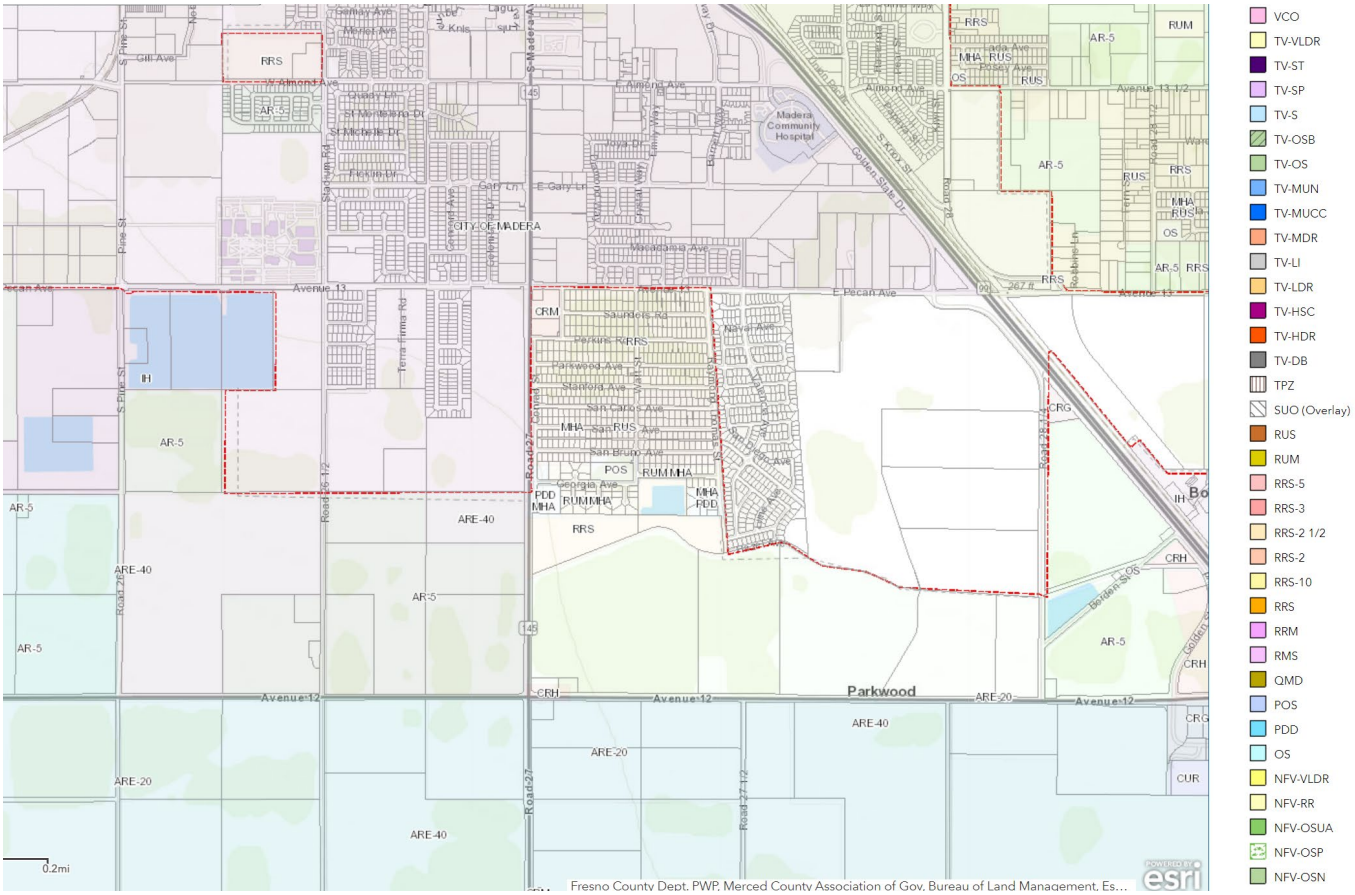
ATTACHMENT 2
Existing City Zoning Map


U
PF
PD (4500)
R1
C1
PD (6000)
PD (6000)
PD (6000)
R1
C2
PD (6000)
PD (6000)
PD (6000)
PD (6000)
PD (6000)
PD (6000)
PD (6000)
PD (6000)
PD (6000)
PD (6000)
C2
I
U
R1
PD (2000)
PD (6000)
Pecan Avenue
R1
R1
R1
R1
R1
U
PF
CN
PD (1500)
PD (3000)
R1
PD (6000)
PF
CALIFORNIA
145
Project Site
City Limit
Zone Districts
RA (one unit per each 12,000 sqft)
R1 (One unit per each 6,000 sqft)
R2 (One unit per each 3,000 sqft)
PD (1500)- Planned Development (One unit for each 1,500 sqft of site area)
PD (3000)- Planned Development (One unit for each 3,000 sqft of site area)
PD (4500)- Planned Development (One unit for each 4,500 sqft of site area)
PD (6000)- Planned Development (One unit for each 6,000 sqft of site area)
C1- Light Commercial
C2- Heavy Commercial
CH- Highway Commmercial
CN- Neighborhood Commercial
PO- Professional Office
PF- Public Facility
U- Unclassified
Stadium Road
Madera Avenue

ATTACHMENT 3
City General Plan Land Use Map


Project Site
City Limit
General Plan Designation
C- Commercial
O- Office
VLD- Very Low Density Residential
LD- Low Density Residential
MD- Medium Density Residential
HD- High Density Residential
NMU- Neighborhood Mixed use
VR- Village Reserve
OS- Open Space
RC- Resource Conservation / Agriculture
P&SP- Other Public & Semi-Public Uses
CALIFORNIA
145
um Road
a Avenue

ATTACHMENT 4
County Zoning Map


VCO
TV-VLDR
TV-ST
TV-SP
TV-S
TV-OSB
TV-OS
TV-MUN
TV-MUCC
TV-MDR
TV-LI
TV-LDR
TV-HSC
TV-HDR
TV-DB
TPZ
SUO (Overlay)
RUS
RUM
RRS-5
RRS-3
RRS-2 1/2
RRS-2
RRS-10
RRS
RRM
RMS
QMD
POS
PDD
OS
NFV-VLDR
NFV-RR
NFV-OSUA
NFV-OSP
NFV-OSN
Parkwood
Madera Community Hospital
CITY OF MADERA
E Almond Ave
E Pecan Ave
E Gary Ln
Avenue 13
Avenue 12
Road 27
Road 26 1/2
Road 28
Fine St
S Pine St
Stadium Rd
Terra Firma Rd
Gill Ave
Parkwood Ave
Stanford Ave
San Bruno Ave
Georgia Ave
Saunders Rd
Golden State Dr
Golden St
Road 27 1/2
0.2mi
Fresno County Dept. PWP, Merced County Association of Gov, Bureau of Land Management, Es...
esri

ATTACHMENT 5

City Council Ordinance for REZ 2022-04

Including:

Exhibit A: Mitigation Monitoring and Reporting Program

Exhibit B: PD (4500) Zone District

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE 2022-04 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 57.53 ACRES OF PROPERTY (APN[S]: 012-480-008 & 012-480-009) FROM THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) TO THE PD-4500 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 4,500 SQUARE FEET OF SITE AREA) ZONE DISTRICT

WHEREAS, DMP Development Corp ("Owner") submitted an application for a rezone (REZ 2022-04) for approximately 57.53 acres of land located on the southwest corner of the intersection of West Pecan Avenue and Stadium Road (Rd. 26½), comprising APN(s) 012-480-008 and 012-480-009, in the City of Madera, California ("site"); and

WHEREAS, the site is planned for Low Density Residential land uses in the adopted City of Madera General Plan and is currently zoned R-1 (Residential, One unit for each 6,000 square feet of site area) by the Zoning Ordinance; and

WHEREAS, the Owner is seeking approval to rezone the site to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district pursuant to REZ 2022-04; and

WHEREAS, REZ 2022-04 was filed to facilitate approval of two tentative subdivision maps (TSM 2022-01 & 2023-02) and a Precise Plan proposing to subdivide the site for purposes of creating a 317-lot single family residential planned development on the site; (collectively, the "project"); and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2023120574) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on January 16, 2024, resulting in adoption of Planning Commission Resolution No. 1975 recommending the City Council of the City of Madera (Council) adopt Mitigated Negative Declaration and mitigation monitoring and reporting program prepared for the proposed project and approve REZ 2022-04; and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the City Council of the City of Madera (Council) and the Council shall adopt the amendment and Environmental Review; and

WHEREAS, the City provided notice of the Council hearing as required by law; and

WHEREAS, the Council received and independently reviewed REZ 2022-04 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on February 7, 2024; and

WHEREAS, at the February 7, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, subsequent to the meeting, but prior to final action by the Council on this Ordinance, the Planning Commission took action to adopt a resolution adopting the Mitigated Negative Declaration (SCH No. 2023120574) and Mitigation Monitoring and Reporting Program prepared for the project, including REZ 2022-04, in accordance with the provisions CEQA; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Ordinance approving REZ 2022-04.

NOW THEREFORE, be it resolved by the City Council of the City of Madera as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

1. **SECTION 2.** CEQA: This project has been previously assessed. The City Council finds that pursuant CEQA Guidelines § 15162 subsequent environmental review is not required for REZ 22-04 based on the following:

a. No substantial changes are proposed in the project which will require major revisions of the previous mitigated negative declaration due (MND) to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, the Planning Commission approved the MND almost immediately prior to the adoption of this Ordinance. REZ 2022-04 is consistent with the same density, intensity, and use, and is exactly as contemplated by the MND. As such, the proposed REZ 2022-04 has the same environmental impacts assessed in the MND.

b. No substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, REZ 2022-04 is exactly consistent with the MND and specifically contemplated by it. Additionally, REZ 2022-04 allows for the implementation of the subdivision map(s) contingently approved by the Planning Commission as part of the approval of the MND, property will continue to be used for residential uses as originally contemplated by the MND, and there are no new substantial changes in the physical environment that were not anticipated in the MND, including its analysis in light of the development contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous mitigated negative declaration that the project will have significant effect not discussed in the MND. The REZ 2022-04 will not have any more significant effects than that already discussed and assessed in the MND, and was specifically contemplated by the MND. Furthermore, since a MND was previously adopted for the project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed and no further environmental documentation is required for REZ 2022-04.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2022-04 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

1. The proposed Rezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan as required by General Plan Policy LU-32.

   Table LU-A of the General Plan identifies General Plan Land Use Category and Consistent Zoning Districts. According to Table LU-A, the PD-4500 zone district is consistent with the Low-Density Residential Land Use designation for the site.

2. The Rezone is not expected to be detrimental to the health, safety peace, comfort, or general welfare of the neighborhood or the City.

   Environmental analyses and findings prepared for the proposed project and as provided in MND (SCH No. 2023120574) considered potential environmental impacts associated with the project. Mandatory findings of significance provide the project will not result in significant environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. In addition, all required standards of the Zoning Regulations contained within the City Municipal Code will be complied with and conditions of approval will be applied to ensure the proposed project will not be detrimental to the health, safety, peach, comfort or general welfare of the neighborhood or City.

SECTION 4. Approval of REZ 2022-04. The City Council hereby approves REZ 2022-04 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibit "A," which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. Posting. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 7 Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit "A" – Mitigation Monitoring and Reporting Program
Exhibit "B" – PD (4500) zone district

Passed and adopted by Council of the City of Madera this 7th day of February 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

_____
Santos Garcia
Mayor City of Madera

Attest:

_____
Arnoldo Rodriguez
City Manager

Chapter 5 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Carmel Homes II & IV in the City of Madera. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of Table 5-1 identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by 4Creeks to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1 Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Biological Resources					
Mitigation Measure BIO-1a: *(Pre-construction Surveys and Construction Timing). If construction is to occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 10 days prior to the start of ground disturbing activities should work commence during the nesting season (February 15 to September 15). The survey area will encompass the site and accessible surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors (i.e., birds of prey).*	10 Days Prior Construction	Prior to and During Project Construction	City of Madera	Review of Documentation Submittal	
Mitigation Measure BIO-1b: *(Avoidance of Active Nests*). Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.	Prior and During Project Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	
Cultural Resources					
Mitigation Measure CUL-1: If previously unknown resources are encountered before or during grading activities, construction shall stop in the immediate vicinity of the find (within a 100-foot radius) and a qualified historical resources specialist shall be consulted to determine whether the resource requires further study. The qualified historical resources specialist shall make recommendations to the City on	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines and the City's Historic Preservation Ordinance. If the resources are determined to be unique historical resources as defined under Section 15064.5 of the CEQA Guidelines, measures shall be identified by the monitor and recommended to the Lead Agency. Appropriate measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any historical artifacts recovered as a result of mitigation shall be provided to a City-approved institution or person who is capable of providing long-term preservation to allow future scientific study.					
Mitigation Measure CUL-2: If human remains are uncovered during construction, the Madera County Coroner is to be notified to investigate the remains and arrange proper treatment and disposition. If the remains are identified on the basis of archaeological context, age, cultural associations, or biological traits to be those of a Native American, California Health and Safety Code 7050.5 and PRC 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent who will be afforded an opportunity to make recommendations regarding the treatment and disposition of the remains.	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Geology and Soils					
Mitigation Measure GEO-1: In the event of accidental discovery of unidentified paleontological resources during development or ground-moving activities in the Project area, all work should be halted in the immediate vicinity (within a 100-foot radius) until a qualified paleontologist can identify the discovery and assess its significance. The qualified paleontologist shall make recommendations to the City on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines and the City's Historic Preservation Ordinance. If the resources are determined to be unique paleontological resources, measures shall be identified by the monitor and recommended to the Lead Agency. Appropriate measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any paleontological artifacts recovered as a result of mitigation shall be provided to a City-approved institution or person who is capable of providing long-term preservation to allow future scientific study.	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	
Mitigation Measure GEO-2: Should the construction crew or paleontologist uncover any bones or teeth, all construction-related activities in the immediate vicinity would be stopped until the paleontologist has assessed the find and, if deemed significant, salvaged it for	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
deposition in a repository such as University of California Museum of Paleontology where it would be properly curated and preserved for scientific study. Any period in which construction is halted shall be kept to the minimum amount of time feasible under the circumstances. To avoid any unnecessary loss of time during construction, the City shall require the paleontologist to assess the significance of the affected resources as soon as is feasible under the circumstances. Following the completion of the above tasks, the paleontologist shall prepare a report documenting the absence or discovery of fossil resources on-site. If fossils are found, the report shall summarize the results of the inspection program, identify those fossils encountered, recovery and curation efforts, and the methods used in these efforts, as well as describe the fossils collected and their significance. A copy of the report shall be provided to the Madera Community Development Department and to the Natural History Museum of Los Angeles County.					
Hydrology and Water Quality					
Mitigation Measure HYD-1: Prior to issuance of grading permits, the Project proponent shall submit a NOI and SWPPP to the RWQCB to obtain coverage under the General Permit for Discharges of Stormwater Associated with Construction Activity. The SWPPP shall specify and require the implementation BMPs, with the intent of keeping all products of erosion from moving offsite and into receiving waters during construction. The requirements of the SWPPP shall be incorporated into design specifications and construction contracts. Recommended BMPs for the construction phase shall	Prior to issuance of grading permits.	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

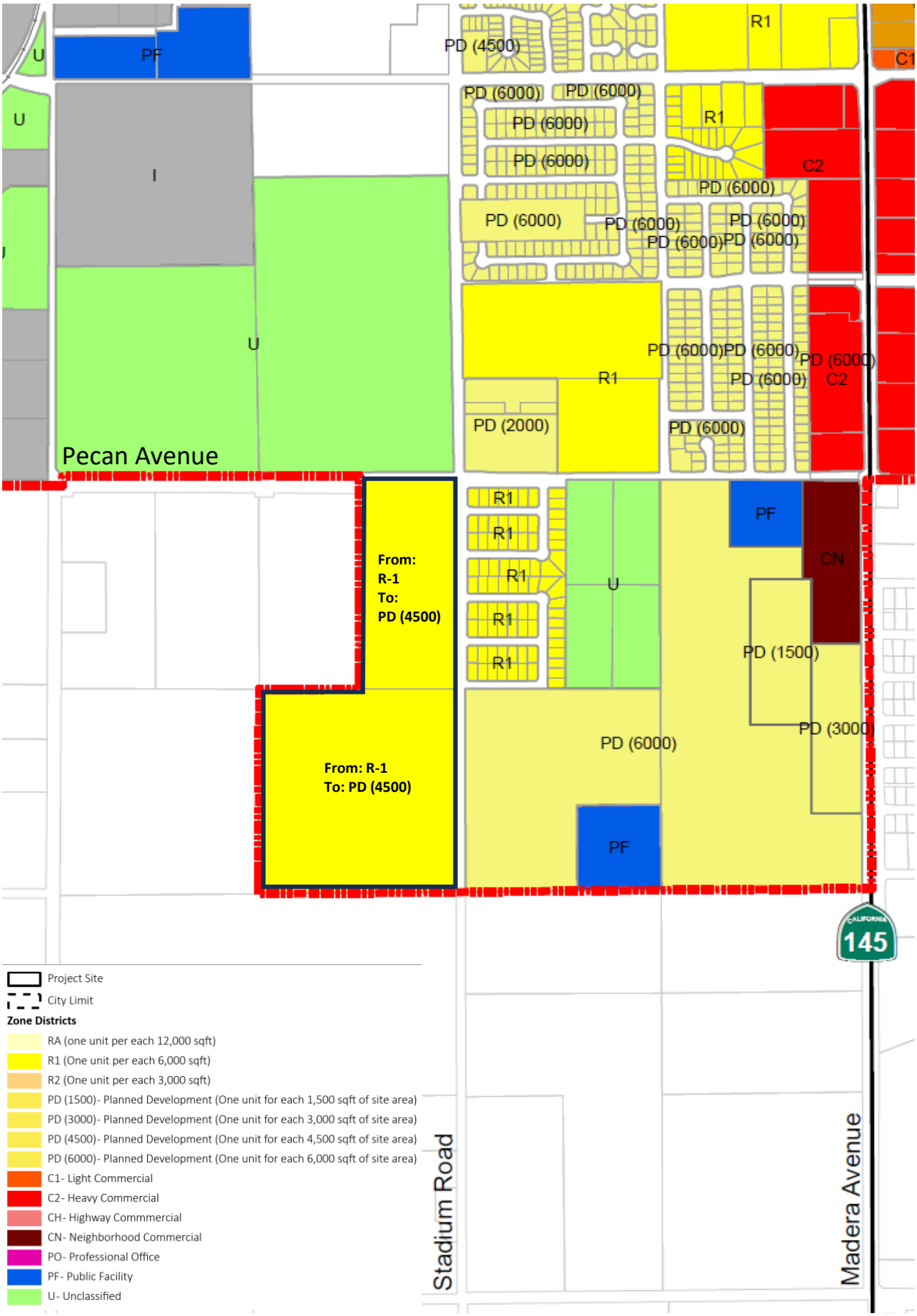
Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
include, but are not limited to, the following: • Stockpiling and disposing of demolition debris, concrete, and soil properly; • Protecting existing storm drain inlets and stabilizing disturbed areas; • Implementing erosion controls; • Properly managing construction materials; and • Managing waste, aggressively controlling litter, and implementing sediment controls. The developer shall provide the City of Madera Engineering Division with evidence of an approved SWPPP prior to issuance of grading permits.					
Mitigation Measure HYD-2: Prior to issuance of grading permits, the Project proponent shall prepare a drainage plan for the Project for approval by the City Engineer that identifies postconstruction treatment, control, and design measures that minimize surface water runoff, erosion, siltation, and pollution. The drainage plan shall be prepared in accordance with the City's SWMP and California Stormwater Quality Association's Storm Water Best Management Practices Handbook as well as the City Engineer's Technical Specifications and Public Improvement Standards. During final design of the Project, the Project proponent shall implement a suite of post-construction stormwater treatment and control BMPs designed to address the most likely sources of stormwater pollutants resulting from operation and maintenance of the Project. These measures shall account for the proposed 21 acres of commercial development at the Project site. Stormwater	Prior to issuance of grading permits.	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
infrastructure will be designed adhering to methods and standards described in Section E.12.e.ii.c of the SWRCB Phase II Small MS4, General Permit (Order No. 2013-0001-DWQ). The City Engineer may also require other necessary BMPs and design features. Incorporation of City Engineer-approved BMPs and design features into the Project design and construction documents shall ensure that operational water quality exceeds applicable water quality standards. The Project proponent shall also prepare and submit an Operations and Maintenance Agreement to the City of Madera for its approval identifying appropriate procedures to ensure that stormwater quality control measures work properly during operations.					
Mitigation Measure HYD-3: A Development Maintenance Manual for the Project shall include comprehensive procedures for maintenance and operations of any stormwater facilities to ensure long-term operation and maintenance of post-construction stormwater controls. The maintenance manual shall require that stormwater BMP devices be inspected, cleaned and maintained in accordance with the manufacturer's maintenance conditions. The manual shall require that devices be cleaned prior to the onset of the rainy season (i.e., mid-October) and immediately after the end of the rainy season (i.e., mid-May). The manual shall also require that all devices be checked after major storm events. The Development Maintenance Manual shall include the following:	Prior to issuance of grading permits.	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
• Runoff shall be directed away from trash and loading dock areas; • Bins shall be lined or otherwise constructed to reduce leaking of liquid wastes; • Trash and loading dock areas shall be screened or walled to minimize offsite transport of trash; and, Impervious berms, trench catch basin, drop inlets, or overflow containment structures nearby docks and trash areas shall be installed to minimize the potential for leaks, spills or wash down water to enter the drainage system.					
Noise					
Mitigation Measure NOISE-1: To mitigate noise created by stationary sounds, such as construction, the following best practices shall be implemented to reduce noise to acceptable levels: • All construction equipment shall be properly maintained and muffled as to minimize noise generation at the source. • Noise-producing equipment shall not be operating, running, or idling while not in immediate use by a construction contractor. • All noise-producing construction equipment shall be located and operated, to the extent possible, at the greatest possible distance from any noise-sensitive land uses. • Locate construction staging areas, to the extent possible, at the greatest possible	During Construction	Ongoing During Construction	City of Madera	Review of Conditions	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
distances from any noise-sensitive land uses. • Signs shall be posted at the construction site and near adjacent sensitive receptors displaying hours of construction activities and providing the contact phone number of a designated noise disturbance coordinator.					

Exhibit "B"


Pecan Avenue
From:
R-1
To:
PD (4500)
From: R-1
To: PD (4500)
Stadium Road
Madera Avenue
145
Project Site
City Limit
Zone Districts
RA (one unit per each 12,000 sqft)
R1 (One unit per each 6,000 sqft)
R2 (One unit per each 3,000 sqft)
PD (1500)- Planned Development (One unit for each 1,500 sqft of site area)
PD (3000)- Planned Development (One unit for each 3,000 sqft of site area)
PD (4500)- Planned Development (One unit for each 4,500 sqft of site area)
PD (6000)- Planned Development (One unit for each 6,000 sqft of site area)
C1- Light Commercial
C2- Heavy Commercial
CH- Highway Commmercial
CN- Neighborhood Commercial
PO- Professional Office
PF- Public Facility
U- Unclassified

ATTACHMENT 5
Planning Commission Resolution 1975

RESOLUTION NO. 1975

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE REZONE NO. 2022-04

WHEREAS, DMP Development Corp ("Owner") submitted an application for a rezone (REZ 2022-04) for approximately 57.53 acres of land located on the southwest corner of the intersection of West Pecan Avenue and Stadium Road (Rd. 26½), comprising APN(s) 012-480-008 and 012-480-009, in the City of Madera, California ("site"); and

WHEREAS, REZ 2022-04 was filed to facilitate approval of two tentative subdivision maps (TSM 2022-01 & 2023-02) and a Precise Plan proposing to subdivide the site for purposes of creating a 317-lot single family residential planned development; (collectively, the "Project"); and

WHEREAS, the site is planned for Low Density Residential land uses in the adopted City of Madera General Plan and is currently zoned R-1 (Residential, One unit for each 6,000 square feet of site area) by the Zoning Ordinance; and

WHEREAS, the Owner is seeking approval to rezone the site to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) pursuant to REZ 2022-04; and

WHEREAS, this project was assessed under the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2023120574) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the Planning Commission of the City of Madera (Commission) and the Commission shall render a report and recommendation (Resolution) to the City Council of the City of Madera (Council), prior to the Council adopting the amendment or any part thereof; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law for the hearing of January 16, 2024; and

WHEREAS, the Planning Commission received and independently reviewed REZ 2022-02 and Mitigated Negative Declaration (SCH No. 2023120574) at the duly noticed meeting on January 16, 2024; and

WHEREAS, at the January 16, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after due consideration of all the items before it, the Planning Commission now desires to adopt this Resolution recommending the Council adopt Mitigated Negative Declaration (SCH No. 2023120574) for purposes of the proposed project and recommending the Council approve REZ 2022-04.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: The Planning Commission finds an environmental assessment initial study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed Project and relevant environmental issues. Based on this review and assessment, the Planning Commission finds that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the potential significant direct, indirect or cumulative effects on the environment, and that a Mitigated Negative Declaration is appropriate for this project. The Planning Commission further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA. As such, the Planning Commission recommends the City Council adopt Mitigated Negative Declaration (SCH No. 2023120574) including the Mitigation Monitoring and Reporting Program (Exhibit A) for the project following the close of the public review period and following consideration of any public comments received.

3. Recommendation to City Council to Approve REZ 2022-04: The Planning Commission finds and determines that the proposed PD-4500 zone district as requested for the site (comprising APN[s] 012-480-008 and 012-480-009) pursuant to REZ 2022-04, is consistent with the adopted LD (Low Density Residential) General Plan land use designation for the site pursuant to, and in accordance with, Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the Madera General Plan. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve REZ 2022-04 consistent with the General Plan Land Use designation and as shown in Exhibit B.

4. Effective Date: This resolution is effective immediately.

* * * * *

Passed and recommended to City Council for adopting by the Planning Commission of the City of Madera this 16th day of January 2024, by the following vote:

AYES: Commissioner's Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Vice Chairperson Ramon Lopez and Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

Exhibit "A" – Mitigation Monitoring and Reporting Program
Exhibit "B" – Existing and Proposed Zone District Map

ATTACHMENT 6

Initial Study/Mitigated Negative Declaration
(SCH No. 2023120574)

https://www.madera.gov/wp-content/uploads/2023/11/CARMEL-HOMES-ISMND-WITH-APPENDICES-7.26.23.pdf

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: C-1

SUBJECT:

Public Hearing No. 5 for Updating of City Councilmember District Boundaries for Annexed Property

RECOMMENDATION:

Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City, and then select a preferred updated Council district boundary map

SUMMARY:

The subject matter has been scheduled to provide the City Council with a report on the districting process for properties annexed into the City and the permissible criteria to be considered to modify district boundaries, as well as to conduct a Public Hearing to receive public input on district boundaries.

BACKGROUND:

Every 10 years, pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 census data as required by law.

Between October 20, 2021 and March 16, 2022, the Council held five public hearings to complete the redistricting requirements and dedicated public outreach to ensure minority populations and communities of interest were aware of the redistricting effort and were provided with options to participate. On April 6, 2022, Council adopted an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District

Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries.

Since the adoption of the current boundary maps, there has been significant annexation (Villages at Almond Grove) in the northwest portion of the City, adjacent to Council District 1. The annexed area is currently predominately agricultural land with several homes. While the area is in the City, it is not within a Council district, thus the Council District Boundary Maps must be modified to incorporate the annexed area. Per the prior Elections Code, the redistricting of this area must occur by April 2024, 205 days prior to the next regular election on November 5, 2024. Given that recent updates to the Elections Code effective January 1st no longer identify a specific date, the City will continue to use this deadline until further guidance is provided by the State or elections officials.

DISCUSSION:

Process:

The City Council typically chooses where the district lines will be drawn every 10 years based on the latest U.S. Census. Between these regular 10-year updates, changes to district boundaries are typically not allowed under the Elections Code. However, there is an exception for the circumstances here, as new territory has been annexed into the City and the total annexed territory contains less than 25 percent of the City's population. In such cases, the City Council may update the district boundaries to allow for the new members of the community to vote in City elections, etc.

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district" without changing the boundaries of other Council district boundaries. As a result, the City's discretion is limited regarding the present annexation.

Even though the criteria for setting the boundaries for annexed property is constrained by State law, the default procedures for redistricting boundaries still apply. Under these procedures the public will have the opportunity to draw and submit district maps for the Council's consideration, and the City may develop its own maps for consideration. By law, including updated that occurred on January 1st, the City must hold at least five public hearings that enable community members to provide input on the drawing of district maps per the following:

- Two Public Hearing will be held to invite public input regarding the composition of the City's voting districts before any draft maps are drawn. The City has previously complied with this requirement.
- Including this meeting, three Public Hearings have also been held to invite public input regarding the composition of the City's proposed modifications to the voting districts after the draft maps are drawn. Meetings were held on January 17th, February 7th, and February 21st, with a recommendation for the Council to select a preferred updated district map.

- After the Public Hearings, the City Council will introduce an ordinance establishing a map with the modified voting division boundaries at a scheduled meeting date of the City Council to be determined at the meeting of February 21, 2024, and the ordinance will then be presented for final adoption at the subsequent regularly scheduled meeting anticipated for March 6, 2024.

Mandatory Criteria for Creating Districts:

While public input concerning the composition of the City's voting divisions will be considered, as noted above there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. Any annexed property must be added to the nearest existing Council district; and
2. No other changes to existing Council districts can occur.

FINANCIAL IMPACT:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

ALTERNATIVES:

Decline to hold a Public Hearing at this time.

ATTACHMENTS:

1. Council Districts Map with Annexations
2. Council Districts Map with Proposed Boundary Modifications

ATTACHMENT 1

Council Districts Map with Annexations

City of Madera
City Council
Election Districts

THE VILLAGES AT ALMOND GROVE
ANNEXED (2022)
AREA (ACRES)
1,851 AC.

1

2

3

4

5

6

Fresno River

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads
- Villages at Almond Grove Annexation (2022)

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
2	JOSE RODRIGUEZ	2,328.0 AC.	2020
3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020

0 0.5 1 2 Miles

N

ATTACHMENT 2

Council Districts Map with Proposed Boundary Modifications

City of Madera
City Council
Election Districts

AREA PROPOSED FOR DISTRICT 1:
The Villages at Almond Grove
ANNEXED (2022)
AREA (ACRES)
1,851 AC.

1

2

3

4

5

6

Fresno River

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads
- Villages at Almond Grove Annexation (2022)

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
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3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020

0 0.5 1 2 Miles

N

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: C-2

SUBJECT:

Adoption of Updated District Boundary to Include Property Annexed into the City

RECOMMENDATION:

Introduce, by title only, an Ordinance of the City Council of the City of Madera amending Subsection C (1) of Section 2-1.21 of the City Municipal Code to adopt revised district boundaries and waive the first reading.

SUMMARY:

The City Council has held five public hearings to receive public input on district boundaries to account for property annexed to the City. To complete this process, and to allow for members of the public residing in the annexed territory to participate in local elections, an ordinance is being introduced to allow for updating of District boundaries.

BACKGROUND:

As explained in greater detail in the prior Agenda item, every 10 years Election Code section 2160 require cities with by-district election systems to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 census data as required by law.

Since the adoption of the current boundary maps, there has been significant annexation (Villages at Almond Grove) in the northwest portion of the City, adjacent to Council District 1. The annexed area is currently predominately agricultural land with several homes. While the area is in the City, it is not within a Council district, thus the Council District boundaries must be modified to incorporate the annexed area.

DISCUSSION:

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district" without changing the boundaries of other Council district boundaries. As a result, the City's discretion is limited regarding the present annexation.

Over the period of several months the City has held five public hearings to receive public comment as required by the Elections Code. The next step is to amend the City of Madera's Municipal Code to formally add the annexed territory. This is done by first introducing the ordinance, and then approving the ordinance at a subsequent regular meeting of the Council, which is currently proposed for February 21, 2024. As District 1 is the "nearest existing Council district" to the annexed property, the ordinance proposes to add the annexed territory to District 1 consistent with the mandatory requirements of State law.

FINANCIAL IMPACT:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary description.

ALTERNATIVES:

Decline to introduce the Ordinance at this time or continue the matter to a future meeting.

ATTACHMENTS:

1. Ordinance of the City Council of the City of Madera amending Subsection C(1) of Section 2-1.21 of the City Municipal Code and adopting revised district boundaries

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (C)(1) OF SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES

WHEREAS, in 2010 a voter-approved districting plan was adopted by Ord. 890 that established six Council districts; and

WHEREAS, on March 16, 2022, the City Council adopted Ordinance No. 988 updating the Council district boundaries based on the most recent U.S. Census; and

WHEREAS, the annexation of new territory known as "Villages at Almond Grove" (formerly the "Village D" planning area) into the City's jurisdiction was approved by the Madera County Local Agency Formation Commission ("LAFCO"); and

WHEREAS, pursuant to California Elections Code Section 21603(A), "[If] the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries"; and

WHEREAS, the territory for the Villages at Almond Grove annexation is immediately adjacent to District 1; and

WHEREAS, the area for the Villages at Almond Grove annexation is generally depicted in the graphic representation attached hereto as Exhibit "A"; and

WHEREAS, on November 15, 2023, at a regular City Council meeting, the City Council held a public hearing to receive public input regarding the annexation of the Villages at Almond Grove into an elections district; and

WHEREAS, on December 20, 2023, at a regular City Council meeting, the City Council held a public hearing to receive public input regarding the annexation of the Villages at Almond Grove into an elections district; and

WHEREAS, on January 17, 2024, at a regular City Council meeting, the City Council held a public hearing regarding the proposed map for the annexation of the Villages at Almond Grove into an elections district; and

WHEREAS, on February 7, 2024, at a regular City Council meeting, the City Council again held a public hearing regarding the proposed map for the annexation of the Villages at Almond Grove into an elections district; and

WHEREAS, on February 21, 2024, at a regular City Council meeting, the City Council held a public hearing regarding the proposed map annexation of the Villages at Almond Grove into an elections district, and approved a draft map regarding the same; and

WHEREAS, the City Council now desires to enact this Ordinance to annex the Villages at Almond Grove to District One.

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Subsection (C)(1) of Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code is hereby amended to read in its entirety as follows:

> (C) *District boundaries.* The Council member districts of the city shall have the following legal boundaries:
>
> (1) *District 1.* The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of the Madera city line and Ave 14, and proceeding northerly and westerly along the Madera city line to the Madera city line and Rd 23, and proceeding northerly and easterly along the Madera city line to the Madera city line and Ave 17, and proceeding easterly and northerly along the Madera city line to the Madera city line and Schmidt Creek Way, and proceeding easterly and southerly along the Madera city line to the Madera city line, and proceeding easterly along the Madera city line to the Madera city line and Arnold Way and proceeding southerly along the Madera city line to the Madera city line and Sharon Blvd, and proceeding southerly along the Madera city line and Sharon Blvd to Ellis Street, and proceeding westerly along Ellis Street to Avenue 16, and proceeding southerly along N Schnoor St to Foxglove Way, and proceeding westerly along Foxglove Way to N Granada Dr, and proceeding southerly along N Granada Dr to W Cleveland Ave, and proceeding easterly along W Cleveland Ave to N Schnoor St, and proceeding southerly along N Schnoor St to Sunset Ave, and proceeding easterly along Sunset Ave to N Pine St, and proceeding southerly along N Pine St to Howard Rd, and proceeding westerly along Howard Rd to Mainberry Dr, and proceeding northerly along Mainberry Dr to Sunset Ave, and proceeding westerly along Sunset Ave to Westberry Blvd, and proceeding southerly along Westberry Blvd to Westgate Dr, and proceeding westerly along Westgate Dr to Kent Dr, and proceeding southerly along Kent Dr to Winter Way, and proceeding westerly along Winter Way to Kent Dr, and proceeding southerly along Kent Dr to Ren Way, and proceeding easterly

along Ren Way to Westberry Blvd, and proceeding southerly along Westberry Blvd to Ave 14, and proceeding westerly along Ave 14 to the Madera city line and northerly and westerly along the Madera city line to the point of beginning.

Effective April 1, 2024, the region shall also include the additional territory bounded and described as follows: all of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of the Madera city line and Rd. 24 at Cleveland Avenue, and proceeding northerly along Rd. 24 to Avenue 16, and proceedings westerly along Avenue 16 to Rd. 23, and proceeding northerly along Rd. 23 to Avenue 17, and proceedings westerly along Avenue 17 to the Rd. 22 alignment, and proceeding southerly along the Rd. 22 alignment to the northern bank of the Fresno River, and proceeding easterly along the north bank of the Fresno River to Rd. 23, and proceeding southeasterly along the north bank of the Fresno River to the Avenue 15 alignment, and easterly along the Avenue 15 alignment to the Madera Irrigation District canal, and proceeding easterly along the Madera Irrigation District canal alignment to the Madera city line at the Rd. 24/Alamosa Dr. alignment, and proceeding northerly along the Madera city line to the point of beginning.

SECTION 4: The foregoing district boundaries are depicted on, and added to, the "City Council District Boundaries Map" attached hereto as Exhibit "A," which shall be kept on file in the City Clerk's Office.

SECTION 5: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

* * * * * * *

Exhibit “A”
City Council District Boundaries Map
(Effective April 6, 2024)

City of Madera
City Council
Election Districts

Effective as of April 6, 2024

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2024
1	CECE GALLEGOS	3,342.7 AC.	2026
2	JOSE RODRIGUEZ	2,328.0 AC.	2024
3	STEVE MONTES	1,394.4 AC.	2026
4	ANITA EVANS	587.2 AC.	2024
5	ELSA MEJIA	1,246.0 AC.	2026
6	ARTEMIO VILLEGAS	1,719.9 AC.	2024

0 0.5 1 2 Miles

N

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: D-1

SUBJECT:

Piggyback purchase agreement for Police Department firearm purchase

RECOMMENDATION:

Adopt a Resolution approving Purchasing Cooperative of America (PCA) piggyback agreement OD-337-21 for the purchase of new Police firearms from Proforce Marketing, Inc. DBA Proforce Law Enforcement (Proforce) for $94,626.96

SUMMARY:

Currently, the Police Department employs .40 caliber firearms. In a move to adhere to contemporary law enforcement standards and ensure uniformity in firearm usage, staff recommends replacing all seventy-six .40 caliber firearms with 9mm counterparts. This transition is expected to enhance officer training and promote overall firearm management efficiency. To facilitate this equipment upgrade, staff recommends leveraging a piggyback agreement, utilizing an existing competitively bid and awarded contract from another government entity. The anticipated net cost of this change is expected to be approximately $77,000.

DISCUSSION:

For the last few decades, the Madera Police Officers have carried a .40 caliber firearm. However, as the law enforcement arena has changed and technology has improved, the 9mm firearm and more advanced sighting systems have become the industry standard for the on-duty handgun. The 9mm firearm has several benefits compared to its counterpart, including:

- Easier handling
- Less recoil
- Less expensive ammunition

Moreover, the recommended transition to 9mm firearms is anticipated to be considerably more approachable for officers with limited firearms experience. The 9mm configuration is known for its manageable recoil and ease of use, providing a user-friendly platform that aligns with the Department's commitment to officer safety and proficiency. This adjustment reflects a proactive approach to ensuring that officers, regardless of experience level, can confidently and effectively utilize their firearms in the line of duty, contributing to the overall safety and efficiency of law enforcement operations.

This purchase would also equip each handgun with a red dot sight (optic). These optics allow officers to acquire a target much quicker and with greater accuracy. While a typical sighting system requires the officer to look through a rear sight while positioned directly behind their gun (meaning much of the target is covered by the officer's firearm as well as their hands and arms) and focus on the front sight, the red dot optic allows them to look through the optic, at the target while keeping the red dot on the target. A typical law enforcement shooting encounter involves tremendous stress and distractions, and requires the officer to observe the target's behavior while identifying a lethal threat in time to respond. This combination of reactions is challenging when lining up traditional sights. The red dot optic is easier to acquire under stress and allows the officer some amount of head movement. This means the officer can better observe the suspect's movements prior to making a life-and-death decision. This is called "threat focus" and is an intuitive response to a threat. In addition, as our eyes age, using a traditional sight with multiple focal planes can be very challenging. The red dot sight uses only one focal plane, making it much better for veteran officers.

Ammunition

The City will see a reduction in the price of ammunition in the long term as the price per 9mm bullet is less expensive when compared to a .40 caliber bullet. To be exact, a 9mm bullet currently costs $.29 versus a.40 caliber bullet, which costs $.37. Also, it is becoming increasingly more challenging to identify.40 caliber ammunition vendors since it is no longer a commonly used caliber of ammunition.

Firearm Buyback Program

In addition to realizing cost savings from the more affordable ammunition prices associated with the transition to 9mm firearms, the City aims to further recoup expenses by implementing a buyback program. To streamline this initiative, existing .40 caliber firearms will be sent to Proforce, who will administer the buyback program. This program allows officers to purchase their previously issued .40 caliber firearms at a reduced rate. The funds generated through this buyback arrangement will be earmarked to offset the overall cost of acquiring the new 9mm firearms, providing a fiscally responsible approach to the department's firearm upgrade while offering a beneficial opportunity for officers.

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.

PCA provides purchasing methods like piggybacking to meet the needs of governmental entities. Benefits include free access and usage of pre-negotiated, completed, ready-to-use contracts for products and services from reliable suppliers. In the case of piggyback agreement OD-337-21, Proforce was awarded the contract from the City of O'Donnel, Texas. Proforce has provided the City with a quoted price of $94,626.96 based on pricing from the piggyback agreement.

FINANCIAL IMPACT:

To offset some of the cost of the proposed purchase, staff is participating in a buyback program. This program also allows officers to buy back their firearm from Proforce. The price per firearm sold to Proforce is estimated at $225-$250 per handgun. The variation in price per handgun is based on the condition of the handgun upon inspection. On the low end, this would provide $17,100 towards the replacement cost. In addition, the City can trade in other equipment that was replaced with our recent rifle purchase and the holsters that fit the .40 caliber firearms. While difficult to accurately estimate, the amount earned from selling and trading in will drastically decrease the overall cost of replacement.

The proposed firearm purchase is allocated within the City's budget, with $60,000 earmarked from the General Fund. The remaining $34,626.96 will be covered by Measure K funds. It is important to emphasize that these figures represent the initial cost before factoring in the potential revenue generated through the buyback program. Funds obtained from the buyback initiative will be deducted from the total purchase price, demonstrating a strategic financial approach that maximizes the utilization of available resources and minimizes the impact on allocated budgets. This approach ensures a balanced and responsible financial strategy for the firearm replacement initiative.

ALTERNATIVES:

Alternatively, the Council may direct staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors. While this approach is feasible, this alternative would necessitate

dedicated staff resources. Additionally, there is no certainty that the prices obtained through the RFP process would be more advantageous than those secured through the existing piggybacking arrangement. The potential benefits of cost savings and administrative efficiency achieved through piggybacking should be carefully considered in the decision-making process, ensuring a balanced assessment of both alternatives.

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

ATTACHMENTS:

1. Resolution approving PCA piggyback purchase from Proforce
    a. Exhibit A: Price quote from ProForce
    b. Exhibit B: Piggyback agreement OD-337-21

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING PURCHASING COOPERATIVE OF AMERICA PIGGYBACK AGREEMENT OD-337-21 FOR THE PURCHASE OF NEW FIREARMS FROM PROFORCE MARKETING, INC. DBA PROFORCE LAW ENFORCEMENT (PROFORCE) IN THE AMOUNT OF $94,626.96

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

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

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

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

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

1. The above recitals are true and correct.

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

3. The Council approves PCA piggyback agreement for the purchase of firearms in the amount of $94,626.96 from Proforce.

4. This resolution is effective immediately upon adoption.

* * *

EXHIBIT A

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
677023	1

SHIP DATE
A.S.A.P.

SOLD TO

CITY OF MADERA
FINANCE DEPARTMENT
205 W. 4TH STREET
MADERA CA 93637

SHIP TO

MADERA POLICE DEPARTMENT
330 SOUTH C STREET
MADERA CA 93638

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	01/29/24	002630	A	JASON DAVIS	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
76	PA475S202MOS GLK LE 47 9MM PST FS 17RD MOS 4.49" FSS 3 MAGS	429.00	EA .00	32,604.00
76	GL-815 AMG NSITES 3XL TALL SUPP SET GLK GRN 3DOT/BLK OUTLINE	59.51	EA .00	4,522.76
76	GL-RSH-V2-ST C&H V2 MOS GLK MIL/LEO ADP PLT RMR/SRO HLS 407/507/508 STEEL	40.93	EA .00	3,110.68
76	NON-STOCK SFL 6365RDS-8972-411	112.19	EA .00	8,526.44
76	RMHD2-C-3200002 TRJ RMR HD 50 MOA ADJ LED RET 3.25 MOA RED DOT	508.57	EA .00	38,651.32
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
1	PCA PCA OD-337-21 CO-OP CTR	.00	EA .00	.00
	IMPORTANT NOTICES: This quotation is based on the issuance of a department			

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER
QUOTE

QUOTE#	PAGE
677023	2

SHIP DATE
A.S.A.P.

SOLD TO

CITY OF MADERA
FINANCE DEPARTMENT
205 W. 4TH STREET
MADERA CA 93637

SHIP TO

MADERA POLICE DEPARTMENT
330 SOUTH C STREET
MADERA CA 93638

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	01/29/24	002630	A	JASON DAVIS	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

purchase order and F.E.T. form.
ATF or the manufacturer may require additional forms. Sample forms may be found at:
http://www.ProForceonline.com/forms.html

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department

This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.
ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to john.gall@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order.

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER
QUOTE

QUOTE#	PAGE
677023	3

SHIP DATE
A.S.A.P.

SOLD TO

CITY OF MADERA
FINANCE DEPARTMENT
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MADERA CA 93637

SHIP TO

MADERA POLICE DEPARTMENT
330 SOUTH C STREET
MADERA CA 93638

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	01/29/24	002630	A	JASON DAVIS	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below. Printed Name: _____ Date: _____ P.O.:_____ Signature: _____			

COMMENT
FOR RYAN VASQUEZ
BY JOHN GALL

TERMS DUE NET 30 DAYS

SALES AMOUNT	87,415.20
8.250% SALES TAX	7,211.76
SUB TOTAL	94,626.96

EXHIBIT B

RFP # 337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

PROPOSAL

Manufacturer Scope/Specifications -- Manufacturer Discount Proposal
Offered to the Purchasing Cooperative of America and its Members

Proforce Law Enforcement is a major distributor of law enforcement firearms and equipment, managing retail and trade of premier products throughout the United States. Our company sells exclusively to law enforcement agencies, individual officers, active and retired military professionals, security personnel, medical first responders and fire professionals. Immediately below is a summary of key corporate information.

Legal Name: Proforce Marketing, Inc. DBA Proforce Law Enforcement
Status: Arizona Corporation (Since 2001)
Business Address: 2625 Stearman Rd., Ste. A, Prescott, Arizona 86301
Email Address: sales@proforceonline.com
Website: www.proforceonline.com
Telephone: 928-776-7192
Facsimile: 928-445-3468

Effective January 1, 2021, Proforce is an authorized dealer for supplies manufactured by all companies listed below, in the territories identified. The discounts offered are % discounts off Manufacturer Suggested Retail Price (MSRP) effective at the time any quote is requested from an agency. Upon request, particularly where a manufacturer does not publish an MSRP price list, Proforce will obtain proof from a manufacturer that a quote is in compliance with the discount offered. The MSRP pricing is subject to change, per the Manufacturer, without notice. The discounts listed are only minimum discounts, and Proforce may offer pricing at a substantially greater discount, depending on the product, if available. Proforce is committed to offering competitive contract pricing to all PCA Members throughout the life of its contract.

All items offered fall under NIGP Codes 257 and 680, and are value added to the contract.

Shipping costs are included. Taxes are excluded. All manufacturer warranties included and available upon request.

For quotes, all PCA Members can send quote requests to: sales@proforceonline.com.

See accompany pages for manufacturers, authorized territories and pricing.

615 8th Street • O'Donnell, TX 79351 Ofc: 806-428-3239 • Fax: 806-428-3440

February 1, 2021

Proforce Marketing, Inc. dba Proforce Law Enforcement
Karen Berggren, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Berggren,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA RFQ OD-337-21. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Kim Parker

Kim Parker, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page
- Instructions for Monthly Report and Administrative Fee Tab 3
- Monthly Report Form & Instructions

Form B – Contract Acceptance and Signatures

Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☒ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: Proforce Marketing Inc. dba Proforce Law Enforcement

Address: 2625 Stearman Rd Ste. A

City/State/Zip Code: Prescott, AZ 86301

Phone: 928-776-7192 Email: sales@proforceonline.com

Karen M. Berggren Digitally signed by Karen M. Berggren Date: 2021.01.21 07:54:26 -07'00' 1/21/2021

Authorized Company Signature Date

Printed Name, Title: Karen M. Berggren, Contract Specialist

Acceptance by Awarding Agency

Term of Contract 2/1/21 to 1/31/22

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Kim Parker 2-1-21

Awarding Agency Authorized Signature Date

Printed Name: Kim Parker

Monthly Vendor Reporting
Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month,** after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount**.** The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at P.O. Box 604, Hico, Texas 76457, or electronically to *Reports@pcamerica.org*. The Monthly Report Form is at *www.pcamerica.org* on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- The PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days.**
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/ Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.
- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, P.O. Box 604, Hico, TX 76457.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2) percent, unless otherwise stated in Tab 6 Pricing.

Additional Fees and Reporting Information
Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

MONTHLY REPORT

Please complete all fields.

PCA
Purchasing Cooperative of America

Name-Awarded Contractor: _____

Contract Number: _____

Report Mo./Yr.: _____

ADMIN FEE: _____

Contact Name: _____

Phone Number: _____

email: _____

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/ CUSTOMER NAME	CITY STATE	** PURCHASE ORDER #	PROJECT DATES		P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA	
					START	END					DATE	AMOUNT
1.												
2.												
3.												
4.												
5.												
6.												
7.												

PENDING/FUTURE PROJECTS:

Would you like a confirmation of receipt of PCA fee payment? **Yes** **No**

#	PROJECT DESCRIPTION	MEMBER/ CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES		NOTES	Attach copies of POs/Invoices of current projects & put check in mail to PCA PO Box Address below
					START	END		
1.								
2.								
3.								
4.								

** **Attach copies of Purchase Order(s).**
Please use additional pages as necessary.

Also located here: www.pcamerica.org/forms

Send CHECKS to PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374

Rev 12/20

INSTRUCTIONS FOR FILLING OUT PCA MONTHLY REPORTS

MONTHLY REPORT — EXAMPLE REPORT

Please complete all fields.

PCA — Purchasing Cooperative of America

Name-Awarded Contractor: ABC Company
Contact Name: Alpha Beta
Contract Number: PCA X-XXX-XX
Phone Number: 111-222-3333
Report Mo./Yr.: December 2019
email: ABC@ABCompany.abc
ADMIN FEE: #%

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/ CUSTOMER NAME	CITY STATE	** PURCHASE ORDER #	PROJECT DATES START	PROJECT DATES END	P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA DATE	VENDOR CHECK TO PCA AMOUNT
1.	Walkway	School-Name ISD	Houston, TX	BD #1357	12/1/2019	12/30/2019	$ 100,000		$ 2,000.00			
	Progress payment for above project							$ 50,000		$ 1,000.00	12/15/2020	$ 1,000.00
	Additional upgrade to walkway	School Name ISD	Houston, TX	BD #1357 change order	12/18/2019	12/30/2019	$ 5,000	$ 5,000	$ 100.00	$ 100.00	COMPLETE	$ 1,100.00
	Final Payment							$ 50,000		$ 1,000.00	12/30/2020 COMPLETE	
2.	Stadium Lighting	Different School-Name ISD	Dallas, TX	#453EN	12/1/2019	12/15/2019	$ 25,000	$ 25,000	$ 500.00	$ 500.00	12/15/2020 COMPLETE	$ 500.00
3.	JOC Rehab-Annex	Municipality Name	Hildalgo, TX	#10022	2/12/2019	6/30/2019	$ 250,000		$ 5,000.00			
4.												

PENDING/FUTURE PROJECTS: Would you like a confirmation of receipt of PCA fee payment? Yes No

#	PROJECT DESCRIPTION	MEMBER/ CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES START	EST. PROJECT DATES END	NOTES
1.	Renovation City Hall	El Paso, City of	El Paso, TX	$ 11,000	8/1/2019	10/30/2019	waiting on PO
2.							
3.							
4.							

Attach copies of POs/Invoices of current projects & put check in mail to PCA PO Box Address below

** Attach copies of Purchase Order(s).
Please use additional pages as necessar

Also on http://www.pcamerica.org/forms

Send CHECKS to: PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374

Rev 12/20

Fill in the CURRENT PROJECT section with active approved P.O.s. If None, report NO ACTIVITY.

Copies of purchase orders are supplemental to your contract and may be attached to the Monthly Report or sent to PCA separately. **ALL POs / Invoices should reference contract number.**

For purchase orders that have mobilization (project start-up) or progress payments, list these payments on separate lines and pay the PCA fee as instructed in the contract.

Add any P.O. changes, additional work or items that qualify to be added to the P.O. on additional lines. Send copy of P.O. extension to PCA.

Include DATE of check approval. PCA understands that accounting may take several more days to process a request for payment. Add COMPLETE if project or P.O. has been completed.

All Admin Fees shall be paid upon receipt of vendor payment.

Pending or possible future projects or purchase orders shall be listed here. When approved and signed P.O. is received, move to the Current Project section.

If purchase order is not received or project is cancelled, remove from list. There is no reason to continue to report.

Use the notes section to convey any important or informational items.

The Monthly Report Form is located: http://www.pcamerica.org/forms for download

PCA Purchasing Cooperative of America

PH: (844) 722-6374
www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

RFP # OD-337-21

Request for Proposal

For

FIRE, SAFETY, SECURITY, SURVEILLANCE, EQUIPMENT, SERVICE AND RELATED ITEMS

Submittal Deadline and Public Opening:

THURSDAY, JANUARY 21, 2021 AT 11:00 AM CT

All proposals required to be submitted by the date and time above. Bonfire electronic bidding software will lock down on this date/time.

Questions regarding this RFP must be submitted in Bonfire and are answered electronically. The deadline for all questions is five (5) days prior to the submittal deadline.

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TAB 1 – NOTICE OF INTENT

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future Purchasing Cooperative of America ("PCA") Members.

Contract(s), if any, awarded as a result of this solicitation will be available for use by PCA Members to access on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors by the Awarding Agency.

PCA is soliciting Vendors to provide Fire, Safety, Security, Surveillance, Equipment, Service and Related Items. The initial term of the contract is a period of one (1) year with four (4) subsequent one (1) year automatic renewals unless terminated by the parties as allowed under this contract. Companies are expected to be experienced and qualified in providing these services to PCA Members using a PCA contract that can be used either on a national, statewide, regional or local basis.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document.

PCA encourages all vendors (national, territorial, regional, state, local, USMCA) to respond and provide products/service to public non-profit/non-taxed entities that allow cooperative purchasing in the areas that the vendor proposes to work in.

Benefits of a PCA Contract Award

The benefits of a PCA contract award are:

- Multi-year contracts,
- Comprehensive contracts, and
- Fair and open competition

Interlocal Contracting Authority

PCA Members may access these contracts under *TEX. GOV'T. CODE, Title 7*, *Intergovernmental Relations*, *Chapter 791*, *Subchapter C* in Texas and similar joint powers codes in other states, such as *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers*; *State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority; State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts; State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law*; and other states; *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act.*

Other states' joint powers codes may be found listed on the PCA website: www.pcamerica.org

Applicable Laws, Codes and Regulations

PCA procurement procedures meet the following statutes as well as the applicable *Federal Acquisitions Regulations (FAR & DFAR))* by reference to meet the requirements of Federal Agencies and federally funded programs and grants.

TEX. EDUC. CODE § 44.031(a)(4) "…all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $150,000 or more in the aggregate

for each 12-month period shall be made by the method…that provides the best value for the district [including] an interlocal contract…"

TEX. EDUC. CODE § 51.9335(a)(4) "…each institution of higher education, as that term is defined by *Tex. Educ. Code § 61.003*, including each public junior college to the extent possible, "may acquire goods or services by the method that provides the best value to the institution, including…a group purchasing program."

TEX. EDUC. CODE § 73.115(a)(4) "…University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including… a group purchasing program."

TEX. EDUC. CODE § 74.008(a)(4) "…University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including…a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.

TEX. LOCAL GOV'T. CODE Chapter § 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.

TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act-Procurement of Recovered Materials requires: (1) procuring only items *designated in* guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24 C.F.R. 85.36(b)(5) *Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments.* "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services." (In Texas, applies only to Texas Tribal Governments.)

Information regarding local, state, federal, and Indian Government agencies that can use this solicitation, once awarded as a contract, can be found on https://www.usa.gov/state-tribal-governments. All state agencies in www.usa.gov are included by references.

FEMA Requirements, If Applicable

A non-Federal entity receiving Federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-Federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and Federal standards and regulations, as these exceed the authority over non-Federal requirements, such as local or state procurement standards to the extent they conflict with Federal requirements. A non-Federal entity must not make any award or permit any award at any tier to parties listed on the government-wide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form J in TAB 4 be signed and dated.

Responsibility to Know and Follow State and Local Laws

It is the responsibility of the Vendor and Member to be sure all state purchasing laws/requirements are met in the jurisdiction where they are operating.

All Local Governments, Municipalities, Counties, K-12 Schools, higher education, state and federal agencies may use this contract when awarded. Each jurisdiction is subject to its own and members' requirements. The use of this contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity) between the Awarding Agency and PCA Member.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other state's statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for the procurement of goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. Government. Also, if the contractor subsequently does business in/with a country that is sanctioned by the U.S. Government, the contractor will immediately notify the PCA Member.

Some federal agencies require certifications from contracted primary and sub-tier vendors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense (DOD) under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012 (3, 4, and 5).

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations, as well as local requirements, may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

USMCA and PCA Contracts

Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC).

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

INTRODUCTION

PCA Membership

PCA Awarding Agencies which are agencies of the state of Texas may enter into agreements with governmental entities of other U.S. States, U.S. Territories, Canada and Mexico as allowed and approved by their laws and local jurisdictions. All entities wishing to join PCA to access PCA contracts must know their federal, state and/or local requirements.

A government agency that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services.

By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.

PCA Membership is open to public and private schools including independent school districts and charter schools, education service centers, colleges, universities, municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-profit entities, throughout the United States and its territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791, Interlocal Cooperation Act,* and *TEX. LOCAL GOV'T. CODE, Chapter 271*, *Subchapter F*, and similar statutes in other states.

Vendors are responsible for signing up Members with PCA. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

The specific scope of work for each purchase order shall be determined in advance and in writing directly between the Member and the Vendor.

Financing of PCA

There is no PCA membership fee to join PCA. The total cost of the PCA program is funded through an administrative fee paid by Vendors based on a percentage of Vendor gross sales, less expenses for special insurance, taxes, etc. or as otherwise stated in the contract. The Vendor pays the applicable administrative fee to PCA as progress payments are received, if applicable, or upon receipt of final payment.

PCA will provide limited oversight in assisting Vendors in marketing to PCA Members, training (education), and provide, at a minimum, an annual review of each Vendor. These services will be paid for out of the administrative fee. PCA will not market or sell directly for Vendors.

Purchasing Process Using PCA Contracts **(Reference "Records Retention" and "Right to Review, Audit and Inspect" in Terms and Conditions)**

Contracts are awarded by PCA's Awarding Agencies' Board of Directors following open competition in compliance with all applicable Texas procurement rules and regulations.

PCA Members send their Purchase Orders, with the PCA Contract Number referenced, directly to the Vendor. The Vendor delivers products/services to the Member and then invoices the Member. The Vendor sends monthly reports, listing current active purchase order details; and projects/purchases under discussion but not yet approved.

When invoiced payments are received by Vendor/Contractor, the administrative fees are paid to PCA with copies of relevant P.O.s, work orders, or other authorized documents. If monies are received for progress payments or open purchase order payments, administrative fees based on those receipts are also paid to PCA at the time of receipt. At the conclusion of purchase or service when Final payments for open purchase orders are paid, the admin fee is paid and monthly report states final payment.

PCA also requests its Members to send a completed copy and any updates, change orders, work orders, that have been issued to the contracted Vendor for PCA records. PCA does not need to approve them. All purchasing negotiations and bids are decided between the Member and the Vendor/contractor with the Contract Number noted on all approved, and signed purchase documents. Online purchases and web purchases need to be copied and forwarded to pcamerica@pcamerica.org.

Copies of purchase orders and other approved work or purchase documents are part of due diligence as extensions of the awarded contract and allow the Member entity to pass audits. It is in the interest of both parties to have all purchasing documents properly issued; including the contract number noted on the documents, with proper signatures/approvals and dates. PCA is not responsible for sales or loss of monies that have not been properly allocated for purchase under State and/or Federal Laws.

Maximum Annual Aggregate of the Contract

In compliance with *TEX. GOV'T. CODE §2269.403(b*), PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant to this solicitation for the PCA cooperative program at $30 million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of the Vendor or Member and based upon project requirements. Please contact PCA for the template and instructions for contract amendment requests.

TAB 2 - INSTRUCTIONS TO VENDORS

To qualify for evaluation, a proposal must be submitted on time and must materially satisfy all mandatory requirements identified in this solicitation. Vendors must follow the format instructions detailed below in preparing their proposals.

Vendors shall submit proposals electronically in the Bonfire system. The Vendor is responsible for supplying the company legal name, the DBA ("Doing Business As") if different from legal name, names of authorized representatives, and contact information in their response for the purpose of receiving notices, changes, addenda or other critical information.

Electronic Solicitation Response and Submission

PCA uses the Bonfire Interactive Ltd eProcurement system for submitting responses to solicitations. **PCA will no longer accept hardcopy responses for any solicitations**.

Questions regarding the Bonfire application will be answered by Bonfire support personnel. Questions regarding the solicitation will be published on Bonfire and an email will be forwarded to all potential submitters who have downloaded the solicitation. Further instructions are available on the Solicitations Tab at the PCA website www.pcamerica.org or in the Messages area in Bonfire. **Questions can be submitted up to five (5) days in advance of the deadline.**

Vendors are responsible for reading and understanding the entire solicitation and to fully inform themselves as to the terms, conditions, requirements and specifications of this solicitation before submitting a response. Failure to do so will be at the respondent's own risk. The law makes no allowance for errors of omission or commission on the part of the respondent; furthermore, the respondent cannot secure relief on the plea of error or ignorance concerning any requirement included in the solicitation.

Responses may be uploaded, replaced, corrected, etc. until the deadline indicated in this solicitation at which time the software will lock down the responses and no further changes or uploads may be made.

All signature documents are found in Tab 4. All documents must be signed by a company representative who is authorized to enter into contracts on behalf of the entity. The person signing the forms must also enter a printed, legible copy of the signature and indicate his/her title along with signature. Responses received without proper signature may not be considered. Electronic signatures will be accepted. Vendors should retain photocopies for their files. Failure to submit any document or information requested as part of the solicitation may result in the rejection of the entire response.

> **NOTE: Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are transferring to the documents being uploaded into Bonfire. There have been problems with some Electronic Signatures not appearing on .pdf files that have been uploaded into the Bonfire eProcurement System.**

Neither Purchasing Cooperative of America nor the Awarding Agency will be responsible for technical difficulties that respondent may encounter when submitting documents electronically unless the problem is with the PCA website and/or Bonfire and uploading is not possible. Respondent must inform PCA immediately of any upload problems. The problem will be researched and notice will be placed on the website of resulting advice. If the problem cannot be fixed quickly, a deadline extension (addendum to the solicitation) may be issued and posted on the website for download and inclusion in submittal.

PCA reserves the right to query respondent(s) concerning minor discrepancies within their submittal. Exceptions to the Terms and Conditions of the contract will be discussed with the respondent and decisions to accept or reject will be considered during the review process.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendors in developing and submitting a response or any amendments or addenda, participating in pre-proposal meetings, in any negotiation session or discussions, or any costs incurred by Vendors pursuant to this solicitation.

Vendors that are not awarded a contract may make a written request for a meeting to discuss their submittal.

Required Format

Vendor is responsible for ensuring that PCA has the appropriate legal company name, a DBA ("Doing Business As") if one is used, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

Vendors shall submit responses with the RFP # and Title located in the heading on the left margin on all uploaded pages. Company Name shall be in the heading on the right margin.

Uploaded documents must be in .pdf format.

There are Six (6) tabs to be used in response to the solicitation. Respondent shall upload responses into the appropriate TAB. Responses should be direct, concise, complete, and unambiguous.

Required Tabs

A copy of the entire solicitation has been provided in Bonfire for those Vendors who wish to be able to review the whole solicitation at one time without downloading individual Tabs. However, when responding to the RFP, submit documents in the following manner.

Tabs 1, 2, and 3 have been combined in Bonfire to facilitate download and upload for Vendor response. Download and Read. After reading, upload in Bonfire submission area as one complete document under Tab 1-3. This action confirms that Vendor has read Tabs 1-3.

Tab 1-Notice of Intent
Tab 2-Instructions, Definitions and Evaluation.
Tab 3-Contract Terms and Conditions.

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Tabs 4, 5, and 6 require Vendor response for Evaluation Committee to review. (1) Download; (2) Review, Sign and Date Forms; (3) Create response(s) to upload for each tab; (4) .pdf documents; (5) Upload required information for review under each individual tab.

Tab 4-Signature Forms and Vendor Questionnaire/Company Profile. When questions have been answered and all required signatures are in place, upload signature pages and completed Form L as one complete .pdf document. Form L and some requested informational documents may need to be uploaded separately due to size of response. Upload under Tab 4.

Tab 5-Scope and Specifications. Evaluation of submission will be based on the information submitted in answer to the scope and specifications supplied in Tab 5. Create submission that includes description of the products and/or services provided by your company and upload under Tab 5.

Tab 6-Pricing. Pricing and Discounts are required in order to be considered for award. Provide pricing for products and services as requested or stated in Tab 6. If company supplies Online or Catalog pricing, access to the catalog or online service must be provided for Evaluation Review along with any discount information. Create submission and upload under Tab 6.

Large Document Submissions

Bonfire restricts individual documents larger than 1,000MB. Documents larger than the requirement will need to be segmented into smaller sizes and uploaded as separate documents. For large catalogs, Vendor in their submission may direct the Evaluation Committee to a website where the current catalog resides. If sign-in and passwords are required, Vendor must supply this information in the submission and have it active for the evaluators to access.

Addendum(s) to this Solicitation

In the event that any changes to this solicitation occur subsequent to the issuance of the original solicitation, the changes or corrections to this solicitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original solicitation or any previous addendum. Each addendum will be made available to all entities on Bonfire. PCA will attempt to notice all entities that are known to have received a copy of this solicitation. However, PCA assumes no responsibility for ensuring that all Vendors receive notification. It is the respondent's responsibility to check the website for any possible addendums to this solicitation prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

Each addendum notification must be signed by Vendor's authorized representative and be uploaded into TAB 4. **If an addendum is issued, (1) read and/or download; (2) respond as necessary with proper signature(s); (3) create .pdf; (4) upload to Tab 4 in Bonfire.**

DEFINITIONS

In this solicitation and in the Contract, the following terms shall have meaning as follows:

PCA Awarding Agency - an agency of the State of Texas. All Awarding Agencies are considered members of PCA and as such, are available for using PCA contracts.

Purchasing Cooperative of America ("PCA") – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Member(s) – including non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, local, state, federal, and other governmental entities and agencies throughout the United States and its territories that follow local governing authority allowing them to utilize contracting vehicles procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791*, Interlocal Cooperation Act, and *TEX. LOCAL GOV'T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

Administrative Fee ("Admin Fee"/ "Fee") – the fee paid by Vendors with awarded contracts to fund the total cost of the cooperative program. The Fee must be included in the Vendor's price (as overhead, for example) and will not be issued as a separate line item in any invoice issued to Members. Vendors must pay the Fee within thirty (30) days of the completion of any Purchase Order unless the project has progress payments in which case, the Vendor is required to pay the Fee in proportion to progress payments within thirty (30) days of the monthly report.

Best Price – Vendor's best price offered to all governmental, cooperative or retail customers.

Best Value – the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. 'Best Value' includes multiple parameters, including experience, references, quality of Vendor's products/services, and price.

Bidder, Resident and Non-resident – "Resident bidder" is a person/entity whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Non-resident bidder" is a person/entity who is not a resident of Texas. *See TEX. GOV'T. CODE §2252.001.*

Bonfire – The software application of choice for PCA is Bonfire when soliciting RFPs, RFQs, etc.

Contract – the entire agreement between the parties. (See Tab 3 - Contract Terms and Conditions)

Contract, Addendum – wording added to the original contract that was omitted, whether by mistake or by necessary change. For example, an addendum might be added to a contract to change a date or add detail regarding delivery of goods or pricing.

Contract, Amendment – a minor permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the solicitation, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. Additional scope, specifications, and/or requirements agreed to by the Member and the Vendor, may be put in a Supplemental Contract or on a Purchase Order/Job Order.

Contractor – a seller/provider of goods/services; the entity/person responding to this solicitation and person(s) / entity(ies) to whom a contract has been awarded by an Awarding Agency; see Vendor.

Days – calendar days, unless specified as business days. The following are recognized holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. It is up to the Vendor to recognize holidays in the states and jurisdictions in which they work.

Delivery Order – document that defines the scope of services to be performed for the Purchase Order; specific to service contracts.

Hours, Premium – the hours not included in Regular Hours or Federal holidays. Premium Hours must be approved by the Member for each Delivery Order and noted in the Job Order Response as a line item during negotiations; overtime. Applies to Job Order Construction-type work.

Hours, Regular – the hours between 7 a.m. and 6 p.m. Monday thru Friday.

Disadvantaged Business Enterprise – local, state or Federal designation to businesses that have been deemed to be "historically under-utilized businesses" (HUB); including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise).

IDIQ – "Indefinite Delivery Indefinite Quantity" contracts that provide for an indefinite quantity of goods/services for a fixed term. Awards are usually for base years and option years.

Job Order Contracting (JOC) -

Job Order Response – a document prepared by the Vendor and sent/given to the Member that includes line item estimates for work to be performed; specific to Job Order Contracting-type projects.

Material Safety Data Sheet (MSDS) – labeling and documentation of hazardous materials**.**

Procurement – buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Purchase Order (PO) – the Member's written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by Vendor and Member may be added as addendums (supplemental contract) to the PO, including such items as requirements concerning certificates of insurance and small or disadvantaged business goals.

Responsive Vendor – person, company, firm, corporation, partnership or other organization who submits a response which conforms in all material respects to the solicitation document.

Scope of Work (SOW) - the specific work that has been agreed to be undertaken and accomplished by Vendor for the Member via the Purchase Order.

Solicitation – Various formats including invitation to bid (ITB), request for technical offers (RTO), request for proposals (RFP), request for qualifications (RFQ), or other invitation or request by which a Vendor is invited to participate in a procurement.

Specifications – a description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Term – the then-current Term of the Contract, whether an initial term or a renewal term.

Value Add – other products/services provided by the Vendor that are adjunct to this solicitation that would be beneficial to Members.

Vendor – a seller/provider of goods/services; a Vendor responding to this solicitation or Vendor(s) to whom a contract has been awarded by the Awarding Agency; also, a PCA Awarded Contractor.

Vendor, Responsible – Vendor having adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products/services listed herein.

Vendor's Key Staff Members - staff critical to the quality, implementation, and successful support and execution of the contract. Vendor's Key Staff Members typically include the Corporate Officer in charge of the PCA Contract, Purchase/Delivery Order Manager/Business Manager, and Marketing Manager.

EVALUATION

Timetable

The timetable shown below will be followed for this solicitation. This table is only an estimate and may vary, especially in the case where an addendum is issued.

Activity	Date
Advertised – 1st Time	Thursday, December 18, 2020
Advertised – 2nd Time	Monday, December 28, 2020
Pre-Proposal Meeting **(Must RSVP)**	Tuesday, December 29, 2020
Final Date for Questions	Monday, January 18, 2021 Noon 12:00
Proposals Due	Thursday, January 21, 2021 11:00 a.m.

PCA will hold a pre-proposal meeting for this RFP. This meeting is not mandatory. Check the schedule for date and time, then RSVP to pcamerica@pcamerica.org at least 24 hours prior to the meeting date. You have 2 options: (1) come to the PCA Houston office or (2) join the meeting via GoToMeeting or similar application. If you choose the GoToMeeting option, PCA will send you the login information.

Proposal Review and Contract Award or Non-Award notices will be issued as soon as practical or within 30 days of submittal.

Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, per review by the Evaluation Committee, to be the best value to PCA Members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Competitive Range, If Applicable

It may be necessary for PCA to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range will be deemed unacceptable and will not receive further award consideration.

Deviations and Exceptions to Requirements

Deviations to the Contract or exceptions to the Terms and Conditions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

Clarification and/or Discussions

During the review process PCA may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between PCA and Vendor can only take place after the deadline receipt of proposals. PCA reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. PCA will not assist the Vendor in the revision or modification of its proposal nor will PCA assist the Vendor in bringing its proposal to the same level of other proposals received by PCA.

No Guarantee of Quantities

Awarding Agency/ PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Awarding Agency /PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

Disadvantaged Business Enterprise Certification

Awarding Agency/PCA encourages the use of HUB, MWBE, VOSB, and SBE companies, both as prime and subcontractors. Subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE, VOSB and SBE participants.

Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by the prime contractor to meet their goals. Vendor shall indicate in their response to this solicitation whether or not they are a Historically Under-utilized Business (HUB), Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) Participation, etc.

and with whom they are certified; *e.g.,* Local, State, or Federal**. Failure to submit the certificate of the awarding entity will result in the Vendor not receiving credit for the HUB, MWBE, VOSB, and SBE status during evaluation.**

PCA Compliant with 2 C.F.R. *§* 200.321 in the Support of Small and Disadvantaged Businesses

In addition to full and open competition, non-Federal entities must take all necessary affirmative step to assure that "…Disadvantaged businesses, women's business enterprises, and labor surplus area firms…" are used when possible. Awarding Agency/PCA is familiar with and knowledgeable about 2 C.F.R. *§* 200.321 and can demonstrate throughout this solicitation and in due diligence documentation that PCA has taken the following "6 affirmative steps" procuring and awarding contracts. (1) PCA places Small and Disadvantaged Businesses on the solicitation lists; (2) Small and Disadvantaged Businesses are solicitated as potential contract awards; (3) using the services of the SBA and MBDA as appropriate to identify Small and Disadvantaged Businesses as potential responders of PCA solicitations; (4) Direct Vendors and Members to create delivery schedules that encourage participation by Small and Disadvantaged Businesses; (5) Where legal and practical and economically feasible, Vendors and Members may divide their total purchase and/or service requirements per 2 C.F.R. *§* 200.321. HUB companies earn an additional point during Evaluation Committee review of solicitation responses; and (6) requiring prime contractors using subcontractors to take the "6 affirmative steps." **See paragraph titled "Subcontractors, If applicable, in Tab 3 – Contract Terms and Conditions**

Because PCA is compliant with 2 C.F.R. *§* 200.321, PCA Members are also in compliance. The PCA Member may require verification of the Vendor's or their subcontractor's HUB status. PCA allows Members to negotiate with the Vendor they are dealing with to use HUB subcontractors in order to meet their HUB goals.

Formation of Contract (Execution of Offer)

A response to this RFP is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. A solicitation and the Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency's approving Board, Council or other Authority.

Interpretation

This solicitation represents the basis for any contract award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Proposals should be self-explanatory and should not require any clarification or additional information.

Non-Collusion Statement

Vendors are required to certify the Non-Collusion Statement in the Signature Forms Tab 4. Vendors are required to state the party submitting a response; that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agree, directly or indirectly, with an entity or person, to submit a sham response or to refrain from responding and has not in any manner, directly or indirectly, sought by contract or collusion, communication or conference, with any person, to fix the proposed price or of any other Vendor; or to fix any overhead, profit or cost element of said proposed price, or of that of any other Vendor; or to secure any advantage against PCA/Awarding Agency or any person interested in the proposed contract; and that all statements in said response are true.

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

Open Records Policy – Texas Public Information Act

Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. Proposals submitted to PCA as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated.

IMPORTANT: If Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

“Contractor [Vendor] is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.” *TEX. GOV’T. CODE 2252.907.*

Preferences

PCA may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving

PCA may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. See *TEX. GOV’T. CODE §2252.001-.004.*

Similar Products

Whenever product(s) is(are) referred by PCA in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

Contract Award / Multiple Awards

Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Awarding Agency/PCA reserves the right to award multiple contracts.

Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

1) Geographic location of offices/services;
2) Different offerings, such as product lines;
3) 'Value Add' offerings;
4) Vendor qualifications/market presence;
5) Small businesses and large companies offering quality products/services; and
6) Other reasons vendors provide value to PCA membership.

PCA Compliance With Texas DOA Administrator’s Reference Manual, Section 17, If Applicable

PCA Compliance with Texas Department of Agriculture (TX DOA) Administrator’s Reference Manual (ARM), Section 17 - Compliance with Texas Department of Agriculture requirement 17.74 (dated June 25, 2015) pursuant to USDA Memo SP 12-2016 (dated November 13, 2015) requires the public advertising for

an RFP to include either (1) the detailed specifications and/or technical requirements, and (2) the method and criteria for evaluation OR the location and process to access the information.

Solicitation responses are evaluated per TEC 44.031 and recommendations for contract award(s) are based on the following Evaluation Factors. The detailed specifications and technical requirements are found in the Scope and Specifications section. The location and process to access this information are also contained in the public notice as required.

Evaluation Factors	**Point Value**
Qualifications	
Products/Services	20
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	15
Pricing	25
SUBTOTAL POSSIBLE 100 POINTS:	**100**
Additional Qualifying Points	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	3
GRAND TOTAL POSSIBLE POINTS:	**110**

TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN

CITY OF O'DONNELL, TEXAS **("**PCA AWARDING AGENCY"**)**

AND

Proforce Marketing, Inc. dba Proforce Law Enforcement

(VENDOR's full name including aka or dba if applicable)

FOR

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-337-21 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the PCA Member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the PCA Member's purchase order.

Exceptions from Item Specification or Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in detail by the respondent at the time of submission of the response. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the respondent's submittal will hold the respondent accountable to the Cooperative and its Members to perform in strict accordance with all the Contract Terms and Conditions and all the item specifications as written. The respondent should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with their response may place the respondent at a competitive disadvantage or otherwise prevent the Cooperative from considering the response.

If applicable, any deviation from any of the specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Vendor to the remedies identified in the section of Contract Terms and Conditions entitled "Remedies for Non-Performance of Contract and Termination of Contract" and may jeopardize future business from Awarding Agency and Purchasing Cooperative of America and PCA Members.

Section Titles

The section titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

Use of Contract by PCA Members; Addition of New Members

Vendor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE §2269.407.* It is the responsibility of Vendor to bring new Members wishing to utilize their products and services into the Cooperative.

Multiple Contract Awards;

In accordance with *TEX. GOV'T. CODE §2269.406*, PCA/Awarding Agency reserves the right to award multiple contracts under the solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of PCA. Because PCA is a national cooperative, it may be in PCA Members' best interests to offer multiple contract awards. PCA reserves the right to award multiple contracts for the following reasons: 1) Geographic location of offices/services; 2) Different offerings, such as product lines; 3) 'Value Add' offerings; 4) Vendor qualifications/market presence; 5) Small businesses and large companies offering quality products/services; and 6) Other reasons Vendors provide value to PCA membership.

Non-Exclusivity

Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use

all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

Vendor Protest/Appeal Procedure

PCA has a written Vendor Protest/Appeal Procedure that is published on the PCA website at www.pcamerica.org/faqs . The format protest/appeal must be in writing, present a precise statement of the relevant facts, identify the specific issue(s) to be resolved, and present arguments in support of the protest.

Negotiations

PCA shall determine which responses are in the competitive range and/or are reasonably susceptible of being selected for award. Responses not in the competitive range may not be further evaluated. Responses in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that PCA decides to conduct negotiations, notice shall be provided to each Vendor whose response is being considered for award. This notification may identify, in general terms, the elements or factors upon which PCA intends to base its negotiations.

Vendors will not be assisted, in any way, to bring their responses up to the level of other responses through discussions. During the course of negotiations, no Vendor's technical response or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. PCA will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors' responses or prices.

Best and Final Offer

PCA in its sole discretion, may request all responses in the competitive range to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing. If Vendor does not respond to the request for a Best and Final Offer, then that Vendor's most recent offer will be considered to be its Best and Final Offer.

No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of the Awarding Agency, is an independent contractor, and is not an employee, agent, joint venture, or partner of any PCA Member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the Awarding Agency, PCA and Vendor, any PCA Member and Vendor, PCA, Awarding Agency and any of Vendor's agents, or any PCA Member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of PCA, the Awarding Agency or any PCA Member, and PCA, Awarding Agency and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that Awarding Agency, PCA, its employees, agents, Board of Directors, Council, other Authority, administration, and PCA Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

Amendment(s) To This Contract Between Awarding Agency/PCA and Vendor

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Vendor.

No amendment of this Contract shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

Term of Contract; Renewal of Contract

The initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at Purchasing Cooperative of America's sole discretion. See *TEX. GOV'T. CODE §2269.409.* Consequently, the total Term of the Contract may be for a period of five (5) years. All of the renewals take place automatically unless the awarded contractor/vendor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA reserves the right to award contract(s) to a Vendor for a longer initial term period if it is determined to be in the best interest of the Awarded Agency and/or PCA Membership.

Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract time period.

Vendor Assignment of Contract to Others

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of PCA and, if applicable, the PCA Member.

Compliance with Laws – Federal, State, Local and Other Recognized Governments

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable:

- *Federal Agencies may incorporate by reference the Federal Acquisition Regulations (FAR and DFAR) sections that are appropriate to their project requirements*
- *All contracts made by the non-Federal entity under a Federal award must contain the appropriate provisions of 2 CFR, Part 200 – Appendix ii*
- *Workers' compensation laws*
- *Minimum and maximum salary and wage statutes and regulations, including prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5). When required or requested by a PCA Member, Vendor shall furnish PCA Member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the Member's obligation to inform the contractor of this requirement and note it in the Purchase Order.*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5)*
- *Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 / 29 CFR Part 5)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),*
- *Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*

- *Arizona "Cancellation or Conflict of Interest" A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *All Vendors shall comply with A.R.S. 41-4401 and 23-214(A) "Federal Immigration and Nationality Act" (FINA) as well as all federal laws when working in Arizona, while these requirements are for Vendors wishing to work with Arizona School Districts, Vendors shall also meet the jurisdictional requirements of other states as appropriate.*
- *A.R.S 15-512(H) provides for fingerprinting for contractors and subcontractors, and Vendors to be fingerprinted where frequent or regular services are performed on school grounds (similar to Texas requirements).*

All States:

- *For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the PCA Member at cost as part of the Purchase Order, unless the permits are provided by the PCA Member.*
- *Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Member's Purchase Order or Job Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.*
- *The states of individual PCA Members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements.*

Additional DFAR Federal Security Requirements for PCA Members and Awarded Contractors

Some federal agencies require certifications from contracted primary and sub-tier vendors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense (DOD) under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012 (3, 4, and 5).

PCA contracts allow federal agencies the ability to have a supplemental contract that meets their additional requirements; and these additional requirements would take precedent with total project/contract control with that agency. Sub-tier companies working on those projects have to be certified. Universities working under the above contract certifications will be required to have the appropriate certification level(s); this includes the university's sub-tier contractors.

If Vendor has received or is seeking certification, provide a copy of the certification, showing the date awarded and the level (1 thru 5) that your firm qualified for. See Form L – VENDOR QUESTIONNAIRE, #15.

Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by a Vendor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section, in the event the Vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Cooperative shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving Awarding Agency must be brought exclusively in the state and federal courts located in County of Awarding Agency, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving Awarding Agency but involving a PCA Member and Vendor shall be governed by the laws of the state of the Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY AWARDING AGENGY, PCA OR THE MEMBER.

Non-Appropriation "Funding Out" Clause

Renewal of this Contract, if any, will be in accordance with *TEX. LOCAL GOV'T. CODE §271.903* concerning non-appropriation of funds for multi-year contracts. Other states may have similar statutes. Notwithstanding any other provision of this Contract or obligation imposed on any Member by this Contract, Members shall have the right to terminate any Supplemental Contract, Purchase/Delivery/Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of any Member if it is determined by any Member, at their sole discretion, that there are insufficient funds to extend any Supplemental Contract, any Purchase/Delivery/Job Order. If the Member does not budget to fund the contract, the Member cannot then get the products or services elsewhere.

The parties agree that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Order are commitments of the current revenue of PCA Member only.

Notice

Any notice provided under the terms of this Contract by one party to another party shall be in writing and shall sent by hand-delivery, by certified or registered mail, return receipt requested, or by email.

Contract Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.

Notification of Material Change in Vendor Operations

Vendor is required to notify Purchasing Cooperative of America of any material change in operations, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **three (3) business** days of such change.

Change Orders, if Applicable

Pursuant to *TEX. EDUC. CODE §44.0411(a)*, for PCA Members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the PCA Member may approve change orders making the changes. The total Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The PCA Member may grant general authority to an administrative official to approve the change orders. A Job Order with an original contract price of $1 million or more may not be increased under *TEX. EDUC. CODE §44.0411(a)* by more than twenty-five percent (25%). If change orders for a Job Order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than twenty-five percent (25%) of the original contract price. If a Job Order requires additional fee above this percent then a new purchase order must be used specifying the “new” requirements

Fees and Permits, If applicable

All fees, expenses, and permits required by any Member in the completion of contracted work or for products delivered are the sole responsibility of the Vendor. It is the responsibility of the Vendor to obtain and pay for all relevant permits required by any organization regarding any work being done or product being delivered under this Contract.

Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures

It is the policy of PCA/Awarding Agency not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Vendor is, and during the Term will remain, in compliance with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). ***Applicable ONLY to federally assisted construction contracts:*** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

A final, non-appealable judgment by a court of competent jurisdiction under which Vendor was proven to discriminate in violation of this Section will constitute Vendor's material breach of this Contract, whereupon PCA/PCA Awarding Agency may terminate this Contract.

Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Members' property.

Subcontractors, If Applicable

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors.

Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Awarding Agency/PCA, PCA Members and any such subcontractor, nor shall it create any obligation on the part of PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

Prime contractors must be familiar with and knowledgeable about 2 C.F.R. § 200.321 and be able to demonstrate that they took the "six affirmative steps" when selecting subcontractors. **See paragraph titled PCA Compliant with 2 C.F.R. *§* 200.321 in the Support of Small and Disadvantaged Businesses.**

Insurance, If Applicable

Vendor is required to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within 14 business days** of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which Member is located and shall be acceptable to the Member. Vendor shall give Member a minimum of **ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

If a PCA Member in a state other than Texas has higher insurance requirements than those listed below, then such may be added to the Purchase Order or Job Order. Such insurance is to be provided at the sole cost of the Vendor.

These requirements do not establish limits of Vendor's liability.

Specialty insurance, such as "marine insurance", if required for a Purchase Order, may be listed as a line item and passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to PCA Members. The Member, if requested, shall be named as an "additional insured" on insurance policies. The PCA Member reserves the right to require additional insurance should the PCA Member deem additional insurance necessary, in their sole discretion.

Minimum insurance requirements:

• Automobile Liability Coverage: Combined Single Limit, each accident/any auto	$1,000,000
• Commercial General Liability, each occurrence	$1,000,000
Damage to Rented Premises, each occurrence	$50,000
Medical Expenses, any one person	$5,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products-Comp/Op Aggregate	$2,000,000
• Umbrella Liability, each occurrence	$1,000,000
Excess Liability, aggregate	$1,000,000
• Workers Compensation	state's statutory limit
Employers' Liability, each accident	$1,000,000
E.L. disease-each employee	$1,000,000
E.L. disease-policy limit	$1,000,000

Performance and Payment Bonds, if Applicable

Vendor agrees to provide performance bonds and/or payment bonds, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable*. TEX. GOV'T. CODE §2269.411.* Pursuant to *TEX. GOV'T. CODE §2253.021*, a performance bond is required if a Job Order is in excess of $100,000 for PCA Members that are governmental entities subject to *Chapter 2253*; a payment bond is required if a Job Order is in excess of $25,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are not municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22,* and a payment bond is required if a Job Order is in excess of $50,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*. Other states may have similar statutes.

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Please list Bond Rate.

Expenditures for all bonds shall be a pass-thru to the Member (with no additional administrative cost) and reconciled at the end of each project.

Customer Support

Vendor shall provide timely and accurate technical advice to Awarding Agency and PCA staff and Members. Vendor shall provide reasonable training to PCA staff and PCA Members regarding products/services supplied under this contract by the Vendor, at no additional charge, upon request.

Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by a PCA Member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall to the extent such loss, damage, or destruction is caused by Vendor or Vendor's representative, agent, employee or contractor, indemnify PCA Member and pay to the PCA Member the full value of or the full cost of repair or

replacement of such property, whichever is greater, within **thirty (30) days** of Vendor's receipt of written notice of the PCA Member's determination of the amount due. If Vendor fails to make timely payment, the PCA Member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by the PCA Member.

Website Support

Vendor agrees to cooperate with PCA in publicizing contract information on the PCA website. Vendor also agrees to work with PCA in updating and maintaining current information on Vendor activities related to the Contract on the PCA website.

Vendor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated.

Vendor agrees to promote its PCA contract by prominently displaying the PCA logo on its website with a link to the PCA website at www.pcamerica.org.

Promotion of Contract Marketing Plan

The marketing of Vendor's company, products and/or services shall be the sole responsibility of Vendor. PCA may supply Vendor with the PCA Members List that contain name, address, phone numbers, and/or email addresses. Members have primary responsibility for knowing the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Vendors and Members to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Vendor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the PCA seal in its marketing materials, including, but not limited to, Vendor's website and related marketing materials. Vendor shall submit all promotional materials to PCA and obtain written approval before Vendor finalizes or publishes promotional material bearing the PCA name or seal. Vendor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

PCA will work with the Vendor in presenting the Cooperative to perspective Members in support of the awarded contract.

Encouraging Members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of Vendor's awarded contract.

Ordering Procedures

Purchase Orders, including PCA contract number and title, are issued by the Member to the Vendor according to this Contract and any supplemental contract between the Vendor and Member. Vendors and Members must also send copies of Purchase Orders to PCA, unless otherwise stipulated by PCA. PCA may request confirmation of receipt of the Purchase Order from Vendor.

Invoicing Procedures; Payments

Packing Lists or other suitable shipping documents for products must accompany each shipment and must identify

(a) the name and address of the Vendor,
(b) the name and address or delivery location of the receiving entity,
(c) the Purchase Order Number, and

(d) detailed descriptive information identifying the item(s) delivered including quantity, item number, product code, item description, number of containers, etc., as appropriate.

Vendor shall submit invoices, in duplicate, directly to the Member at the appropriate location(s) specified by the Member. Each invoice shall include the Member's Purchase Order Number and PCA contract number. All invoices shall be itemized to include the type of product(s) purchased and/or service(s) rendered. Vendor shall submit invoices in a timely manner during the Member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of the Member's receipt shall be made available upon request by Member.

Member will make **p*ayments directly to Vendor.*** Member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor. In any case, payment will be made only after satisfactory delivery and acceptance of services/products in good order, including the necessary documentation indicated above, and only after receipt of an accurate Invoice from the Vendor including the necessary information indicated above.

Members will not be held responsible for any products delivered or invoiced without a valid current Purchase Order stating the PCA contract number and title.

Neither PCA, Awarding Agency nor any other Member shall be liable for the indebtedness of any other Member.

TEX. GOV'T. CODE §2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by PCA Member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following:

(1) the date Member receives the products and services under the Contract;
(2) the date the performance of the service under the Contract is completed; or
(3) the date Member receives an invoice for the products or service.

For Members whose governing bodies meet more often than once a month, payments are due by those Members within **thirty (30) days** after the later of the following:

(1) the date Member receives product(s) under the Contract;
(2) the date the performance of the service under the Contract is completed; or
(3) the date Member receives an invoice for products or services.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from Member not later than the **tenth (10th) day** after the date the Vendor receives the payment from Member.

The exceptions to payments made by Member and/or Vendor listed in *TEX. GOV'T. CODE §2251.002* shall apply to this Contract.

Job Order Contracting/Construction Only – New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (Unit Price Book).

Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.

Engineering Services

Those companies submitting and doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE §791*. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. Vendors working in other states shall follow the requirements of those jurisdictions.

Title and Risk of Loss, If Applicable

Whenever a PCA Member is purchasing (and not leasing) a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.

Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Vendor to Awarding Agency and/or PCA Members under this Contract. These records and accounts shall be retained by Vendor and made available for review by Members for a period of **not less than seven (7) years (some jurisdictions require 5)** from the date of completion of the service(s), receipt of product(s), the date of the receipt by the Member of Vendor's final invoice or claim for payment in connection with this Contract, or the date Member makes final payments and closes pending matters in connection with a federal grant, whichever is later.

If an audit or contract compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month,** after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount**.** The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at P.O. Box 604, Hico, Texas 76457, or electronically to *Reports@pcamerica.org*. The Monthly Report Form is at *www.pcamerica.org* on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- The PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days.**
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/ Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.

- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, P.O. Box 604, Hico, TX 76457.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2) percent, unless otherwise stated in Tab 6 Pricing.

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Vendor Review

Awarding Agency and Purchasing Cooperative of America desire to provide quality Vendors with its Cooperative program. Vendor must maintain a good audit record for:

- compliance under the contract
- timely activity reporting, and
- prompt payment of Administrative Fees

Right to Review, Audit and Inspect

Awarding Agency /PCA, PCA Members, any federal agency that has awarded federal funds/grant(s) to Member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:

a) Vendor's compliance with this Contract and the requirements of the solicitation.
b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or Members.
c) Compliance with provisions for computing billings to Members.
d) Any other matter related to this Contract.

Supplemental Contracts

The PCA Member and Vendor may enter into a separate, supplemental contract per purchase order. Any supplemental contract developed as a result of this Contract and/or the RFP is exclusively between the PCA Member and Vendor and shall have no effect or impact on Awarding Agency, PCA, any other PCA Member, or this Contract. Any supplemental contract between Vendor and PCA Member may be subject to immediate cancellation by the PCA Member (without penalty to the PCA Member) if, in the opinion of the PCA Member, the quality, service, specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by the Vendor as part of this contract. See "Compliance with Specifications and Contract" for further information in Tab 5.

Tax Exempt Status

All PCA Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE §151.310* for the purchase of tangible personal property. Laws of other states govern the tax status of PCA Members in these other states. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. PCA Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with all States' tax laws of states in which they work and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Awarding Agency /PCA and the PCA Member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Vendor.

Sales Tax-Texas Only

Upon request, each Member will provide a Tax Exemption Certificate to the Vendor. Texas government entities are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Vendor unless the Vendor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, the respondent agrees to accept tax exemption information in such form.

IRS Request for Taxpayer Identification Number and Certification, W-9

To receive payment under this Contract, Vendor shall have a current IRS W-9 Form on file with the Member.

Other States' Tax Requirements

Payment of taxes by PCA Members Outside of Texas – PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Vendor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole

responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Waiver

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

Participation in PCA Program

Vendor acknowledges and agrees that continued participation in the PCA Cooperative Program is subject to PCA's sole discretion and that Vendor may be removed from the Program at any time, with or without cause, in PCA's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order.

Nothing in this Contract or in any other communication between PCA and Vendor may be construed as a guarantee that PCA Members will submit any Purchase Order to Vendor at any time.

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase/Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

Remedies for Non-Performance of Contract and Termination of Contract

Should the participating PCA Member suspect or find that the Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

This Contract shall remain in effect until

(1) Contract expires by its terms.
(2) For Convenience: PCA may terminate this Contract, in whole or in part, without penalty and without cause, by giving (30) days written notice of such termination to contractor.
(3) For Cause: Awarding Agency may terminate this contract if Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
(4) The Contract is terminated by mutual consent of PCA and Vendor with thirty (30) days' written notice. All active purchase orders must be completed.

Awarding Agency /PCA further reserves the right to terminate the Contract immediately in the event Vendor fails to:

(1) Meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase/Job Order;
(2) Make any payments owed; or
(3) Otherwise perform in accordance with this Contract and/or the RFP.

PCA reserves the right to terminate the Contract immediately, with written notice to Vendor, if PCA believes, in its sole discretion that it is in the best interest of Awarding Agency or PCA Members to do so.

Vendor agrees that Awarding Agency/PCA shall not be liable for damages in the event that Awarding Agency/PCA declares Vendor to be in default or breach of this Contract and/or the solicitation. In the event of a breach or default of the Contract and/or the solicitation by Vendor, Awarding Agency reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Awarding Agency PCA Members.

New Texas Government Code for Work Done in Texas (as needed by Vendor and Member)

For contracts entered into on or after January 1, 2016, *Texas Government Code Chapter §2252.908 (H.B. 1295)* provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least $1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency.

The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information, are available on the Commission's website at the following links:

https://www.ethics.state.tx.us/tec/1295-Info.htm
https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Awarding Agency /PCA is not a business entity under this law (*1 Tex. Admin. Code 46.3(b*)). However, PCA Vendors may be business entities and may, for certain purchases and contracts with PCA Members, be required to file disclosures under Texas Government Code Chapter 2252. It is Vendor's responsibility to determine the applicability of, and comply with, all disclosure laws including Chapter 2252. Disclosure will not be handled by Awarding Agency administration on behalf of PCA Member.

PROFORCE LAW ENFORCEMENT

Firearms and Tactical Equipment for Law Enforcement Professionals

SUBSTANCE ABUSE POLICY

PURPOSE:

Employees are ProForce Marketing's ("ProForce") most valuable resource, and for that reason, their safety and health are of paramount concern. ProForce maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, ProForce expects employees to report to work in proper condition to perform their duties. The intent of these guidelines is to prevent the use and presence of illegal drugs and alcohol in the working environment. Use of these substances poses a serious threat to the health and safety of all employees. Consistent with ProForce's strong commitment to its employees, we encourage anyone with a drug or alcohol problem to come forward and seek assistance in a confidential manner.

POLICY:

All levels of employees at ProForce are covered by the terms of these guidelines. Applicants for employment are also covered by this policy. This policy in no way creates an obligation or contract of employment. The company reserves the right to alter or amend the program at any time at its sole discretion. If any part of this policy is determined to be void or unenforceable under state or federal law, the remainder shall remain in full force and effect.

DEFINITIONS

(a) Under the Influence means, for the purpose of this policy, that the employee is affected by drugs or alcohol or the combination of a drug or alcohol in any detectable manner.

(b) Legal Drug includes prescribed drugs and over-the-counter drugs that have been legally obtained for the user and are being used for the purposes for which they are prescribed and manufactured.

(c) Illegal Drug means any drug that (i) is not legally obtainable, or (ii) is legally obtainable, but has not been legally obtained or legally used.

(d) ProForce premises include all areas in which ProForce operates, including but not limited to, its property, company owned or leased vehicles or equipment, privately owned vehicles entering or parked on the property or in use on the property, lockers, desks, work spaces, and storage facilities, and any area where company business is conducted.

POLICIES

(a) The sale, possession, transfer, use, manufacture, or purchase of drugs or alcoholic beverages on company property or during working time is against company policy and is grounds for immediate discharge.

(b) The illegal sale, purchase, transfer, use, manufacture, or possession of drugs while an employee is off duty and off company premises may be grounds for immediate discharge.

(c) Employees reasonably suspected of sale, possession, transfer, use, manufacture, purchase, or being under the influence of drugs or alcohol on company premises or during working hours may be suspended without pay pending investigation of the circumstances.

(d) Employees' personal property which is brought on company premises will be subject to search. All searches under this policy will occur with the utmost discretion and consideration for the employees involved. Employees refusing to allow a search will be discharged.

(e) It is against ProForce policy for an employee to report to work under the influence of intoxicants such as alcohol or illegal drugs, as well as prescribed drugs that induce an unsafe mental or physical state. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

(f) For the purpose of this policy, an employee is presumed to be under the influence of drugs or alcohol if urinalysis, blood test, or other acceptable positive quantitative proof shows drug or alcohol usage.

(g) Arrest for, and/or conviction based on, drug trafficking violations are grounds for suspension or termination.

TESTING

Reasonable Cause

ProForce will conduct drug screening for reasonable cause. Reasonable cause means that ProForce believes the actions, appearance, or conduct of the employee are indicative of the employee being under the influence of an illegal drug or alcohol. ProForce will only conduct reasonable cause testing when there are objective facts and reasonable inferences can be drawn from those facts. The objective facts and inferences may be based upon, but not limited to, the following items:

(a) Observable phenomenon, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug or alcohol;
(b) Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
(c) A report of drug use provided by a reliable and credible source which has been independently corroborated;
(d) Evidence that an individual has tampered with a drug test during their employment with ProForce; or
(e) Information that an employee has caused, or contributed to, an accident at work while under the influence of drugs or alcohol.

Procedures

(a) Drug testing will be conducted in two steps:
  (1) Initial drug screening will be done by methods such as the Enzyme Immunoassay Test (EMIT) or other currently acceptable methods;
  (2) Confirmation of a positive screening test will be conducted by an approved method, such as the use of Gas Chromatography/Mass Spectrometry (GC/MS) equipment by a Substance Abuse and Mental Health Administration (SAMHA) or College of Pathology (CAP) approved laboratory.

(b) Alcohol testing will be conducted in two steps:
  (1) Testing for the presence of alcohol may be conducted by a currently approved breath testing apparatus (Breathalyzer) or other appropriate currently accepted devices;
  (2) Confirmation of an initial breath test showing a positive test result for alcohol will be confirmed by a currently accepted method meeting state and local regulations.

(c) ProForce reserves the right to require drug and alcohol testing of all employees, including, but not limited to, the following categories or groups, at any time:
  (1) Applicants - All applicants will be required to submit to drug and/or alcohol testing. Any refusal to submit to pre-employment drug and/or alcohol testing will result in the individual no longer being considered for employment;

  (2) Contractual - As necessary to comply with the contractual or legal obligations of our customers, clients, the federal government, or individual state drug-testing laws. Those employees affected by these types of tests will be notified as to the specific requirements as information becomes available.

(d) Refusal of an employee to submit to or cooperate with the administration of an alcohol or drug test will result in termination. Any attempt to invalidate or circumvent a drug test will also result in termination.

(e) Any employee who has failed a drug test or alcohol test will be notified in writing. Such employee, upon making a written request within 5 days of notification by ProForce of the initial test result, has the right to:
  (1) obtain the written test results;
  (2) have the initial specimen retested at his or her expense at a SAMHA approved lab of their choice, by making a written request within 5 days of notification by ProForce of the initial test result; and
  (3) explain, in a confidential setting, the positive test result.

(f) All test results will be kept strictly confidential, and access will be limited to:
  (1) the tested employee; and
  (2) individuals designated by ProForce to receive and evaluate the test results or hear the explanation of the employee.

VIOLATION OF THIS POLICY

Any violation or failure to comply with the terms of this policy will result in disciplinary action up to and including termination.

PROFORCE LAW ENFORCEMENT

Firearms and Tactical Equipment for Law Enforcement Professionals

SUBSTANCE ABUSE TESTING CONSENT AND RELEASE FORM

I hereby acknowledge that I have received, and read, or been informed of the Company's Substance Abuse Program, and understand the contents of the Program. I do hereby agree to be bound by the terms of that program as a condition for employment and for purposes of applying for, accepting, or continuing employment with Davidson's, Inc. I also hereby state that I am not a user of illegal controlled substances.

I understand and consent freely and voluntarily to the Company's request for a blood, urine, or other specimen sample testing. I hereby release and hold Davidson's, the laboratory, its employees, agents, and other program contractors, harmless from any liability arising from this request to furnish this or any such specimen or sample, the testing of the specimen or sample, and any decisions made concerning my application for employment or my continued employment, based upon the results of any such tests. I consent to allow any Company employee, who has been authorized and designated by Davidson's for such purposes, or any physician, laboratory, hospital, or medical professional, that has been authorized and designated by the Company for such purposes, to perform appropriate chemical tests for the presence of alcohol, drugs, or other controlled substances.

I further state that I have read the foregoing consent and release form, or had it read to me, and know the content thereof and have freely and voluntarily affixed my signature on this document.

_____ _____

APPLICANT/EMPLOYEE SIGNATURE DATE

_____

PRINT NAME

Prescott, Arizona
Corporate Office & Support Center
3009 North Highway 89 • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

	Form #	Form Title
☒	A.	Contract First Page for entering Company Legal Name
☒	**B.**	**Contract Acceptance and Signatures Form**
		Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED.
		B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature.
		If there are no exceptions, this form does not need to be signed.
☒	C.	Conflict of Interest Questionnaire
☒	D.	Antitrust Certification Statement
☒	E.	W-9 Request for Taxpayer Identification Number and Certification
☒	F.	Vendor Certification Forms
☐	G1.	SB 9 Contractor Certification: Contractor Employees
☐	G2.	SB 9 Contractor Certification: Subcontractor
☒	H.	Contractor Certification-Arizona Requirement
☐	I.	Bond Letter, If Required
☒	J.	Certification Regarding Debarment, Suspension and Other Responsibility Matters
☒	K.	Addendum(s), If Issued
☒	L.	Vendor Questionnaire and Company Profile

FORM A TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN

CITY OF O'DONNELL, TEXAS ("PCA AWARDING AGENCY"**)**

AND

Proforce Marketing, Inc. dba Proforce Law Enforcement

(VENDOR's full name including aka or dba if applicable)

FOR

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-327-21 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member

Form B – Contract Acceptance and Signatures

Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☒ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: Proforce Marketing, Inc. dba Proforce Law Enforcement

Address: 2625 Stearman Rd., Ste. A

City/State/Zip Code: Prescott, AZ 86301

Phone: 928-776-7192 Email: sales@proforceonline.com

Authorized Company Signature — Date: 1/21/2021

Printed Name, Title: Karen M. Berggren, Contract Specialist

Acceptance by Awarding Agency

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Awarding Agency Authorized Signature — Date

Printed Name: _____

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Awarding Agency/PCA will consider any exceptions indicated below in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

☐ List all exceptions your company is submitting (Use additional pages, as necessary).

_____

_____

_____

_____

_____

_____

Signature(s) below are only required if the box is checked and there are exceptions listed above.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) _____

Authorized Signature: _____

Date: _____

****

☐ **Exception(s) Accepted**

☐ **Exception(s) Rejected – New Form B must be re-submitted; if not submitted, award will not be recommended.**

☐ **Exception(s) Partially Accepted – New Form B must be re-submitted with rejected items removed; if not submitted, award will not be recommended.**

PCA/Awarding Agency Authorized Signature _____

Date: _____

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

(1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or

(2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than $250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Proforce Marketing, Inc. dba Proforce Law Enforcement

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

1/21/2021

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*;
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

Vendor: Proforce Marketing, Inc. **Address:** 2625 Stearman Rd., Ste. A Prescott, AZ 86301 **Phone:** 928-776-7192 **Fax:** 928-445-3468	**Company Official Authorizing Response:** Signature Karen M. Berggren Printed Name Contract Specialist Title

Form E

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Proforce Marketing, Inc.

2 Business name/disregarded entity name, if different from above
Proforce Law Enforcement

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2625 Stearman Rd., Ste. A

Requester's name and address (optional)

6 City, state, and ZIP code
Prescott, AZ 86301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
86-1022874

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ► 1/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Form F – Vendor Certifications Form

Vendor, by completing the signature section at the end of Form F, acknowledges that they have read and understand these provisions, laws, acts, regulations, etc., and certify compliance thereto.

STATE OF TEXAS CERTIFICATIONS

TEXAS FAMILY CODE

Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993). No sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of a business entity that is 30 days or more delinquent in paying child support under a court order or a written repayment contract is eligible to respond or receive a state contract.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, ***Notification of Criminal History of Contractors***, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a.) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

Vendor certifies, by submitting a response to the solicitation, that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Occupational Safety and Health Administration (OSHA). Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this contract. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency/PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, ***TEX. GOV'T. CODE §2258,*** applicable to the construction of a public work, and any related federal requirements, including the **Davis-Bacon Act, (40 U.S.C. Section 276a et seq.),** *and its subsequent amendments*. In the event **TEX. GOV'T. CODE 2258** applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with **FEMA** requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per ***TEX. GOV'T. CODE §2258.023.*** **Also,** ***McNamara-O'Hara Service Contract Act (41 U.S.C. 351).***

PROHIBITION ON DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY TEXAS

Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations; other states may have similar laws.
Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws.
By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, and (3) will not engage in business with countries or foreign terrorist organizations sanctioned by the state of Texas.

FEDERAL CERTIFICATIONS

ANTI-LOBBYING APPLICABLE TO CONTRACTS, GRANTS, OR AWARDS EXCEEDING $100,000 IN FEDERAL FUNDS

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Vendors that apply or bid for an award exceeding $100,000 in federal funds must file the required documentation certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", (federal form) in accordance with its instructions.

DOMESTIC PREFERENCE FOR PROCUREMENT - BUY AMERICA PROVISIONS

2 CFR §200.322 encourages Federal award recipients, if appropriate and to the extent permitted by law, to utilize goods, products, and materials produced in the United States (uses the term "should" vs. "must".) The non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

2 CFR §180 implementing Executive Orders 12549 and 12689. For all contracts paid for with federal funds, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. A contract award must not be made to parties listed on the government wide Exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND AWARDS EXCEEDING $250,000 IN FEDERAL FUNDS

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BAN ON FOREIGN TECHNOLOGY

2 CFR §200.216. Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA/PCA Member to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the **Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g)**, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

RIGHTS TO INVENTIONS MADE UNDER A FEDERAL GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS

37 CFR §401.2(a). If a Federal award meets the definition of "funding agreement" under and vendor is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient and vendor must comply with the requirements of **37 CFR §401**, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

RECORDS ACCESS AND RETENTION REQUIREMENTS

When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in **2 CFR §200.333.** The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
Per 2 CFR §200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, IF APPLICABLE

40 U.S.C. 3701-3708. Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award, where applicable, by a non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers. The contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

TERMINATION FOR CAUSE AND CONVENIENCE IN CONTRACTS IN EXCESS OF $10,000 FEDERAL FUNDS

Vendor acknowledges that the Member reserves the right to immediately terminate any agreement in excess of $10,000 in the event of a breach or default of the agreement by Vendor. Termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement is spelled out in the contract between the vendor and the Member. Termination for cause may occur in the event Vendor fails to (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Member also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Member believes, in its sole discretion that it is in the best interest of the Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by the Member as of the termination date.
Any award under this procurement process is not exclusive and the Member reserves the right to purchase goods and services from other vendors when it is in the Member's best interest.

PROHIBITION ON DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT

Vendor is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on **the List of Specially Designated Nationals and Blocked Persons (the "SDN List"),** and will not do business with such entities during the term of this contract.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that any/all subcontractors it uses to fulfill the Contract shall also be bound by the foregoing certifications and provisions. Also, Vendor agrees to be responsible for their subcontractors and acknowledge that their subcontractors will be held to the same standards as Vendor.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Awarded Contract(s).

Awarded PCA Contract Number(s) _____

Vendor Name: Proforce Marketing, Inc.

Printed Name of Authorized Representative: Karen M. Berggren

Title: Contract Specialist

Signature of Authorized Representative: _____ Date: 1/21/2021

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background
TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions
Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:
(1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
(2) A felony or misdemeanor offense that would prevent a person from being employed under *TEX. EDUC. CODE* §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
  (a) A felony offense under Title 5*, Texas Penal Code*;
  (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, *TEX. CR. CODE ANN.*; or
  (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Proforce Marketing, Inc. ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that [**check one**]:

[X] None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or –

[ ] Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
(1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
(2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days.**
(3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE*, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

	Contract Specialist	1/21/2021
Signature	Title	Date

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

(1) A conviction or other criminal history information designated by an PCA Member;

(2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:

- (a) A felony offense under *Title 5, TEXAS PENAL CODE;*
- (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.;* or
- (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with Proforce Marketing, Inc. ("Vendor"), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that [**check one**]:

[XX] None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

[ ] Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

(1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.

(3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

	Contract Specialist	1/21/2021
Signature	Title	Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT

Contractor's Employment Eligibility

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

Fingerprint & Background Checks (Arizona requirement)
If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran
In accordance with *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

1/21/2021

Signature of Respondent Date

FORM I

BONDING LETTER, IF APPLICABLE

FORM J

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

****

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (d) Have not within a three-year period preceding this submittal/renewal had– one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ 1/21/2021

Authorized Company Signature Date

Karen M. Berggren, Contract Specialist

Printed Name & Title

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE

1. Certification of Residency-TEXAS

TEX. GOV'T. CODE § 2252.002, PCA "…may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds.** *TEX. GOV'T. CODE § 2252.004.*

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. *TEX. GOV'T. CODE § 2252.001.*

City and state of Vendor's principal place of business: Prescott, Arizona

Vendor is a Texas "resident bidder" _____ OR a "non-resident bidder" X

a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ☐ Yes ☒ No

b) What is the prescribed amount or percentage? $_____ OR _____%

2. Which best describes Vendor's position in the distribution channel, if applicable:

☐ Manufacturer direct	☐ Certified education/government reseller
☒ Authorized distributor	☐ Manufacturer marketing through reseller
☐ Value-add reseller	☐ Other: _____

3. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

☒ **All States**	☐ Kentucky	☐ North Dakota
☐ Arizona	☐ Louisiana	☐ Ohio
☐ Arkansas	☐ Maine	☐ Oklahoma
☐ Alabama	☐ Maryland	☐ Oregon
☐ Alaska	☐ Massachusetts	☐ Pennsylvania
☐ California	☐ Michigan	☐ Rhode Island
☐ Colorado	☐ Minnesota	☐ South Carolina
☐ Connecticut	☐ Mississippi	☐ South Dakota
☐ Delaware	☐ Missouri	☐ Tennessee
☐ District of Columbia	☐ Montana	☐ Texas - see below also
☐ Florida	☐ Nebraska	☐ Utah
☐ Georgia	☐ Nevada	☐ Vermont
☐ Hawaii	☐ New Hampshire	☐ Virginia
☐ Idaho	☐ New Jersey	☐ Washington
☐ Illinois	☐ New Mexico	☐ West Virginia
☐ Indiana	☐ New York	☐ Wisconsin
☐ Iowa	☐ North Carolina	☐ Wyoming
☐ Kansas		

☐ **All U.S. Territories**	☐ Guam	☐ Puerto Rico
☐ American Samoa	☐ Midway Islands	☐ U.S. Virgin Islands
☐ Fed. States of Micronesia	☐ Northern Mariana Islands	

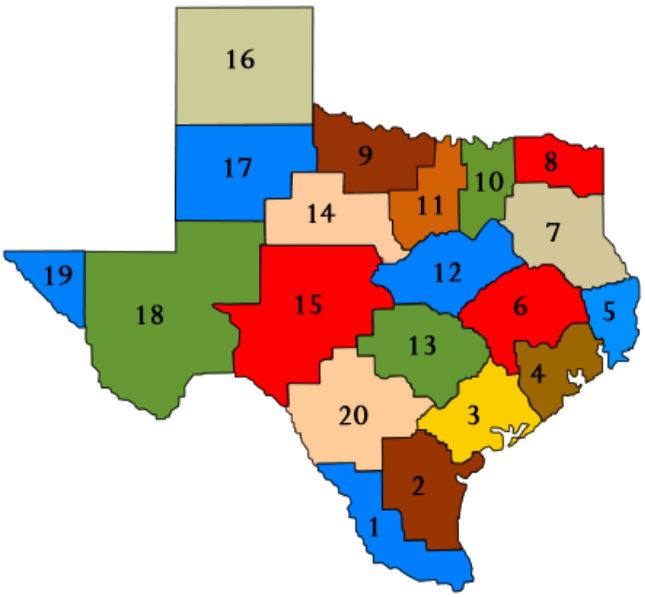
USMCA

☐ Canada	☐ Mexico

Texas Education Service Center Area (see map next page)

☒ **All ESCs**	☐ ESC 7	☐ ESC 14
☐ ESC 1	☐ ESC 8	☐ ESC 15
☐ ESC 2	☐ ESC 9	☐ ESC 16
☐ ESC 3	☐ ESC 10	☐ ESC 17
☐ ESC 4	☐ ESC 11	☐ ESC 18
☐ ESC 5	☐ ESC 12	☐ ESC 19
☐ ESC 6	☐ ESC 13	☐ ESC 20

Texas Education Service Center Areas Reference Map



Special Noticing Requirements of Other States

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at https://www.usa.gov/state-tribal-governments.

4. Company Profile. Provide:

a) Official company registered name: Proforce Marketing, Inc. dba Proforce Law Enforcement

b) Company's Dun & Bradstreet number and rating: 16-324-2196

c) Company's federal tax identification number (EIN): 86-1022874

d) Number of years company has been in the business described in this solicitation: 20

e) Organization chart. Available upon request.

f) Total number of full-time employees: 33

g) Corporate office location: 2625 Stearman Rd., Ste. A Prescott, AZ 86301

h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:
Retail Stores located at Prescott, AZ location and in Brea, CA.
External sales/in-person available as needed in the following States: Curtis Wheeler (AK, ID OR, MT, WA); Gregg McClung (CA); Jim Halstead (AZ, NM, NV); Michael Hagy (TX, OK) Ralph Salas (FL); Rick Plotke (CO, UT, WY) .

i) Description of company's relevant market and company's position within it.
Top industry tier for law enforcement equipment, firearms and ammunition.

j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:
- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
- If private, Company's audited financial statements for the latest fiscal year, if available.
- Company's failure to provide financial information may impact a potential contract award.

k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website.

5. **References** – **Required**
Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: Rick VanKeuren

Company: Arizona Department of Public Safety

Address: Phoenix, AZ

Contact phone number(s): 928-210-9049

Email: rvankeuren@azdps.gov

Approximate revenue, last three (3) years: Over $2 Million

(2) Name: Shannon Reyes

Company: Maricopa County AZ

Address: Phoenix, AZ

Contact phone number(s): 602-876-6687

Email: shannon.reyes@phoenix.gov

Approximate revenue, last three (3) years: Over $1 Million

(3) Name: Aaron Burt

Company: Sacramento Police Dept.

Address: Sacramento, CA

Contact phone number(s): 916-808-7574

Email: aburt@pd.cityofsacramento.org

Approximate revenue, last three (3) years:

(4) Name:

Company:

Address:

Contact phone number(s):

Email:

Approximate revenue, last three (3) years:

(5) Name:

Company:

Address:

Contact phone number(s):

Email:

Approximate revenue, last three (3) years:

6. Insurance - **All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.**

   a) State Vendor's insurance provider: *See attached.
   b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions.

7. Accounting
   a) Define company's standard terms of payment. *Net 30 days, unless otherwise negotiated.
   b) Discuss the invoicing options company offers and the payment terms for each.

8. Provide company drug testing policy/plan. *See attached.

9. Quality Assurance/Quality Control Program (QA/QC Plan) **If Not Applicable, initial here** X

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work.

The Plan shall:

a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.

b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.

c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

10. Marketing Plan - **All contracts require a marketing plan** *Marketing plan available upon request. Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

11. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here** X

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Vendors must include the following information in their responses:

a) Has a corporate officer been assigned to the program? ☐Yes ☐No

b) Does the corporate officer understand his role in providing the resources necessary for the program? ☐Yes ☐No

c) Does corporate understand the need for prompt payment of subcontractors? ☐Yes ☐No

d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? ☐Yes ☐No

e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? ☐Yes ☐No

f) Has the company committed the people long-term to this program for continuity? ☐Yes ☐No

g) Does corporate acknowledge PCA's Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? ☐Yes ☐No

12. Warranty Information, if Applicable **If Not Applicable, initial here** ____

a) Length of standard warranty on parts/equipment/materials Manufacturere Warranties Included

b) Length of standard warranty on installation/service N/A

c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No X Yes _____

If so, the extended warrantee maintenance contract must be submitted as a separate line item.

d) Is warranty coverage dependent on any specific requirements? No _____ Yes _____
If yes, explain.

e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? Proforce facilitates warranty replacement

f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes X No_____
If so, provide a description. Per manufacturers.

13. ISO Certification - **If "Yes" Vendor must provide a copy of the ISO certification letter(s).**

Vendor is ISO certified: ☐Yes ☒No

14. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or **certificate(s) for Due Diligence requirements.**

Vendor is certified: ☐Yes ☒No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. *See TEX. GOV'T. CODE, Chapter 2161.*

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: _____%

15. CMMC **If Not Applicable, initial here** N/A

Provide a copy of the Cybersecurity Maturity Model Certification (CMMC), if applicable.

16. Awards/Certificates/Licenses

a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.

b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.

c) List company and staff certifications and licenses that may be brought to this cooperative program.

17. Company Delivery Policy. State fully your delivery terms and conditions, including:

a) Minimum order for free delivery
b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
c) Delivery time and fill rate
d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses *(2 C.F.R. § 200.321)*

18. Freight, Deliver, Inspection & Acceptance, if applicable. **If Not Applicable, initial here** X

19. Provide company safety plan, if applicable. **If Not Applicable, initial here** X

20. Provide Subcontracting Plan, if applicable. **If Not Applicable, initial here** X

21. Provide Safe and Secure Plan, if applicable. **If Not Applicable, initial here** X

22. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE ☐ Check here, if none

NASPO, TX BuyBoard

23. Company Contact Information. **Vendor must keep the following information up-to-date.**

If awarded a contract, please supply a person to contact when answers to administrative questions are required. E-mail pcamerica@pcamerica.org with changes as they occur.

ADMINISTRATIVE SUPPORT SERVICES – Please supply the contact who will be responsible for Monthly reporting, payment of admin fees, website updates, etc.:

Contact Person: Karen M. Berggren Title: Contract Specialist

Company: Proforce Marketing, Inc. dba Proforce Law Enforcement

Address: 2625 Stearman Rd., Ste. A

City: Prescott State: AZ Zip Code: 86301

Phone: 928-776-7192 Cell: N/A

E-mail: sales@proforceonline.com

SALES AND MARKETING CONTACT PERSON – Please supply a contact who can assist with sales and marketing questions, fees & monthly report questions, member lists, etc.:

Contact Person: Andrew Dargue Title: Marketin Lead

Company: Internal

Address: Same as above.

City: State: Zip Code:

Phone: Cell:

E-mail:

24. If awarded a contract, an award packet will be mailed to facilitate a "kick-off" orientation either by meeting at the PCA office, online meeting, or by phone conference. This contact will be responsible for receiving the award packet and if necessary, distributing the content to those who will need the information provided. The contact person will receive email information regarding setting up orientation dates and times and will make sure PCA has the names, email addresses, phone numbers for those who will attend the orientation(s). Provide contact information for the person who will receive the award packet:

Printed Name of Person to Contact: Mark Salazar

Address: 2625 Stearman Rd., Ste. A

Prescott, AZ 86301

Phone #: 928-776-7192 **Email:** sales@proforceonline.com

Tab 5 - SCOPE AND SPECIFICATIONS

It is the intent of Awarding Agency and Purchasing Cooperative of America to establish a one-year contract with four subsequent automatic annual renewal(s) for one or more Vendors to furnish and/or deliver Fire, Safety, Security, Surveillance, Equipment, Service and Related Items on behalf of Awarding Agency and PCA Members, meeting the selection criteria for Texas and certain other states with similar laws. Proposers are requested to submit a proposal for offering total line of available products and services that are commonly purchased by public entities.

Awarding Agency/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the requisite experience and qualifications, and meeting the compliance requirements for working with public agencies including, but not limited to, local, state and federal government agencies, hospitals, law enforcement agencies and courts, educational institutions such as K-12, public and junior college systems, universities, cities and counties, as well as some non-profit organizations such as charter schools and religious institutions.

Responders may offer their products and services in any one or more of the following categories:

- Security Products
- Security Systems
- Video Surveillance Systems
- Cyber Security

National Institute of Governmental Purchasing (NIGP) Codes including, but not limited to:

257 Defense System And Homeland Security Equipment, Weapons And Accessories
680 Police, Prison And Security Access Equipment And Supplies
680 02 Access Control Systems and Security Systems
680 87 Surveillance Cameras and Counter-surveillance Equipment and Supplies
990 Security, Fire, Safety, And Emergency Services (Including Disaster Document Recovery)
990 05 Alarm Services
990 22 Card Access Security Services
990 25 Crime Prevention Services
990 33 Drug Detection Services (Including Use of Drug Sniffing Dogs)
990 36 Emergency Facility Support Management
990 39 Emergency Systems Monitoring Service to include Alarms and Operational Readiness Reporting
990 42 Fire and Safety Services
990 46 Guard and Security Services
990 48 Identity Theft Protection and Data Security Services
990 49 Incident Management Response Services
990 50 Installation of Security and Alarm Equipment
990 52 Investigative Services
990 60 Monitoring Services, Disaster Debris and Recovery
990 67 Patrol Services
990 79 Sanitizing and Disinfecting Services, Security, Fire, Safety and Emergency
990 80 Surveillance Services

Ability to Provide the Required Product(s) and/or Perform the Required Service(s)

Provide the following information in this Tab, under this heading:

- Detail any and all skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with PCA Members.
- Confirm that the proposed products/services meet or exceed the specifications detailed in the solicitation and the proposed pricing complies with state and local requirements.
- Briefly describe Vendor's variety of products and services Vendor is offering to PCA Members through this solicitation including providing options and capabilities for corrective measures.
- Manufacturer's Representative: Vendors must be approved by the manufacturer to sell and/or install the brand of products submitted. Vendors must be able to submit an approval letter from each manufacture with their proposal to the PCA member. Manufacturer authorization letters must include the regions the Vendor is authorized (licensed) to sell their product.

  It is the responsibility of the dealers or distributors submitting a response to this RFP for products listed herein (or as a manufacturer's representative) to include with their proposal:
  (1) documented evidence from or between the Vendor and the manufacturer certifying that the dealers or distributor is a bona fide manufacturer's agent for the specific products or services proposed;
  (2) evidence that the Vendor is qualified and experienced to assess existing conditions.
  (3) develop and submit manufacturer acceptable solutions for the product lines offered; and
  (4) evidence that the Vendor has a good track record with the product.

- The Vendor shall provide training on equipment operation and servicing to the PCA Member.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

These contracts will enable PCA Members to purchase on an "as needed" basis from competitively awarded contracts with high performance Vendors. Responders are requested to submit a proposal offering their total line of available products and services commonly purchased by government agencies, educational institutions and non-profit organizations. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business in regard to the request of this solicitation.

Responses can be made for any or all services and products listed, but not limited to, in this Scope section; and also, those applicable "Value Add" products and services which must include pricing to be considered for award.

PCA solicitations stress the importance of including 'Value Add' items to the vendor's offering of products/services to emphasize the concept of "best value" other than "low price". 'Value Add' components may include:

(1) Providing expert advice/consultation.
(2) Bundling and packaging desirable packages, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
(3) Service levels to differentiate yourself not only by providing a higher level of service but by adding different levels of service based upon someone's size, frequency or amount of purchase. For example, you may want to have gold or platinum or silver levels of service that people qualify for, are willing to pay for, and receive when they do business with you.
(4) Frequent buyer programs.
(5) Transition and education teams to help them to be better able to utilize the products or services that you sell them.

(6) Recognition and reward levels to clients or customers based upon their ability to utilize your product/service, maximize its potential, buy certain levels from you, etc.
(7) Training.
(8) Dedicated personnel to handle your customer's accounts personally.
(9) Free or reduced-price delivery and/or set up charges.
(10) Related components or parts or services.
(11) Products/services that are adjunct to the contract.
(12) If applicable, installation service.

The Vendor must be willing, able and have the capacity to manufacture or obtain and deliver all supplies, materials and equipment necessary to meet the individual member's needs. PCA is seeking Vendor(s) who can provide a range of products and services to meet the individual member's needs. All products and services offered in response to this RFP must meet Member's specifications and be performed in strict accordance with federal, state, local and industry standards.

In association with services, Vendor shall prepare notifications, certifications or any other documents that are required by applicable laws and shall also distribute and retain in its records copies of all such documents as required by applicable laws.

Vendor shall provide general instructional services at no added cost to PCA Members with respect to the covered services. If requested to do so, Vendor shall assist Member to select age appropriate materials and advise Member of the safe use of materials selected.

As necessary, supply MSDS information for chemicals and paint, etc.

Information within the RFP response will enable the evaluation committee to determine qualified Vendors that can provide PCA Members with best value for the requested products and services. Vendor shall, at the request of any Member institution, perform covered services under the terms of this agreement.

SPECIFICATIONS

Description of Products/Services

The Vendor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to provide Fire, Safety, Security, Surveillance, Equipment, Service and Related Items for purchase.

Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Describe product(s) and/or service(s) Vendor is proposing to provide PCA Members. Provide a matrix that will allow PCA to readily compare the Vendor's products and/or services offering with other Vendors' products and services, if available.

Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Proposers are requested to offer their line of available products and services that are commonly purchased by governmental entities and educational institutions. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business.

Product Information

Provide the following information that will be used to determine if the Vendor is awarded a contract:

- If your product is deemed defective, state the replacement process and turnaround time.

- State whether your company provides a quality guarantee on its products/services. If so, provide a description.
- State the Vendor's insurance provider(s) and level(s) of coverage if considered.

Proposers are to propose the broadest possible selection of Fire, Safety, Security, Surveillance, Equipment, Service and Related Items they offer. The intent of this solicitation is to provide PCA Members with a comprehensive offering of products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the products and services as defined in this RFP, including but not limited to:

a) Electrical Products: A complete and comprehensive offering of electrical supplies such as conduit, wire, electrical boxes, electrical fittings, electrical fasteners and hardware, surge and power protection, enclosures, fuses, power distribution equipment, control devices and all other related electrical materials offered by Proposer.
b) Lighting Products: A complete and comprehensive offering of lighting products such as lamps, ballasts, fixtures, controls, LEDs, athletic field lighting, highway lighting and all other related lighting products offered by Proposer.
c) Data Communications, Networking and Wireless Products: A complete and comprehensive offering of data communication, networking and wireless supplies such as modems, routers, network modules, network switches, PoE, repeaters, media converters, copper/fiber cabling, connectivity and termination products, power backup and power protection products, racks, cabinets and enclosures, raceway and wire-way and all other related data communications, networking and wireless products offered by Proposer.
d) Security Products: A complete and comprehensive offering of security products such as access control products, security and CCTV cameras, sound systems, strobe and warning lights, monitoring, entrance protection, security sensors and contacts and all other related security products offered by Proposer.
e) Related Products and Services: Any related products as well as services such as assessment, repair, renovation, installation, testing, inventory, training and other related services that may be offered by Proposer.

Capacity and Scalability - The IP Security Camera solution should be capable of handling at a minimum of 20 or more cameras on each location. The solution should have the capability of adding or deleting cameras as deemed necessary by PCA Member.

A) Indoor and Outdoor Camera: All outdoor cameras should be vandal proof, weather proof and anti-vibration. All indoor and outdoor cameras should have the following specifications at a minimum:
    - Full High Definition (FHD) 5Mp
    - IP66 Rating to protect against dust and environmental elements
    - IK10 rating for vandal resistant housing
    - Infrared Illumination for night visibility
    - Defocus Detection
    - View DR (120dB) for areas that have lighting differences
    - Capability to produce 30 FPS or more / 2048x1536 Res.
    - Image stabilizing to reduce blurring
    - Day/Night capability
    - RJ45 Connectivity (Cat 65)
    - Power Over Ethernet (PoE)
    - 5-megapixel resolution
    - Must have tamper detection
    - Must have motion detection
    - Capability to record audio
    - SD Card Slot Q. Simple wall penetration for installation inside/outside

Video Management System - The proposed solution should describe the administration/management interface that will be used. Systems should demonstrate their ease to use, that have the option to integrate

with Active Directory, have an HTML client, have the ability to record on alarm, supports video aging, and have the option to search by thumbnails.

Additionally the system must be able to do the following:

1. Provide multiple levels of administrators that will have varying roles in the system.
2. Provide email notification of critical system events.
3. Has the capability to store 36TB or more.
4. Has the capability to provide video monitors.
5. Has the capability to view live video and review historical video up to 1 month.

Support and Maintenance - The vendor should provide a detailed description of standard and extended support, maintenance, and the average response time for a support request.

Provide any supplementary information or an appendix Vendor desires to use that clarifies this information.

Description of 'Value Add' Product(s) and/or Service(s)

Vendor should describe any items Vendor can offer of value to enhance contract opportunities. Vendor must demonstrate a successful track record in the provision of these products.

Vendor shall include with their response to this solicitation, the detailed specifications and pricing for each item and service listed as a 'Value Add' item.

Include any additional information Vendor believes PCA should have when making its decision concerning contract award(s), if any. Detail any 'Value Add' options offered by Vendor; if 'Value Add' options are best described in a line item format, add 'Value Add' items to the designated area at the end of the line item list and clearly identify "Value Add" products and services offered. Failure to include applicable specifications may result in 'Value Add' items not being considered for or included in an awarded contract.

Description of Experience

Vendor must show a minimum of two (2) years' experience in the required capabilities requested under this solicitation. Vendor may subcontract with other firms to fulfill requirements for those areas being sought.

Provide the company's capabilities (as applicable) for each of the areas being sought listing certifications where appropriate.

NOTE: Experience can include capabilities and experience of officers of corporation to satisfy the minimum.

Catalogs and Catalog Program, If Applicable

Catalogs should contain a brief description of the product, catalog number, year, edition number, unit price, packaging and manufacturer. In addition, the catalog should include all pertinent information for contact and for placing orders, *i.e*., phone number, fax number, e-mail, web page, etc.

The supplier shall keep PCA aware of any catalog changes that take place due to manufacturer changes (adding/subtracting items). As catalog changes and new manufacturing brands are added or deleted, they may become part of the catalog discount program. You may provide the link to your catalog, if available online, and/or attach current catalog in your submittal.

All catalog items should have a percent of discount off manufacturers suggested pricing available to the public.

Vendor shall provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other form that:

- Is regularly maintained by a manufacturer or contractor, and
- Is either published or otherwise available for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

Warranty/Guarantee

All products purchased under this solicitation shall be **NEW** and free from defects unless rehabilitation of existing product is authorized by PCA Member and is considered part of Vendor's standard of care.

Bonding Requirements, if Applicable **If Not Applicable, initial here ____**

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond. Companies should provide documentation (letters) for their maximum use under this contract. Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list bond rate. The actual cost of the bond will be a pass-through to the PCA Member and added to the Purchase Order. All bonds must be reconciled at the end of the project.

Safety Plan, If Applicable **If Not Applicable, initial here ____**

Vendor must submit a safety plan, and, if required or necessary, Vendor shall submit an updated, detailed safety plan within 14 business days of award and prior to commencement of any work. The plan should specifically address how the Vendor will implement the plan with subcontractors, including OSHA compliance, environmental compliance, drug testing, trend analysis, and noncompliance corrective action; whether a safety officer will interact with the PCA Member's staff; and the management of safety and environmental issues while working in occupied areas.

Subcontracting Plan, If Applicable **If Not Applicable, initial here ____**

Vendors shall submit a subcontracting plan, and, if required or necessary, Vendor(s) shall submit an updated subcontracting plan within 14 calendar days of award and prior to commencement of any work. Vendor(s) must pre-qualify their subcontractors. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the RFP, include a subcontractor's log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how Vendor will implement his safety plan with subcontractors. (Vendor may reference its safety plan). The subcontractors will be held to the same standards as Vendor, and Vendor shall be responsible for the supervision of all subcontractors. The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how Vendor will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term Job Orders. The plan must detail how Vendor will make subcontractors aware of the requirements of the RFP, including regarding safe and secure schools, prior to starting projects.

Vendor is responsible under this contract for the actions all their subcontractors and for the quality of the work performed.

Safe and Secure Schools Plan, If Applicable **If Not Applicable, initial here ____**

It is the policy of PCA to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- No drugs, alcohol, or tobacco on PCA or PCA Members' property. All Awarded Agency and most PCA Members' property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on PCA Members' property or building. If Vendor has a drug testing policy, attach a copy of the policy.
- No weapons on school grounds with the exception of normal tools used in construction.
- Convicted child and sex offenders may not work on school grounds.

Environmental Initiatives **If Not Applicable, initial here ____**

Awarded Agency/PCA is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

Awarding Agency/PCA Reservations

PCA reserves the right to:

- Cancel this solicitation in whole or in part, at the sole discretion of PCA.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarded Agency/PCA and/or PCA Members.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality with the Member.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in PCA sole discretion.
- In auditing projects completed by the Vendor, PCA reserves the right to make all decisions regarding this RFP, including, without limitation the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Remove, for any reason, Vendor personnel working under this contract.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation. Vendor is required to respond to all requests identified in this RFP and indicate acceptance or objection to the terms of the solicitation and the Contract Terms and Conditions. Any exceptions to the terms in the RFP or the Contract Terms and Conditions must be clearly indicated in Vendor's proposal. Deviations or exceptions stipulated in Vendor's response may result in disqualification. Any language to the effect that Vendor does not consider this solicitation to be part of a contractual obligation may result in Vendor's proposal being disqualified.

By submitting a proposal, Vendor represents that they have read and understands the solicitation and the Contract.

No equipment or products shall be delivered until a written Purchase Order from PCA Member is received by the Vendor. Any work performed under a Purchase Order before Vendor's receipt of the written Purchase Order *is at the Vendor's risk*.

Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of Vendor and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

Freight, Delivery, Inspection & Acceptance

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during PCA Member's Regular Hours.

After a contract has been awarded, Vendor shall deliver the conforming products or services procured under this Contract to PCA Member within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from PCA Member for the delayed delivery.

If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, PCA Member may procure its needs from alternative sources without penalty.

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST RFP #337-21 (PCA)

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 1/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP
AIMPOINT	Equipment	Unlimited	20.00%
AGUILA	Ammunition	Unlimited	20.00%
AMERIGLO	Equipment	Unlimited	1.00%
ANGEL ARMOR	Equipment	Unlimited	23.00%
ATN Corp.	Equipment	Unlimited	6-15%
BERETTA (BTA) & BENELLI	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1.00%
BIANCHI (BIA)	Equipment	SEE SAFARILAND	30.00%
BLACKHAWK	Equipment	Unlimited	39.00%
BURRIS	Equipment	Unlimited	1.00%
COLT (CLT)	Firearms	Unlimited	14.00%
CZ	Firearms	Unlimited	1.00%
DANIEL DEFENSE	Firearms	Unlimited	1.00%
DEF TECH	Equipment	SEE SAFARILAND	10.00%
EOTECH	Equipment	Unlimited	11.00%
FN USA (FNM)	Firearms	Unlimited	1.00%
GLOCK	Firearms	AZ, CA, CO, NM, NV, UT, WY	10.00%
HECKLER & KOCH	Firearms	Unlimited	1.00%
HOLOSUN	Equipment	Unlimited	1.00%
KIMBER	Firearms	Unlimited; must contact for agency pricing	17.00%
LEUPOLD	Equipment	Unlimited	23.00%
MAGPUL	Equipment	Unlimited	20.00%
MOSSBERG (MOS)	Firearms	Unlimited	26.00%
OSS	Firearms	Unlimited	8.00%
POF	Firearms	Unlimited	24.00%
RUGER	Firearms	Unlimited (Discount Territories: AZ, CA, CO, HI, ID, NM, NV, MT, OR, PR, UT, WA, WY)	25.00%
SAFARILAND (all brands)	Equipment	AZ, AK, CA, CO, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	11.00%
SIONICS	Firearms	Unlimited	15.00%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY	25.00%

SPRINGFIELD (SPG)	Firearms	Unlimited	11.00%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
SUREFIRE	Equipment	Unlimited	5-30%
TRIJICON	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10.00%
VORTEX OPTICS	Equipment	Unlimited	1.00%
WRAP TECHNOLOGIES	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	16-28%

Shipping Included. Manufacturer Warranties Included. Excludes Taxes, Where Applicable. Sales@proforceonline.com.

TAB 6 – PRICING

The PCA Administrative Fee of two percent (2%) shall be included as part of overhead cost on Delivery/Purchase Orders and Invoices and not listed as a separate line item on the delivery/purchase order.

Present the PCA discount from your published standard Price List of products and/or services (website, etc.) along with any 'Value Add' items being included that are being proposed. The Vendor shall list published pricing with discount and additional volume price break ranges, if applicable. Vendors meeting the technical requirements, PCA may conduct a market basket survey of the presented items to establish a mean median average for the whole. Vendors falling within the average range may be recommended for an awarded Awarding Agency/PCA Contract.

Best Price

Provide your company's best pricing for each category that company customarily provides. Responders may offer their products and services by category. PCA expects that Vendor's response to this submittal will be their Best Price offered all governmental, cooperative or retail customers. Provide your plan for best pricing for PCA Members. Note that additional discounts may be negotiated between Vendor and Member as long as other member agencies who meet the same criteria are offered an equal discount. The Purchase Order should reflect the additional discounts agreed upon.

Price Lists Submittals

Price Lists shall be submitted in a format that is easily understood and includes the information requested below. Provide pricing by category. Respondents must submit products, services, warranties, etc.

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Vendor and the pricing per item. Price lists must contain the following (if applicable):

- Manufacturer part number
- Vendor part number-if different from manufacturer part number
- Description
- Manufacturer's suggested list price
- Vendor's discount and net price
- Catalog items should have a percent discount off manufacturers suggested pricing and rentals should show a discount off the rental price if available to the public
- Installation, Maintenance, Service Costs
- List labor rates with discount as applicable
- Price lists shall be uploaded in Tab 6.

Vendor shall fully explain their pricing structure including:

- Core items list, if offered
- Tiered pricing based on volume, including break points, if applicable
- Variable discounts by category, if applicable
- How services are priced: training, repairs, changes/additions, etc.
- Manufacturer's certificate for your company as a Re-Seller/Installer

Online Vendors

- Outline ordering procedure
- If Vendor has a store affiliation, provide an explanation of the online-store relationship and related pricing.

Labor, if applicable

If any installation of products is to be involved, list any installation duties and cost, either hourly labor rate or standard one-time installation cost.

Delivery

PCA promotes free delivery to its Members. However, we understand that this is not realistic in all circumstances. Please state fully your delivery terms and conditions including:

- Minimum order for free delivery
- Carriers, own trucks or common carrier (FedEx, UPS, USPS, Prime, etc.)
- Delivery time and fill rate

No PCA fee will be paid on any delivery charges. If delivery charges are involved, the actual shipping costs and associated charges will be a direct pass-thru to the member.

Purchase Order Reference

All issued and approved Purchase Orders/Work Order(s) showing PCA pricing under this contract must have, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items referenced on purchase order/work order(s) and invoices(s). This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policy, and assists the PCA Member with their periodic audits.

New Product and Price Adjustment Policy

NEW PRODUCTS/SERVICES can be added to the Vendor's contract when they become available for purchase. New products/services must meet contract specification. New products/services cannot be purchased under this contract until PCA have reviewed the Vendor's request, and approved and executed a contract amendment. A written request from a person with company signature authority to amend the contract must be submitted to PCA on company letterhead, and include:

- Product/Service description
- Pricing
- Explanation (for example; new product/service or replacement for X product/service)
- Vendor contact information--in case of questions/clarification/discussion

PRICE DECREASES may be accepted for existing products/services at any time during the contract term. This contract amendment must be submitted in writing on company letterhead from a person with company signature authority. PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification. The request to amend the contract must be submitted in writing on company letterhead, and signed by a person with company signature authority. PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

PCA Purchasing Cooperative of America

February 24, 2021

Karen M. Berggren, Contract Specialist
Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce)
2625 Stearman Rd., Ste. A
Prescott, AZ 86301

Re: Purchasing Cooperative of America Contract Amendment #1
PCA OD-337-21 Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear M,

Your request to add additional products for the above-referenced PCA-Proforce Proforce contract has been approved. The approval date is the date of this letter. This product description plus the pricing discount fit the scope of the original solicitation. PCA Members will be better served by the addition of the product.

Note our new addresses, effective December 1, 2020:

Offices: 2001 Timberloch Place #500, The Woodlands, TX 77380
Administrative Fee Payments: PO Box 604, Hico, TX 76457

Contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell (713) 851-1471
Dean Zajicek, Assistant Director, cell (832) 585-6373

Yours Truly,

Elaine Nichols

Elaine Nichols, Director
Cell 713-851-1471
elaine@pcamerica.org

Attachments:
- 2-23-2021 Proforce letter requesting amendment

PROFORCE LAW ENFORCEMENT

February 23, 2021

Purchasing Cooperative of America
615 8th Street
O'Donnell, TX 79351

Re: Amendment Request, PCA OD-337-21

Dear Sir/Ma'am,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded a multi-year contract with the Purchasing Cooperative of America (PCA) to supply Agencies and other eligible PCA members with Law Enforcement firearms and equipment at discounted prices. **PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items** is effective February 1, 2021 for a period of 1 year, with 4 additional 1-year renewal options.

Proforce is requesting that this contract be amended, effective immediately, to include the following additional term:

Amend Discount Price List to include:

Manufacturer	Description	States Available	MIN % OFF MSRP
Silencer Co.	Equipment	Unlimited	1%

Thank you for your assistance.

Respectfully,

Karen M. Berggren

Digitally signed by Karen M. Berggren
Date: 2021.02.24 09:03:02 -07'00'

Karen M. Berggren
Contract Specialist

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A. • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

PCA Purchasing Cooperative of America

March 4, 2021

Karen M. Berggren, Contract Specialist
Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce)
2625 Stearman Rd., Ste. A
Prescott, AZ 86301

Re: Purchasing Cooperative of America Contract Amendment #1
PCA OD-337-21 Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Berggren,

The request per the enclosed letter to pay a 1% PCA Administrative Fee for Proforce sales of the following certain products has been accepted. The approval date of this contract amendment #2 is the date of this letter.

Products to include:

- Glock, Inc.
- Wrap Technologies, Inc.
- FN Herstal
- Ultimate Training Munitions (UTM)
- Defense Technology (a Safariland company)

Contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell (713) 851-1471
Dean Zajicek, Assistant Director, cell (832) 585-6373

Yours Truly,

Elaine Nichols

Elaine Nichols, Director
Cell 713-851-1471
elaine@pcamerica.org

Attachments:

- 3-4-2021 Proforce letter requesting amendment #2

PROFORCE LAW ENFORCEMENT

March 4, 2021

Elaine Nichols, Director
Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Dear Ma'am,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with Law Enforcement firearms and equipment, effective February 1, 2021. Proforce pays a 2% administrative fee for each transaction made in accordance with this contract.

Proforce has longstanding dealer/supplier relationships will reputable manufacturers. Several of these manufacturer set Law Enforcement Agency pricing and restrict dealer margins when selling to its Agency customers. To offset Proforce's limitations on margins in these cases, it is respectfully requesting that PCA amend the subject agreement to reduce the administrative fee to 1% for sales of products from the following manufacturers: Glock, Inc.; Wrap Technologies, Inc.; FN Herstal; Ultimate Training Munitions (UTM); and Defense Technology (a Safariland company).

The requested fee reduction will allow Proforce to offer more competitive pricing on these products and continue to offer best pricing on related products or accessories sought by the same customers. This will ultimately contribute to Proforce maintaining and expanding its customer base for sales under this contract.

We appreciate your consideration of this request. Please contact the undersigned with any questions.

Respectfully,

Karen M. Berggren

Digitally signed by Karen M. Berggren
Date: 2021.03.04 07:53:30 -07'00'

Karen M. Berggren
Contract Specialist

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A. • Prescott, AZ 86301

Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

PCA Purchasing Cooperative of America

March 16, 2021

Karen M. Berggren, Contract Specialist
Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce)
2625 Stearman Rd., Ste. A
Prescott, AZ 86301

Re: Purchasing Cooperative of America Contract Amendment #3
PCA OD-337-21 Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Berggren,

The request contract amendment per the enclosed letter, adding additional product lines and deleting one product line, and the PCA Member discount has been accepted; the effective date of this contract amendment is the same date of this letter. Please reference the attached Proforce Discount Price List.

Contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell (713) 851-1471
Dean Zajicek, Assistant Director, cell (832) 585-6373

Yours Truly,

Elaine Nichols

Elaine Nichols, Director
Cell 713-851-1471
elaine@pcamerica.org

Attachments:

- 3-15-2021 Proforce letter requesting amendment #3
- PROFORCE LAW ENFORCEMENT DISCOUNT PRICE LIST PCA #OD-337-21, EFFECTIVE 3-16-21

PROFORCE LAW ENFORCEMENT

March 15, 2021

Elaine Nichols, Director
Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Third Amendment Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Dear Ma'am,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce has longstanding dealer/supplier relationships will multiple reputable manufacturers, and it establishes relationships with new partners each year. After a review of existing and new dealer agreements at the start of 2021, Proforce has updated its list of manufacturers from which it is able to offer products on PCA OD-337-21. Please see the attached document - manufacturers highlighted in green are new manufacturers for this contract, while the sole manufacturer highlighted in red will no longer be offered.

Proforce respectfully requests that PCA amend PCA OD-337-21 to include this amended list. This amendment will enhance Proforce's and PCA's ability to serve the law enforcement community through an expanded product offering.

We appreciate your consideration of this request. Please contact the undersigned with any questions.

Respectfully,

Karen M. Berggren

Digitally signed by Karen M. Berggren
Date: 2021.03.15 13:44:39 -07'00'

Karen M. Berggren
Contract Specialist

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A. • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST PCA #OD-337-21
Effective 3-16-21

Products available include all Law Enforcement designated products, per individual manufacturer.
Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
ANGEL ARMOR	Equipment	AGREEMENT TERMINATED	23%
ATN Corp. (ATN)	Equipment	Unlimited	6-15%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	SEE SAFARILAND	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	SEE SAFARILAND	10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	16-28%

Shipping Included. Manufacturer Warranties Included. Excludes Taxes, Where Applicable. Sales@proforceonline.com.
***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

October 4, 2021

Mark Salazar, VP of Sales
Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce)
2625 Stearman Rd., Ste. A
Prescott, AZ 86301

Re: Purchasing Cooperative of America Contract Amendment #4
PCA OD-337-21 Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Mr. Salazar,

The request to amend the contract referenced above, adding an additional product line with proposed PCA Member discount, has been accepted. These products fit the scope and the intent of the original solicitation and contract,

The effective date of the amendment is October 4, 2021. Please reference the attached Phokus Research Group 2021 Products and Pricing List.

Contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell (713) 851-1471
Dean Zajicek, Assistant Director, cell (832) 585-6373

Yours Truly,

Elaine Nichols

Elaine Nichols, Director
Cell 713-851-1471
elaine@pcamerica.org

Attachments:

- 9-29-2021 letter request for amendment #4
- Phokus Research Group 2021 Products and Pricing

PROFORCE LAW ENFORCEMENT

9/29/2021

Elaine Nichols, Director
Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #4 Request - PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Dear Ms. Nichols,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the above PCA contract to supply Government Agencies and other eligible PCA Members with law enforcement firearms and equipment, effective February 1, 2021. Proforce pays a 2% administrative fee for each transaction made in accordance with this contract.

Proforce proposes to add products from the additional manufacturer, Phokus Trauma kits. The attached spreadsheet shows these products and the MSRP and PCA Member pricing.

ProForce contact info:

Sales@Proforceonline.com
(800)367-5855

We appreciate your consideration of this request. Please contact the undersigned with any questions.

Sincerely,

Mark Salazar

VP of Sales

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A. • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

ProForce Law Enforcement - PCA Contract # OD-337-21

October 4, 2021 - Amendment #4

Phokus Research Group 2021 Products and Pricing

(msrp pricing subject to change without notice)

	Product Description	MSRP	PCA 5% DISCOUNT
WOUND SIMULATION PRODUCTS			
WCLB-2-BP	Wound Club with Blood Pump System	$429.00	$407.55
WC-2	Wound Cube™	$154.00	$146.30
WC-2-4	Wound Cube™ Training Pack 4 (Includes: 4x Wound Cubes, 4x Frog Gauze)	$632.00	$600.40
WCLB-2-PRO	Wound Club™ Pro Series (Includes: Carrying case with 1x WCLB-2-BP, 6 x WC, 8x FG-1)	$1,813.00	$1,722.35
BS-CL-16oz	Clear Blood Simulant, 16 Ounces	$33.00	$31.35
BS-CL-8oz	Clear Blood Simulant, 8 Ounces	$18.00	$17.10
TRAUMA KITS			
FRTK-3	First Responder Trauma Kit	$158.00	$150.10
FRTK-3Z	First Responder Trauma Kit - Zippered Version	$155.00	$147.25
LVFR-2	First Responder Low Visibility Trauma Kit	$152.00	$144.40
LVFR-2Z	First Responder Low Vis Trauma Kit - Zippered Version	$146.00	$138.70
SHTK-2	First Responder Shield Trauma Kit	$93.00	$88.35
DTK-2	Deployment Trauma Kit 2	$178.00	$169.10
DTK-2Z	DTK 2 Split Kit	$178.00	$169.10
ETK	Expedition Trauma Kit	$173.00	$164.35
AVTK	Advanced Vehicle Trauma Kit	$211.00	$200.45
SEWN POUCHES			
FB-2S-B-B	Shield Pouch (Black)	$70.00	$66.50
FB-5L-B-B	Low Vis Pouch (Black)	$80.00	$76.00
FB-5L-C-B	Low Vis Pouch (Coyote)	$80.00	$76.00
ZIPPERED VINYL POUCHES			
TKTR-D2Z	Split Kit Vinyl Zippered Pouch (No Contents)	$35.00	$33.25
TKTR-L	Low Vis Vinyl Zippered Pouch (No Contents)	$27.00	$25.65
OPTICS			
HL-1	Hoplite NVG Refocusing Cover	$128.00	$121.60
HL-2	Pair of Hoplite NVG Refocusing Covers	$239.00	$227.05
HL-RP	Hoplite 7 Pieces Replacement Parts Kit	$40.00	$38.00
SUPPLIES			
QuikClot CG-LE	QuikClot® Combat Gauze LE	$43.00	$40.85
C-A-T	C-A-T TQ, Black	$30.00	$28.50
RIGID 144B	ELEVEN 10 RIGID CAT TQ Holder, Belt Mount, Black	$40.00	$38.00
SOFTTW-B	SOF-T WIDE, Black	$30.00	$28.50

R1 7.7.21

PCA Purchasing Cooperative of America

November 18, 2021

Mr. Mark Salazar, VP of Sales
Proforce Marketing, Inc. dba Proforce Law Enforcement ('Proforce')
2625 Stearman Rd., Ste. A
Prescott, AZ 86301
Mark.Salazar@proforceonline.com
Sales@proforceonline.com

Re: Purchasing Cooperative of America Contract Amendment #5
PCA OD-337-21 Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Mr. Salazar,

PCA accepts the request for contract amendment per the enclosed letter, adding an additional product line, DJI Drones, with 0-10% discount off MSRP for PCA Members, and deleting one product line. The effective date of this contract amendment is November 18, 2021. Please reference the attached Proforce Discount Price List as a part of this amendment packet.

Contact us at the following numbers if we can be of service:

Elaine Nichols, Director, cell (713) 851-1471
Dean Zajicek, Assistant Director, cell (832) 585-6373

Yours Truly,

Elaine Nichols

Elaine Nichols, Director
Cell 713-851-1471
elaine@pcamerica.org

Attachments:

- Proforce letter requesting contract amendment
- 11-15-21 Proforce Law Enforcement Discount Price List PCA #OD-337-21

PROFORCE LAW ENFORCEMENT

DATE: 11/15/20212

Elaine Nichols, Director
Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #5 Request - PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Dear Ms. Nichols,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the above PCA contract to supply Government Agencies and other eligible PCA Members with law enforcement firearms and equipment, effective February 1, 2021. Proforce pays a 2% administrative fee for each transaction made in accordance with this contract.

Proforce proposes to add products from the additional manufacturer, DJI Drones. These products will be available on contract for 0-10% off MSRP.

Proforce contact information:

Sales@Proforceonline.com

(800)367-5855

We appreciate your consideration of this request. Please contact the undersigned with any questions.

Sincerely,

Mark Salazar

VP of Sales

PROFORCE LAW ENFORCEMENT - PCA #OD-337-21

DISCOUNT PRICE LIST

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021. Last amended 11/15/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1.00%
AIMPOINT (AIM)	Equipment	Unlimited	20.00%
AGUILA (AGU)	Ammunition	Unlimited	20.00%
AMERIGLO (AMG)	Equipment	Unlimited	1.00%
ANGEL ARMOR	Equipment	DELETED - DEALER AGREEMENT TERMINATED	23.00%
ATN Corp. (ATN)	Equipment	Unlimited	6-15%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1.00%
BERETTA (BTA)	Firearms	Unlimited	1.00%
BENELLI (BEN)	Firearms	UNLIMITED	1.00%
BIANCHI (BIA)	Equipment	SEE SAFARILAND	30.00%
BLACKHAWK (BHP)	Equipment	Unlimited	39.00%
BLADE-TECH (BLD)	Equipment	Unlimited	1.00%
BLUE GUN (BLG)	Equipment	Unlimited	1.00%
BURRIS (BRS)	Equipment	Unlimited	1.00%
COLT (CLT)	Firearms	Unlimited	14.00%
CONDOR (CON)	Equipment	Unlimited	1.00%
CZ (CZU)	Firearms	Unlimited	1.00%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1.00%
DEF TECH (DEF)	Equipment	SEE SAFARILAND	10.00%
DJI DRONES (DJI)	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11.00%
FN USA (FNM)	Firearms	Unlimited	1.00%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, FL, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1.00%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10.00%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10.00%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1.00%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1.00%
HOLOSUN (HLS)	Equipment	Unlimited	1.00%
INFORCE (INF)	Equipment	Unlimited	1.00%
KIMBER (KMB)	Firearms	Unlimited	17.00%
LEUPOLD (LEU)	Equipment	Unlimited	23.00%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1.00%
MAGPUL (MPI)	Equipment	Unlimited	20.00%
MOSSBERG (MOS)	Firearms	Unlimited	26.00%
OSS (OSS)	Firearms	Unlimited	8.00%
OTIS (OTI)	Equipment	Unlimited	1.00%
PELICAN (PEL)	Equipment	Unlimited (must get mfg shipping quote)	1.00%

PHOKUS Trauma Kits	Equipment	Unlimited	
POF (POF)	Firearms	Unlimited	24.00%
Protech Armor	Equipment	See Safariland	1.00%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1.00%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1.00%
RUGER (RUG)	Firearms	Unlimited	25.00%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, ID, MT, NM, NV, OR, OK, TX, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, OK, TX, UT, WA, WY	11.00%
SILENCERCO (SCO)	Firearms	Unlimited	1.00%
SIONICS (SNC)	Firearms	Unlimited	15.00%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, FL, HI, ID, OR, OK, NM, NV, TX, UT, WY	25.00%
SPETZGEAR (SPZ)	Equipment	Unlimited	1.00%
SPRINGFIELD (SPG)	Firearms	Unlimited	11.00%
STACCATO (STI)	Firearms	Unlimited	1.00%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1.00%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1.00%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10.00%
UNDER ARMOUR (UND)	Equipment	Unlimited	1.00%
US PEACEKEEPER (USB)	Equipment	Unlimited (must get shipping quote)	1.00%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1.00%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	16-28%

Shipping Included. Manufacturer Warranties Included. Excludes Taxes, Where Applicable. Sales@proforceonline.com.

PCA Purchasing Cooperative of America

June 24, 2022

PROFORCE LAW ENFORCEMENT
Ms. Amanda Cronkhite, Contract Specialist
2625 Stearman Road, Suite A
Prescott, AZ 86301
sales@proforceonline.com

Subject: PCA Contract Amendment #6
PCA OD-337-21 Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite,

PCA accepts the request to amend contract PCA OD-337-21. The accompanying price list goes into effect on June 24, 2022 for PCA Members. Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

I welcome you to contact me on my cell 713-851-1471 or by email at elaine@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments: Letter requesting contract amendment #6
6/24/22 PROFORCE Price List

PROFORCE LAW ENFORCEMENT

June 23rd, 2022

Purchasing Cooperative of America
615 8th Street
O'Donnell, TX 79351

Re: Amendment Request, PCA OD-337-21

To Whom It May Concern:

Proforce Marketing, Inc. would like to add Florida as one of the available states for the manufacturer Safariland. If you have any questions please reach out to me directly.

Thank you

Amanda Cronkhite
Contract Specialist
928-776-7192
sales@proforceonline.com

PROFORCE Contract PCA OD-337-21 Price List Effective 6/24/22

PROFORCE LAW EN+A1:F53FORCEMENT - DISCOUNT PRICE LIST RFP #337-21 (PCA)

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
ATN Corp. (ATN)	Equipment	Unlimited	6-15%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	SEE SAFARILAND	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	SEE SAFARILAND	10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%

OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping Included. Manufacturer Warranties Included. Excludes Taxes, Where Applicable.

***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

August 11, 2022

PROFORCE LAW ENFORCEMENT
Ms. Amanda Cronkhite, Contract Specialist
2625 Stearman Road, Suite A
Prescott, AZ 86301
928-776-7192
sales@proforceonline.com

Subject: PCA OD-337-21 Contract Amendment #7
Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite,

PCA accepts the request to amend contract PCA OD-337-21 to add the vendor, L3 Harris (L3H) and accompanying pricing goes into effect August 11, 2022 for PCA Members. Proforce is authorized to sell to public sector agencies only in the states listed with the manufacturer, per dealer agreements.

I welcome you to contact me on my cell 713-851-1471 or by email at elaine@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments: Letter requesting contract amendment #7
8/11/22 PROFORCE Price List

PROFORCE LAW ENFORCEMENT

August 11th, 2021

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #7 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to add products from the additional manufacturer, L3 Harris. These products will be available on contract for 1-10% off MSRP.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST
PCA OD-337-21 Amendment #7 Effective 8-11-22

Products available include all Law Enforcement designated products, per individual manufacturer.
Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	SEE SAFARILAND	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	SEE SAFARILAND	10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST
PCA OD-337-21 Amendment #7 Effective 8-11-22

Products available include all Law Enforcement designated products, per individual manufacturer.
Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements.

Manufacturer	Description	States Available	MIN % OFF MSRP*
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping Included. Manufacturer Warranties Included. Excludes Taxes, Where Applicable. Sales@proforceonline.com.
***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

October 26, 2022

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #8
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to add new manufacturer, Axon, to your list of products with a 1% to 5% range on the PCA discount. This is within the scope of the original RFP.

Also included are Manufacturer Authorized Dealer letters from:
L3Harris for ROTECH products
Wrap Technologies for BolaWrap 150 products
SilencerCo products

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,

Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:
Proforce letter requesting addendum
Proforce Price List PCA
Taser Manufacturer, Axon, contract for ProForce which authorizes ProForce as a re-seller
L3Harris, Wrap Technologies, & SilencerCo Manufacturer Authorized Dealer letters

PROFORCE LAW ENFORCEMENT

October 26th, 2022

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #8 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to add products from the additional manufacturer, Axon. These products will be available on contract for 1-5% off MSRP.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST PCA OD-337-21

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	SEE SAFARILAND	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	SEE SAFARILAND	10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping Included. Manufacturer Warranties Included. Excludes Taxes, Where Applicable. Sales@proforceonline.com.

***MSRP or similar pricing identified by manufacturer at time of order.**

DocuSign Envelope ID: 1967C208-4358-4F37-9F8B-C14FD5FBD27E

AXON

SIXTH AMENDMENT TO THE NON-EXCLUSIVE LAW ENFORCEMENT DISTRIBUTOR AGREEMENT FOR THE U.S.

Axon Enterprise, Inc.
Sixth Amendment to the Non-Exclusive Law Enforcement Distributor Agreement

This Sixth Amendment to the Non-Exclusive Law Enforcement Distributor Agreement (**"Sixth Amendment"**) is between Axon Enterprise, Inc. (**"Axon"**) and ProForce Marketing, Inc. d/b/a ProForce Law Enforcement (**"Distributor"**). This Fifth Amendment is effective as of the last date of signature on this Fifth Amendment (**"Effective Date"**).

Recitals

Axon and Distributor entered into a Non-Exclusive Law Enforcement Distributor Agreement, dated as of January 1, 2015 (**"Distributor Agreement"**);

Pursuant to the First Amendment to the Non-Exclusive Law Enforcement Distributor Agreement dated September 20, 2016 (**"First Amendment"**), Axon and Distributor amended the Distributor Agreement to expand the Products (as defined in the First Amendment);

Pursuant to the Second Amendment to the Non-Exclusive Law Enforcement Distributor Agreement dated December 21, 2016 (**"Second Amendment"**), Axon and Distributor amended the Distributor Agreement to extend the term and amend the Territory;

Pursuant to the Third Amendment to Non-Exclusive Law Enforcement Distributor Agreement dated June 27, 2017 (**"Third Amendment"**), Axon and Distributor amended the Distributor Agreement to amend the Territory and Axon direct customers, among other items;

Pursuant to the Fourth Amendment to Non-Exclusive Law Enforcement Distributor Agreement dated June 12, 2018 (**"Fourth Amendment"**), Axon and Distributor amended the Term, Territory, and Axon direct customers, among other items; and

Pursuant to the Fifth Amendment to Non-Exclusive Law Enforcement Distributor Agreement dated June 12, 2018 (**Fifith Amendment"**), Axon and Distributor amended the Term, Territory, and Axon direct customers, among other items; and

Axon and Distributor now intend to further modify and amend the Agreement to extend the term and amend the price list.

The parties therefore agree as follows:

1. This Agreement is extended for an additional one-year period, to expire 04 October 2023.
2. Exhibit D to the Agreement is hereby amended and restated in its entirety with the attached Exhibit D which is effective for the remainder of year 2022. Axon will provide an updated pricing for year 2023 at a later date.
3. Except as expressly amended in accordance with the provisions of this Sixth Amendment, all other terms and conditions set forth in the Agreement will remain in full force and effect and continue to bind the parties.

Signatures Follow on the Next Page.

AXON

SIXTH AMENDMENT TO THE NON-EXCLUSIVE LAW ENFORCEMENT DISTRIBUTOR AGREEMENT FOR THE U.S.

Each representative identified below declares that the representative is authorized to execute this Fifth Amendment as of the date of signature.

ProForce Marketing, Inc. d/b/a ProForce Law Enforcement

By: _____

Printed Name: Dan Rooney

Title: PRESIDENT

Date: 10-7-2022

Axon Enterprise, Inc.

By: DocuSigned by: _____

Printed Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 10/4/2022 | 1:07 PM MST



EOTech
1201 E. Ellsworth Road
Ann Arbor, MI 48108-2420
Tel: (734) 741-8868
www.L-3com.com/eotech

To whom it may concern,

This letter is to certify that ProForce Law Enforcement is a current, qualified law enforcement distributor for EOTECH products.

Please feel free to contact me if you have any questions.

Mark Cockman

Western US LE Sales Manager

COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES

EOTECH | VUDU | L3 FIELD VISION

t+1 208-264-0503 / m+1 801-833-4200

L3Harris.com / mark.cockman@L3Harris.com

1201 E. Ellsworth Rd, Ann Arbor, MI 48108

www.eotechinc.com

1817 West 4th Street, Tempe, Arizona 85281 • Phone: +1.602.451.8597 • Fax: +1.775.719.5370 • Nasdaq: WRTC\

July 1st, 2022

Please accept this letter as confirmation that Wrap Technologies is the Sole Source Manufacturer of non-lethal BolaWrap 150 products and ProForce Law Enforcement is our Sole Source Distributor for the States of AK, AZ, CA, OR, WA, ID, UT, CO, NM, NV, MT, TX, WY, OK and FL.

ProForce Law Enforcement
2625 Stearman Road, Suite A
Prescott, AZ 86301
Phone: 800-367-5855
Contact: Dan Rooney
dan.rooney@proforceonline.com

Wrap Technologies manufactures and sells various Wrap® brand products, including BolaWrap 150, cassettes, accessories, and other law enforcement products.

The BolaWrap 150 is a remote restraint device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. No other manufacturers make a remote restraint device comparable to this device.

All of our products are patented and manufactured in the United States.

Patents: US10,036,615
US10,107,599
US820,940
US822,785
WO2018/009255 (and all national entries/validations based thereon)

BolaWrap and Wrap Technologies are trademarks of Wrap Technologies, Inc., and BolaWrap® is a registered trademark of Wrap Technologies, Inc. registered in the U.S. and filed in certain foreign jurisdictions.

Please contact me below if you have further questions or need additional assistance with your sole source paperwork.

Sincerely,

Stacie Sundberg
Director, Sales Operations
Wrap Technologies, Inc.
1817 W 4th Street
Tempe, AZ 85281
Ssundberg@wrap.com
Phone: 602-451-8597

©2019 Wrap Technologies, Inc. | wraptechnologies.com

STANDARD LIMITED WARRANTY

WRAP TECHNOLOGIES, INC. EXPRESS LIMITED WARRANTY AND RELEASE

FOR LAW ENFORCEMENT PRODUCTS AND ACCESSORIES

The following WRAP TECHNOLOGIES, INC. (WRAP) warranty provisions are applicable on all sales or transfers of WRAP Law Enforcement Products and Accessories.

The term "User" means any purchaser, transferee, possessor, or user of WRAP law enforcement products and accessories. BY USING THE WRAP PRODUCT, YOU ARE AGREEING TO BE BOUND BY THESE WARRANTY AND RELEASE TERMS.

Manufacturer's Limited Warranty

WRAP warrants that its Law Enforcement Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt.

BolaWrap 150 Cassettes that are expended are deemed to have operated properly. All WRAP manufactured accessories are covered by a limited one (1) year warranty from date of delivery. Non-WRAP manufactured accessories are covered by such manufacturer's warranty.

If any country or state imposes a longer express warranty term, then the country or state's term will be effective.

This is a LIMITED WARRANTY and is the sole and exclusive warranty of this product by WRAP. This LIMITED WARRANTY applies only where the product has been properly stored and maintained, has been used in accordance with agency and WRAP instructions, and has not been subject to misuse, intentional or deliberate damage or negligence. WRAP's sole responsibility under this warranty is (at its election) to repair or replace with the same or like product or to issue a pro-rated purchase price credit for such product.

WRAP MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ANY WARRANTY AGAINST HIDDEN OR LATENT DEFECTS AND ANY WARRANTY AGAINST PATENT INFRINGEMENT.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. WRAP'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE

RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO ANY WRAP PRODUCT WILL NOT EXCEED THE PURCHASE PRICE PAID TO WRAP FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

These disclaimers are subject to any applicable law(s) that regulate product warranties.

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SilencerCo

SILENCERCO.COM
801.417.5384 OFFICE
801.417.5002 FAX
5511 SOUTH 6055 WEST, WEST VALLEY CITY, UT 84118

DATE: October 27, 2022
Ryan Johnson
LE/MIL Sales Manager
563-271-7706
SilencerCo, LLC
5511 S. 6055 W.
West Valley City, UT 84118

To Whom It May Concern:

May this letter serve as notice that ProForce Law Enforcement, located in Prescott, AZ is an authorized Law Enforcement Dealer for SilencerCo. They are authorized to sell, support, and demonstrate the capabilities of our products.

If you have any concenrs in regards to this matter please feel free to reach out to me directly.

Kind Regards,

Ryan Johnson
LE/INTL Sales Manager
SilencerCo
+1 (563) 271-7706
Ryan.Johnson@SilencerCo.com

PCA Purchasing Cooperative of America

February 20, 2023

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #9
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to add new manufacturer, Pepperball, to your list of products with a 2% to 18% range on the PCA discount. This is within the scope of the original RFP.

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,

Dean C. Zajicek

Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:
Proforce letter requesting addendum
ProForce Discount Price List with the Territories they are allowed to sell in
Pepperball Manufacturer Authorized Dealer letters

PCA Purchasing Cooperative of America

February 20, 2023

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #9
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to add new manufacturer, Pepperball, to your list of products with a 2% to 18% range on the PCA discount. This is within the scope of the original RFP.

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,

Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:
Proforce letter requesting addendum
PeoForce PCA
Pepperball Manufacturer Authorized Dealer letters

PROFORCE LAW ENFORCEMENT

February 10th, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #8 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to add products from the additional manufacturer, Pepperball. These products will be available on contract for 2-18% off MSRP.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PepperBall®

PepperBall
28101 Ballard Drive, Suite F
Lake Forest, IL 60045

February 15, 2023

ProForce Law Enforcement
Attn: Mark Salazar
2625 Stearman Rd, St. A
Prescott, AZ. 86301

To whom it may concern,

This letter confirms that ProForce Law Enforcement of Prescott, AZ is an authorized Master Distributor in good standing with access to our entire product line in 2023.

Sincerely,

Monte Scott

Monte Scott

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.
Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

March 22, 2023

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #10
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to add sales to the state of Texas for Sig Sauer. This is within the scope of the original RFP.

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,

Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:
Proforce letter requesting addendum
ProForce Discount Price List with the Territories they are allowed to sell in

March 22nd, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #10 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to add the territory of Texas for the manufacturer, Sig Sauer.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

March 22, 2023

PROFORCE LAW ENFORCEMENT
Ms. Amanda Cronkhite, Contract Specialist
2625 Stearman Road, Suite A
Prescott, AZ 86301
928-776-7192
sales@proforceonline.com

Subject: PCA OD-337-21 Contract Amendment #11
Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite,

PCA accepts the request to amend the above contract to lower the administrative fee to PCA to allow from 2% to 1% for the current Smith & Wesson purchase by the Albuquerque Police Department.

I welcome you to contact me on my cell 713-851-1471 or by email at elaine@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments: Letter requesting contract amendment #11
3-15-23 Quote # 642290

March 22nd, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #11 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce requests to lower the 2% administrative fee to PCA for Smith & Wesson purchases to 1% to allow competitive pricing for the below Albuquerque Police Department opportunity. Lowering the fee to 1% for this specific order will help the agency forgo going to bid.

Albuquerque Police Department
Quantity 600 of S&W sku 13353.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER / QUOTE

QUOTE#	PAGE
642290	1
SHIP DATE	
A.S.A.P.	

SOLD TO

CITY OF ALBUQUERQUE
ACCOUNTS PAYABLE
PO BOX 1985
ALBUQUERQUE NM 87103

SHIP TO

ALBUQUERQUE POLICE DEPARTMENT
LAW ENFORCEMENT CENTER - MAIN
400 ROMA AVE NW
ALBUQUERQUE NM 87102

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	03/15/23	010532	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
600	13353 S&W M&P9 M2.0 9MM N/S 17RD NTS ACRO	436.50	EA .00	261,900.00
100	NON-STOCK EXCHANGE QTY 100 USED SMITH AND WESSON 12660 PISTOLS, 9MM, GOOD CONDITION, 3 MAGS EACH. -5.00 FOR ANY MISSING MAGS.	245.00-	EA .00	24,500.00CR
500	NON-STOCK EXCHANGE QTY 500 NEW IN BOX S&W 12660 9MM PISTOLS WITH ALL ACCESSORIES AND 3 MAGS. -5.00 FOR ANY MISSING MAGS.	275.00-	EA .00	137,500.00CR
1	XFET THIS ITEM FET OUT	.00	EA .00	.00

IMPORTANT NOTICES:
This quotation is based on the issuance of a department purchase order and F.E.T. form.
ATF or the manufacturer may require additional

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER / QUOTE

QUOTE#	PAGE
642290	2
SHIP DATE	
A.S.A.P.	

SOLD TO

CITY OF ALBUQUERQUE
ACCOUNTS PAYABLE
PO BOX 1985
ALBUQUERQUE NM 87103

SHIP TO

ALBUQUERQUE POLICE DEPARTMENT
LAW ENFORCEMENT CENTER - MAIN
400 ROMA AVE NW
ALBUQUERQUE NM 87102

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	03/15/23	010532	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department

This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER / QUOTE	QUOTE#	PAGE
	642290	3
	SHIP DATE	
	A.S.A.P.	

SOLD TO

CITY OF ALBUQUERQUE
ACCOUNTS PAYABLE
PO BOX 1985
ALBUQUERQUE NM 87103

SHIP TO

ALBUQUERQUE POLICE DEPARTMENT
LAW ENFORCEMENT CENTER - MAIN
400 ROMA AVE NW
ALBUQUERQUE NM 87102

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	03/15/23	010532	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
IMPORTANT: To order from this quotation, please sign below.

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER / QUOTE

QUOTE#	PAGE
642290	4
SHIP DATE	
A.S.A.P.	

SOLD TO

CITY OF ALBUQUERQUE
ACCOUNTS PAYABLE
PO BOX 1985
ALBUQUERQUE NM 87103

SHIP TO

ALBUQUERQUE POLICE DEPARTMENT
LAW ENFORCEMENT CENTER - MAIN
400 ROMA AVE NW
ALBUQUERQUE NM 87102

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	03/15/23	010532	A	JIM HALSTED	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	Printed Name: _____			
	Date: _____ P.O.: _____			
	Signature: _____			

COMMENT
CTR SHR000022773 AKA PCA OD-337-21
MSRP $638.00 QUOTE REFLECTS
32% OFF MSRP

TERMS DUE NET 30 DAYS

SALES AMOUNT 99,900.00

PCA Purchasing Cooperative of America

May 17, 2023

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #12
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to add Manufacturer Rem Arms with a 27% discount for PCA Members. We also agree to reduce the Vendor fee to PCA to 1% for the sale of Rem Arms. This is within the scope of the original RFP.

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,

Dean C. Zajicek

Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:
Proforce letter requesting addendum
ProForce discount price list with the territories they are allowed to sell in
Rem Arms authorized wholesaler letter

PROFORCE LAW ENFORCEMENT

May 16th, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #12 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to add products from the additional manufacturer, Rem Arms. These products will be available on contract for 27% off MSRP. Due to Rem Arms set Law Enforcement Agency pricing and restricted dealer margins when selling to its Agency customers we are respectfully requesting that PCA amend the subject agreement to reduce the administrative fee to 1%.

The requested fee reduction will allow Proforce to offer more competitive pricing on these products and continue to offer best pricing on related products or accessories sought by the same customers. This will ultimately contribute to Proforce maintaining and expanding its customer base for sales under this contract.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
REM ARMS (RAL)	Firearms	AK, AZ, CA, CO, HI, ID, MT, NV, NM, OK, OR, TX, UT, WA, WY	27%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

***MSRP or similar pricing identified by manufacturer at time of order.**

Remington
FIREARMS

February 23, 2023

RE: RemArms LLC Authorized LE Wholesaler

To whom it may concern:

This letter is to show that Proforce Law Enforcement, with offices in Prescott AZ, are an Authorized RemArms LLC. Law Enforcement Wholesaler.

Proforce Law Enforcement is authorized to sell firearms and do direct bids in the following states:

Alaska (AK), Arizona (AZ), California (CA), Colorado (CO), Hawaii (HI), Idaho (ID), Montana (MT) Nevada (NV), New Mexico (NM), Oklahoma (OK), Oregon (OR), Texas (TX), Utah (UT), Washington (WA), Wyoming (WY)

Thank you

Todd McCoig

Todd McCoig
Director of Law Enforcement and Defense
RemArms LLC

PCA Purchasing Cooperative of America

June 6, 2023

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #13
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to change the minimum percent off MSRP for Defense Technology (Def Tech) from 10% to 1-30% off MSRP and allow the charge of shipping on orders lower than $2,700. This is within the scope of the original RFP.

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,

Dean A. Zajicek

Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:
Proforce letter requesting addendum
ProForce discount price list with the territories they are allowed to sell in

March 25th, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #13 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to change our minimum percent off MSRP for Defense Technology (Def Tech) from 10% to 1-30% off MSRP. The MSRP for the less than lethal launchers Defense Technology manufactures if very close to the cost of the item. In addition to the 1% fee we are paying PCA, this would create a significant loss in profit.

In addition to the above changes we would like to request the ability to charge shipping on orders lower than $2,700. Defense Technology offers free shipping over that dollar amount. The continued rise in shipping charges is also causing the same problems as stated above.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY Free Shipping over $2,700	1-30%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
REM ARMS (RAL)	Firearms	AK, AZ, CA, CO, HI, ID, MT, NV, NM, OK, OR, TX, UT, WA, WY	27%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

August 21, 2023

PROFORCE LAW ENFORCEMENT
Ms. Amanda Cronkhite, Contract Specialist
2625 Stearman Road, Suite A
Prescott, AZ 86301
928-776-7192
sales@proforceonline.com

Subject: PCA OD-337-21 Contract Amendment #14
Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite,

PCA accepts the request from Proforce Marketing, Inc. dba Proforce Law Enforcement to amend the above contract to update the PCA administrative fee for Aimpoint (AIM) products from 20% to 9-26% due to market forces and the costs of production, order processing, and shipping costs increasing.

I welcome you to contact me on my cell 713-851-1471 or Elaine@pcamerica.org or your Contract Manager, Karen Berggren on cell 520-500-6873 or Karen@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments: Request for contract amendment
Price List, updated

PROFORCE LAW ENFORCEMENT

August 21st, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #14 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to change our minimum percent off MSRP for Aimpoint (AIM) from 20% to 9-26% off MSRP. The MSRP for the Aimpoint RDS and PRO optics, newly released items, are very close to the cost of the item. In addition to the 2% fee we are paying PCA, this would create a significant loss in profit.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	9-26%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	1-30%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
REM ARMS (RAL)	Firearms	AK, AZ, CA, CO, HI, ID, MT, NV, NM, OK, OR, TX, UT, WA, WY	27%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%

STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

***MSRP or similar pricing identified by manufacturer at time of order.**

PROFORCE LAW ENFORCEMENT

September 28th, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #15 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to add products from the additional manufacturer, Shadow Systems. These products will be available on contract for 25-35% off MSRP.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

PCA Purchasing Cooperative of America

September 28, 2023

PROFORCE LAW ENFORCEMENT
Ms. Amanda Cronkhite, Contract Specialist
2625 Stearman Road, Suite A
Prescott, AZ 86301
928-776-7192
sales@proforceonline.com

Subject: PCA OD-337-21 Contract Amendment #15
Fire, Safety, Security and Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite,

PCA accepts the request from Proforce Marketing, Inc. dba Proforce Law Enforcement to amend the above contract to add products from Shadow Systems, with discount pricing for PCA Members at 25% to 35%. Products and pricing are comrnensurate with the scope and specifications of the RFP and the PROFORCE response.

I welcome you to contact me on my cell 713-851-1471 or Elaine@pcamerica.org or your Contract Manager, Karen Berggren on cell 520-500-6873 or Karen@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments: Request for contract amendment
Price List, updated

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
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AIMPOINT (AIM)	Equipment	Unlimited	9-26%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM , NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELLI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
REM ARMS (RAL)	Firearms	AK, AZ, CA, CO, HI, ID, MT, NV, NM, OK, OR, TX, UT, WA, WY	27%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SHADOW SYSTEMS	Firearms	Unlimited	25-35%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%

STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJICON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

***MSRP or similar pricing identified by manufacturer at time of order.**

PCA Purchasing Cooperative of America

November 9, 2022

Ms. Amanda Cronkhite, Contract Specialist
Proforce Law Enforcement
2625 Stearman Rd., Ste. A
Prescott, AZ 86301
Phone: (928) 776-7192
Amanda.cronkhite@proforceonline.com

Subject: PCA Contract OD-337-21 - Fire, Safety, Security, Surveillance, Equipment, Service & Related Items
Contract Dates: February 1, 2021 – January 31, 2026
Annual Renewal Statement

Dear Ms. Cronkhite:

Proforce Law Enforcement was awarded PCA Contract OD-337-21 on February 1, 2021 for a period of one (1) year with 4 one-year renewals. Per the contract, renewals are automatic unless prior notification is given.

Proforce Law Enforcement is an Awarded Contractor in good standing with PCA and has been automatically renewed each year in 2021 and 2022.

PCA looks forward to continue working with Proforce Law Enforcement through January 21, 2026 with this PCA contract.

Sincerely,

Elaine Nichols

Elaine Nichols, Director
Cell (713) 851-1471
Toll free (844) 722-6374
Elaine@pcamerica.org

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 21, 2024

Agenda Number: E-1

SUBJECT:

Spanish Language Interpretation at City Council Meetings

RECOMMENDATION:

Deliberation and Direction from Council

SUMMARY:

The demographic landscape of Madera, as highlighted by the 2020 Census, highlights the necessity for linguistic inclusivity. With over 46 percent of residents speaking a language other than English at home, predominantly Spanish, the City Council, during the December 20, 2023 meeting, through majority vote, requested a workshop to explore the integration of two-way Spanish-English interpretation at future Council Meetings.

Existing Translation Practices

In response to translation services, the City has traditionally relied on City staff for interpretation services as needed, with public requests channeled through the City Clerk's Office. Although seventy-two (72) hours' notice is recommended, it is not mandatory, but it aids in the efficient coordination of services. It should be noted that the City conducts approximately 19 Regular City Council meetings and 5 Special City Council meetings annually, totaling over 60 hours of meeting time.

Bilingual City Staff

Qualified bilingual staff, specifically those at the top tier (Tier 3), can provide interpretation services. Notably, mid-management or management staff members, though ineligible for overtime, can volunteer without incurring additional costs. However, if overtime is applicable for

Tier 3 staff, rates could range from $29 to $57 per hour. Flexible work schedules, with prior notice, may be considered, although this adjustment could impact regularly scheduled daily work assignments.

Virtual Accessibility

Recognizing the importance of virtual accessibility, City Council meetings are open to public participation via Zoom, offering simultaneous interpretation for up to 25 participants through different audio channels. This option allows virtual attendees to choose their preferred language audio channel upon joining the meeting. To ensure quality and consistency in interpretation services, the City is exploring collaboration with professional language service providers, acknowledging their expertise and cultural awareness. Research indicates estimated costs associated with these providers, reinforcing the commitment to delivering effective and reliable language interpretation services.

Key Considerations

When hiring translators or interpreters, several key considerations should be taken into account to ensure the effectiveness and reliability of language services. Here are some essential factors:

- **Professionalism and Expertise**: Translators who are experienced and well-trained in the specific field relevant to the content. Professionalism ensures accuracy and proficiency in translating specialized terminology.

- **Language Proficiency**: Translators should be fluent in both the source and target languages. Proficiency in cultural nuances and idioms is crucial for accurate and culturally sensitive translations.

- **Cost and Timeliness**

In an effort to identify potential options, staff contacted firms that specialize in translating public meetings. Table 1 provides a list of those companies; however, it is noted that the table is not exhaustive, rather it is a sample.

Table 1: *On-site Interpretation Services Cost Schedule*						
Firm	Cost (2 hours or <)	2-3 hours	3-4 Hours	Headsets	Travel Fee (per mile)	Annual Costs[1]
Homeland Language Services (Oxnard, CA)	One Interpreter; 2 hour minimum: $95 per hour	Two Interpreters: $95 per hour/per interpreter	Two Interpreters: $95 per hour/per interpreter	$12 per unit	$0.67	$13,680
Reliable Translations, Inc. (Glendale, CA)	One Interpreter 2-hour minimum: $114 per hour	Two Interpreters: $114 per hour/per interpreter	Two Interpreters: $95 per Hour/per interpreter	1 Transmitter: $100 $7 per unit	$0.67	$16,416
BiLingual Services International (Long Beach, CA)	Half-day session (up to 3 hours): $595 per interpreter	Two Interpreters: $595/per interpreter	Two Interpreters: $595 per interpreter. Each additional hour or fraction thereof: $195 per interpreter	$25 per unit	$0.69.9	$85,680
[1] Assumptions: 19 annual Council meetings at 3 hours each. Does not include travel time, headsets, or scheduling.						

Other Cities Providing Spanish Interpretation

To get an understanding of how other cities provide interpretation services, staff contacted neighboring cities within the valley. The responses vary and are indicated below.

Table 2: *Nearby Cities Providing Spanish Interpretation*	
City	Services Provided
Reedley	In-person interpretation available upon request. Interpretation provided by City staff. Advance notice required. No Zoom interpretation offered.
Firebaugh	In-person interpretation available upon request. Interpretation provided by City staff. Advance notice required. No longer offers virtual meetings.
Coalinga	In-person interpretation available upon request. Interpretation provided by City staff. Advance notice required. No Zoom interpretation offered.
Fresno	Maintains five (5) contracts with DHHSC, Focus Interpreting, Hanna Interpreting Services, and Lazar Translating & Interpreting for all City Council meetings. provide translation

	services via Zoom and in person. Provide Hmong (1 Translator), Punjabi (1 Translator), Spanish (1 Translator), and ASL (2 translators) via Zoom. 2 Spanish translators in the live meeting.

As is the case in other cities, there is a relatively low demand for real-time service, and it is difficult to determine if the interpretation services will be utilized at all Council meetings. Public participation varies from meeting to meeting based upon the items being discussed. A good example of this in Madera was a recently held City Council meeting, whereby interpretation services were requested and retained, however the requestor of this service did not attend the meeting.

FINANCIAL IMPACT:

Upon direction from Council, staff will develop an expense table outlining potential costs. While Table 1 provides an overview, it does not capture all costs considering that the three responding firms are headquartered in Southern California. While it is possible that other nearby firms are available, staff was unable to obtain timely responses.

ALTERNATIVES:

Should the Council require further information, analysis, or research to enhance their understanding of our decision-making process regarding this matter, the option exists to direct staff accordingly. This could involve:

- Tasking staff to conduct additional research or gather data to address specific queries or areas of concern.
- Direct staff to select or further research other interpreting service options.
- Direct staff to continue using the same practice in-place for interpretation services.

ATTACHMENT:

None