

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, December 6, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 885 3371 0251#. 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 Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

INVOCATION: Pastor John Pursell, Believer's Church

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 – November 15, 2023

Recommendation: Approve the City Council Minutes of November 15, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 4, 2023 – November 24, 2023 (Report by Michael Lima)

B-3 Madera Unified School District MULES Event Fee Waiver Request

Recommendation: Adopt a Resolution waiving the rental fees of the Lions Town & Country Park related to the Madera Unified School District's Madera Unified League of Elementary Sports Elementary Cross Country District Championship request for utilization on December 8, 2023, in the amount of \$375 (Report by Joseph Hebert)

B-4 Piggyback purchase agreements for Fleet Division-related purchases

Recommendation: Adopt a Resolution approving Sourcewell piggyback agreements for the purchase of a Chip Truck with Aerial Boom for \$199,998.91 from 72 Hour LLC and a Ball Field Groomer from the Toro Company for \$37,597.90 (Report by Michael Lima)

B-5 Co-Locator Lease Agreement with Teaching Fellows

Recommendation: Adopt a Resolution Approving a Two-Year Co-Locator Lease Agreement between the City of Madera and Teaching Fellows for the Occupation and Use of Facilities at the John Wells Youth Center and Authorize the Mayor to Execute the Co-Locator Lease Agreement (Report by Joseph Hebert)

B-6 Request by Mary Lou Munoz and Leonard Perez for connection to the City's water system

Recommendation: Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 28551 Avenue 14 (APN 035-222-022) (Report by Keith Helmuth)

B-7 Acceptance of Apron & Taxiway Drainage Project at the Madera Municipal Airport

Recommendation: Staff recommends that the City Council approve Minute Order approving:

1. Acceptance of AIP 0031 Apron & Taxiway Drainage project; and
2. The Recording of Notice of Completion; and

3. The Release of Retention 35 days after recording the Notice of Completion (Report by Ismael Hernandez)

B-8 Reimbursement to DMP Development, Inc, a California Corporation for Improvements Associated with Carmel III Subdivision

Recommendation: Adopt a Resolution approving a budget amendment increase of \$25,379.89 for the purpose of reimbursing DMP Development for improvements completed in connection to the Agreement for the Construction of Improvements for Carmel Homes III Subdivision (Agreement) (Report by Keith Helmuth)

C. PUBLIC HEARINGS: None

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

D-1 Outdoor Equity Grant Program Application Authorizing Resolution

Recommendation: Adopt a Resolution Approving the Submittal of the Outdoor Equity Grants Program due December 14, 2023 in the amount of \$279,600 (Report by Joseph Hebert)

D-2 Master Agreement Between the Madera County Transportation Commission and the City of Madera for the Regional Early Action Planning (REAP) 1.0 Grants Program

Adopt a Resolution of the City Council (Council) of the City of Madera approving a Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera (City) for the REAP 1.0 Grants Program (Agreement); authorizing application for, and receipt of, REAP Program funds in the amount of \$125,399; and, granting the City Manager authorization to make non-material revisions or refinements, and signature authority, to execute the Agreement to secure REAP Program funds (Report by Will Tackett)

D-3 Fourth Amendment to the City Clerk At-Will Employment Agreement

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

E. ADMINISTRATIVE REPORTS:

E-1 Consideration of Selection of Mayor Pro Tem to serve a One-year Term

Recommendation: Approve a Minute Order Accepting the nomination for Mayor Pro-Tem and making the appointment of Mayor Pro Tem to serve a one-year term (Report by Alicia Gonzales)

E-2 Seek Direction Regarding the Regular City Council Meetings Scheduled 2024

Recommendation: Deliberation and Direction Given from Council (Report by Arnolando Rodriguez)

E-3 Informational Report on Laws and Regulations Surrounding Panhandling

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

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:

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

Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva

Employee Organizations: Madera Police Officers' Association

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

Title: City Manager

G-3 Conference with Legal Counsel – Anticipated Litigation Deciding Whether to Initiate Litigation Pursuant to Government Code Section 54956.9(d)(4)

(One Case)

ADJOURNMENT:

UPCOMING MEETING DATES:

- Saturday, December 9, 2023 – Special Meeting
- Wednesday, December 13, 2023 – Special Meeting
- Wednesday, December 20, 2023

-
- 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

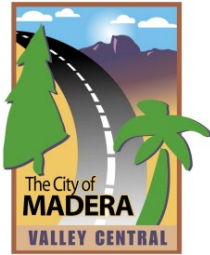
requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.

- 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 December 6, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 6:15 p.m. on November 30, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	11/15/2023
Adopted:	12/06/2023

Minutes of a Regular Meeting of the Madera City Council

November 15, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 811 6624 2263#. 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 Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
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, Division Fire Chief Justin McCombs, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Senior Civil Engineer Steve Bettencourt, Assistant Engineer Jonathan Gramajo, Wastewater Treatment Plant Manager Gabriel Bostan, and Communication Specialist Joseph Carrello.

INVOCATION: Pam Grewal, Madera Sikh Temple

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Mejia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY MAYOR PRO TEM MEJIA, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. 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. Madera City Fire and Madera City Council Recognition from Heroico Cuerpo Bomberos Rurales Del Rio Colorado A.C.
 2. Proclamation Recognizing Small Business Saturday – Six Star Madera Tire & Services Inc.
 3. Proclamation Recognizing Small Business Saturday – Rocio’s Bridal & XV

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

B-1 Minutes – November 1, 2023

Recommendation: Approve the City Council Minutes of November 1, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report October 21, 2023 to November 3, 2023 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County’s Proclamation of a Local Emergency due to the closure of Madera Community Hospital for 30 days (Report by Arnoldo Rodriguez)

RES 23-184 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL FOR A PERIOD OF 30 DAYS

B-5 Letter of Support for Madera County Transportation Commission

Recommendation: Consider a Minute Order Approving a Letter of Support for Madera County Transportation Commission for the inclusion of specified projects into the 2024 Interregional Transportation Improvement Program (Report by Arnoldo Rodriguez)

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

Recommendation: Adopt a Resolution Extending 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 23-185 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 Approval to Procure Telecommunications Services through California Network and Telecommunications (CALNET) Program NextGen contract

Recommendation: Adopt a Resolution Approving the City of Madera's Participation in the CALNET NextGen Contract to Procure Telecommunications Services and Authorizing the City Manager to Execute Necessary Documents to Participate in the Program (Report by Wendy Silva)

RES 23-186 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE CITY OF MADERA'S PARTICIPATION IN THE CALNET NEXTGEN CONTRACT TO PROCURE TELECOMMUNICATIONS SERVICES

B-8 Ordinance Updating Certain Fines Detailed in the Madera Municipal Code

Adopt an Ordinance of the City Council of the City of Madera Amending Sections 1-9.06(A) and (B), 3-2.08, 5-3.31, and 5-4.06 (I) of the Madera Municipal Code to Update Various Fines (Report by Michael Lima)

ORD 1004 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTIONS 1-9.06(A) AND (B), 3-2.08, 5-3.31, AND 5-4.06(1) OF THE MADERA MUNICIPAL CODE TO UPDATE VARIOUS FINES

B-9 Rejection of Bids Received for the Request for Proposals # 20223-09 for Intelligent Transportation System Conversion Services

Recommendation: Adopt a Resolution Rejection of All Four Proposals Received for RFP No. 20223-09 (Report by Michael Lima)

RES 23-187 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, REJECTING ALL PROPOSALS FOR CITY OF MADERA RFP NO. 20223-09 INTELLIGENT TRANSPORTATION SYSTEMS CONVERSION

B-10 City-wide Piggyback Purchase Agreement for Temporary Staffing Services

Recommendation: Adopt a Resolution Approving City-wide use of Maricopa County's Piggyback Agreement for the Procurement of Temporary Staffing Services with ACRO Service Corporation's Contract 16111 for Fiscal Year 2023/24 (Report by Michael Lima)

RES 23-188 RESOLUTION APPROVING CITY-WIDE USE OF MARICOPA COUNTY'S PIGGYBACK AGREEMENT FOR THE PROCUREMENT OF TEMPORARY STAFFING SERVICES WITH ACRO SERVICE CORPORATION'S CONTRACT 16111 FOR FISCAL YEAR 2023/2024

B-11 Pacific Gas & Electric (PG&E) Better Together Giving Program Contribution

Recommendation: 1. Adopt a Resolution Accepting Pacific Gas & Electric Company's Better Together Giving Program charitable donation of \$3,000.

2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget approving a related expenditure line item relating to the appropriation of PG&E's \$3,000 charitable donation amount. (Report by Joseph Hebert)

RES 23-189 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING \$3,000 IN CHARITABLE DONATION FUNDS FROM PACIFIC GAS & ELECTRIC COMPANY'S BETTER TOGETHER GIVING PROGRAM

RES 23-190 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2023/24 BUDGET APPROVING RELATED EXPENDITURE LINE ITEM RELATED TO THE PG&E CHARITABLE DONATION OF \$3,000

B-12 Acceptance of Playground Equipment and Park Amenities Installation at McNally Park

Recommendation: Staff recommends that the City Council Approve Minute Order Approving:

1. Acceptance of the Playground and Park Amenities Installation at McNally Park located at 825 A Street, Madera, CA 93638; and

2. The Recording of Notice of Completion; and

3. The release of retention 35 days after the recording of the Notice of Completion (Report by Joseph Hebert)

B-13 Facility Rental Fee Waiver Request by the Madera County Master Gardeners

Recommendation: Adopt a Resolution waiving the rental fees of the Frank Bergon Senior Center related to the Madera County Master Gardeners request for utilization on January 27, 2024, in the amount of \$545 (Report by Joseph Hebert)

RES 23-191 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR FRANK BERGON SENIOR CENTER RELATED TO THE MADERA COUNTY MASTER GARDENERS

B-14 Madera Elk's Lodge Hoop Shoot Event Fee Waiver Request

Recommendation: Adopt a Resolution waiving the rental fees of the John Wells Youth Center related to the Madera Elk's Lodge Hoop Shoot request for utilization on December 2, 2023, in the amount of \$540 (Report by Joseph Hebert)

RES 23-192 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR JOHN WELLS YOUTH CENTER RELATED TO THE MADERA ELK'S LODGE HOOP SHOOT COMMITTEE

B-15 Consider an Amendment to the Professional Services Agreement with Fire Safety Solutions

Recommendation: Adopt a resolution of the Council of the City of Madera approving a First Amendment to the Professional Services Agreement with Fire Safety Solutions, INC. for Building and Fire Plan Review and Inspection Services (Report by Will Tackett)

RES 23-193 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FIRE SAFETY SOLUTIONS, INC. FOR BUILDING AND FIRE PLAN REVIEW AND INSPECTION SERVICES.

B-16 Traffic Signal Modification at the Intersections of Howard Road & Pine Street, Howard Road & Yosemite Avenue/Q Street, New Signal Installations at Intersections of Cleveland Avenue & Granada Drive and E South Street & N D Street

Recommendation: Adopt a Resolution of the City Council of the City of Madera Rejecting all Bids Received for the City Projects TS-23, TS-24, and TS-32 (Traffic Signals) (Report by Keith Helmuth)

RES 23-194 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REJECTING ALL BIDS RECEIVED FOR CITY PROJECTS TS-23, TS-24, AND TS-32 (TRAFFIC SIGNALS)

C. PUBLIC HEARINGS:

C-1 Consideration of the Mitigated Negative Declaration prepared for Environmental Assessment (EA) No. SCH 2023090606 for the Westberry Bridge Project, City Project B-02

Recommendation: Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Westberry Bridge Project, City Project B-02 (EA No. SCH 2023090606) (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM C-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 23-195 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE WESTBERRY BRIDGE PROJECT

C-2 Public Hearing No. 1 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation:

1. Receive a report on the redistricting process and permissible criteria to be considered to redraw district boundaries; and
2. Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City (Report by Alicia Gonzales)

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

D-1 New Police Department Parking Lot, City Project PD-01

Recommendation: Adopt a Resolution approving the contract award for the New Police Department Parking Lot, City Project PD-01 for \$ 518,700 to Terra West Construction Inc. and a contingency of 10 percent of the contract amount, and a CEQA Class 1 Categorical Exemption (Existing Facilities) (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER EVANS. ABSTAIN: NONE.

RES 23-196 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE NEW POLICE DEPARTMENT PARKING LOT, CITY PROJECT PD-01 IN THE AMOUNT OF \$518,700.00 TO TERRA WEST CONSTRUCTION INC AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT AND A CEQA CLASS 1 CATEGORICAL EXEMPTION (EXISTING FACILITIES)

D-2 Agreement for Vernon McCullough River Trail Restoration Project

Recommendation: Adopt a Resolution awarding a contract under Invitation for Bids (IFB) No. 202324-07 to Witbro Inc. dba Seal Rite Paving and Grading for trail seal coating and repairs at the Vernon McCullough River Trail in the amount of \$190,116 (Report by Joseph Hebert)

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

RES 23-197 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AWARDING IFB NO. 202324-07 TO WITBRO INC., OBA SEAL RITE PAVING & GRADING FOR SEAL COATING & REPAIR OF THE VERNON MCCULLOUGH RIVER TRAIL FOR \$190,116.00

E. ADMINISTRATIVE REPORTS:

E-1 Consideration of Special Meeting dates and Phase IV City Council Interviews and Final Decision Procedures for Commercial Cannabis Business Permits in the City of Madera

Recommendation: Receive a summary report and provide direction on the scheduling of Special Meeting(s) of the City Council, as well as the final procedures and steps to conduct the Phase IV City Council interviews to make final determinations pertaining to the award of Commercial Cannabis Business Permits in the City of Madera (Report by Will Tackett)

Mayor Garcia recused himself from this item and returned to his seat after the discussion.

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.

Councilmember Gallegos gave a shout out to Staff for their participation in the grand opening for Smart & Final. She also wished staff and residents a safe and Happy Thanksgiving.

Councilmember Rodriguez noted his attendance at the Madera Municipal Golf Course advisory meeting and that a committee member will provide an update for Council and the public at a future Council meeting. He also mentioned the Golf Course is hosting an Ag Expo in April 2024. He highlighted three Madera County Transportation Commission projects that will impact Madera and expressed his appreciation that the City of Madera has provided its support for these projects. He offered his condolences to Brett Frazier and his family, for the passing of his father, Steven Frazier.

Councilmember Montes thanked Staff for their work with Smart & Final and offered his condolences to the Frazier family for the passing of Steven Frazier.

Mayor Pro Tem Mejia mentioned her attendance at the Day of the Dead celebration at Courthouse Park and thanked County Supervisor Leticia Gonzalez and the City for their support. She also attended the Veterans Day Memorial event to honor Madera Veterans and she also attended the Triqui celebration in honor of the patron saint, San Martin Caballero.

Councilmember Villegas mentioned his attendance at the Veterans Day celebration and expressed his appreciation for those veterans who have risked their lives fighting for the freedom of their country. He stated the Smart & Final grand opening was a successful event and he is happy the store is open for business. He attended a lecture hosted by Senator Anna Caballero about strategic solutions to reduce pollution in the Central Valley.

Mayor Garcia mentioned the Pomegranate Festival was well attended and proved to be another successful event. He highlighted a Veterans Day breakfast hosted by the NAACP in conjunction with Councilmember Evans. He mentioned a Thanksgiving food distribution event held by Latinas Unidas, the Madera County Food Bank, and Assemblywoman Soria in which 250 turkeys were provided to Madera families. He also attended a lecture held by Senator Caballero about the carbon capture and the effects of carbon dioxide and mitigation strategies. Mayor Garcia stated he and Mayor Pro Tem Mejia visited Madera High South High School to present certificates to parents who are involved in a non-profit organization called PIQE that offers educational resources to further the education of our youth.

G. CLOSED SESSION:

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

Title: City Clerk

G-2 Conference with Labor Negotiators - Pursuant to Government Code, Section 54957.6

Agency Designated Representatives: Mayor Santos Garcia

Unrepresented Employee: City Clerk

G-3 Conference with Legal Counsel – Anticipated Litigation Deciding Whether to Initiate Litigation Pursuant to Government Code Section 54956.9(d)(4)

(One Case)

City Attorney Shannon Chaffin made the closed session announcement at 7:48 p.m. Mr. Chaffin and Council returned from Closed Session at 9:54 p.m. with all members of Council present

except Councilmember Evans who was absent. Mr. Chaffin stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 9:54 p.m.

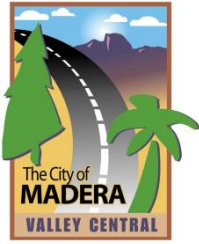
UPCOMING MEETING DATES:

- Wednesday, December 6, 2023
- Saturday, December 9, 2023 @ 9:00 a.m. (Special Meeting)
- Wednesday, December 13, 2023 @ 6:00 p.m. (Special Meeting)
- Wednesday, December 20, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for November 4, 2023 to November 24, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of November 4, 2023 to November 24, 2023 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	37816 – 37945	\$1,911,261.57

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	Union Bank	\$1,545,515.69
SDI	EDD	\$4,931.42
CalPERS Payment	CalPERS	\$138,160.91

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
December 6, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37816	11/06/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	\$ 2,240.00
37816	11/06/2023	HR/RISK MGT	COMPUTER MAINT	ACRO SERVICE CORPORATION	TEMP SERVICES - NETWORK ADMIN	\$ 4,875.12
37817	11/06/2023	GRANTS	PROP 1B PTMISEA	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	\$ 5,209.35
37818	11/06/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES MULTISPORT	\$ 207.84
37819	11/06/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	STAMPS	\$ 217.97
37820	11/06/2023	FINANCE	FINANCE	SEABURY COPLAND & ANDERSON INSURANCE	CRIME POLICY RENEWAL - ONE YEAR PREMIUM	\$ 5,388.00
37821	11/06/2023	PARKS ADMIN	GENERAL TRUST	GLOBAL PAYMENTS, INC	CHARGEBACK 1008200.002	\$ 50.00
37821	11/06/2023	PARKS ADMIN	PARKS	GLOBAL PAYMENTS, INC	CHARGEBACK 1008200.002	\$ 60.00
37821	11/06/2023	PARKS ADMIN	PARKS ADMIN	GLOBAL PAYMENTS, INC	CHARGEBACK 1008200.002	\$ 25.00
37822	11/06/2023	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 700.00
37823	11/06/2023	HR/RISK MGT	HR/RISK MGT	ANDREW J. MEDELLIN	STREET BANNER	\$ 1,081.42
37823	11/06/2023	PD OPS	PD OPS	ANDREW J. MEDELLIN	STREET BANNER	\$ 1,297.92
37824	11/06/2023	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 1,440.00
37825	11/06/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	09/23 TRANSIT OPERATOR	\$ 96,928.26
37825	11/06/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	09/23 TRANSIT OPERATOR	\$ 66,166.92
37826	11/06/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - NOV 2023	\$ 4,000.00
37827	11/06/2023	PLANNING	PLANNING	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS MGMT CONSULTING	\$ 500.00
37828	11/06/2023	PD OPS	GENERAL FUND	GERALD BUUS	HORSE BOARDING 10/01/23-09/30/24	\$ 525.00
37828	11/06/2023	PD OPS	PD OPS	GERALD BUUS	HORSE BOARDING 10/01/23-09/30/24	\$ 1,575.00
37829	11/06/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 165.86
37829	11/06/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 144.01
37829	11/06/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 358.56
37829	11/06/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 309.68
37829	11/06/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 53.63
37829	11/06/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 340.66
37829	11/06/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 135.10
37829	11/06/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 1,231.92
37829	11/06/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 1,039.40
37829	11/06/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 240.59
37829	11/06/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 98.66
37829	11/06/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 295.56
37829	11/06/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 267.91
37829	11/06/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 89.27
37829	11/06/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 136.33
37829	11/06/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 452.64
37829	11/06/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 336.81
37829	11/06/2023	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 656.23
37829	11/06/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 3,388.91
37829	11/06/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 2,799.16
37829	11/06/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 1,930.28
37829	11/06/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 1,954.30

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37829	11/06/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 1,437.70
37829	11/06/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 856.17
37829	11/06/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 2,225.55
37829	11/06/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 2,024.98
37829	11/06/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 3,502.56
37829	11/06/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 2,836.26
37829	11/06/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 3,186.82
37829	11/06/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 2,580.58
37829	11/06/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 2,932.84
37829	11/06/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 1,886.14
37829	11/06/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 624.53
37829	11/06/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 101.80
37829	11/06/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 122.78
37829	11/06/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 124.37
37829	11/06/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 09/16/23-09/30/23	\$ 8,964.38
37829	11/06/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 10/01/23-10/15/23	\$ 7,397.29
37829	11/06/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK FUEL	\$ 1,977.76
37830	11/06/2023	WWTP	WWTP	JM SQUARED ASSOCIATES, IN.C	IMPELLER & RING PUMP #3	\$ 43,481.52
37831	11/06/2023	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	\$ 3,750.00
37832	11/06/2023	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	\$ 300.00
37833	11/06/2023	PD OPS	PD OPS	RODRIGUEZ REUBEN	REIMBURSEMENT - PARKING PASS	\$ 30.00
37834	11/06/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 76.11
37835	11/06/2023	FLEET ACQUISITION	FLEET ACQUISITION	72 HOUR LLC	2022 FORD F150	\$ 37,436.80
37836	11/06/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	FRESNO RIVER LITTER ABATEMENT	\$ 24,150.00
37837	11/06/2023	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 155.15
37837	11/06/2023	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 159.55
37837	11/06/2023	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 642.30
37837	11/06/2023	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 21.65
37837	11/06/2023	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 116.30
37837	11/06/2023	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 541.10
37837	11/06/2023	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 540.85
37837	11/06/2023	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 829.05
37837	11/06/2023	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 1,231.26
37837	11/06/2023	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 443.87
37837	11/06/2023	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 53.25
37837	11/06/2023	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 700.20
37837	11/06/2023	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 238.70
37837	11/06/2023	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 732.34
37837	11/06/2023	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	09/23 UNIFORM SERVICES	\$ 159.25
37838	11/06/2023	PD OPS	PD OPS	EVANS FEED & LIVESTOCK SUPPLY, INC.	SUPPLIES FOR BUBBLES	\$ 28.04
37839	11/06/2023	ENGINEERING	SEWER CAPITAL OUTLAY	CENTRAL VALLEY ENGINEERING & SURVEYING INC	LAND APPRAISAL FOR WWTP20-01	\$ 5,250.00
37840	11/06/2023	ENGINEERING	TRANSPORTATION IMPACT FEE	CORNERSTONE STRUCTURAL ENG GROUP, INC.	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	\$ 39,510.12
37841	11/06/2023	ENGINEERING	ENGINEERING	INSTITUTE OF TRANSPORTATION ENGINEERS, INC.	ANNUAL MEMBERSHIP - 2024	\$ 177.50
37841	11/06/2023	ENGINEERING	GENERAL FUND	INSTITUTE OF TRANSPORTATION ENGINEERS, INC.	ANNUAL MEMBERSHIP - 2024	\$ 177.50

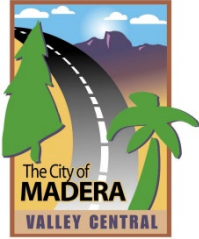
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37842	11/06/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9926031	\$ 100.00
37843	11/06/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-220-005-000	\$ 1,027.92
37843	11/06/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-220-003-000	\$ 1,812.00
37843	11/06/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-220-002-000	\$ 1,293.00
37844	11/06/2023	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS 08/23 - SIDEWALK IMPROVEMENTS	\$ 4,456.25
37844	11/06/2023	PARKS	PROP 68 GRANT	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	\$ 20,967.77
37845	11/06/2023	PD OPS	PD OPS	ASSET FORFEITURE/OTHER PD	TOLL FEE	\$ 82.78
37846	11/06/2023	FINANCE	GENERAL FUND	OVERPAYMENTS	REIMBURSEMENT - TOT Q1 FY 22/23	\$ 72,017.98
37847	11/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9918011	\$ 2,690.00
37848	11/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 9921147	\$ 2,850.00
37849	11/06/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE - 4455101	\$ 3,000.00
37850	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 200.00
37851	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37852	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	\$ 200.00
37853	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37854	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37855	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37856	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 2	\$ 50.00
37857	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37858	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37859	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER 1	\$ 50.00
37860	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37861	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37862	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37863	11/06/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	\$ 100.00
37864	11/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924313	\$ 24.54
37865	11/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924183	\$ 56.22
37866	11/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9909680	\$ 16.20
37867	11/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8668714	\$ 22.18
37868	11/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6325009	\$ 17.30
37869	11/06/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917533	\$ 383.74
37870	11/14/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 347.82
37870	11/14/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 3,683.20
37870	11/14/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 7,099.08
37870	11/14/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 2,578.10
37870	11/14/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 219.87
37870	11/14/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 526.23
37870	11/14/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 679.37
37870	11/14/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 679.37
37870	11/14/2023	PW ADMIN	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 878.65
37870	11/14/2023	PW ADMIN	TRANS - DAR	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 878.65
37870	11/14/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 219.87
37870	11/14/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 219.87
37870	11/14/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 439.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37870	11/14/2023	PW ADMIN	WATER QUALITY CONTROL	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 219.84
37870	11/14/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 979.48
37870	11/14/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 589.52
37870	11/14/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	10/23 JANITORIAL SERVICES	\$ 4,276.13
37871	11/14/2023	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SVS	\$ 29,311.65
37872	11/14/2023	ENGINEERING	LTF - STREETS	MARK THOMAS & COMPANY, INC.	ENGINEERING AND GRANT WRITING SERVICES	\$ 3,164.69
37873	11/14/2023	PD OPS	MEAS K - PD	LAW DOG K9	K9 PURCHASE & TRAINING	\$ 9,500.00
37873	11/14/2023	PD OPS	PD OPS	LAW DOG K9	K9 PURCHASE & TRAINING	\$ 10,000.00
37874	11/14/2023	PARKS ADMIN	CDBG PUB IMPR	SUPERIOR INTERNATIONAL INDUSTRIES, INC.	CONSTRUCTION SERVICES - MCNALLY PARK	\$ 228,726.15
37875	11/14/2023	PD OPS	MEAS K - PD	ANTHRO INTERNATIONAL, INC.	OFFICE CHAIR REPLACEMENT	\$ 4,052.93
37876	11/14/2023	FINANCE	UB - GARBAGE	SAFEGUARD BUSINESS SYSTEMS, INC.	UB CASH BAGS	\$ 81.59
37876	11/14/2023	FINANCE	UB - SEWER	SAFEGUARD BUSINESS SYSTEMS, INC.	UB CASH BAGS	\$ 81.60
37876	11/14/2023	FINANCE	UB - WATER	SAFEGUARD BUSINESS SYSTEMS, INC.	UB CASH BAGS	\$ 163.19
37877	11/14/2023	PD OPS	PD OPS	ANTHONY PENA	REIMBURSEMENT - EQUIPMENT	\$ 1,000.00
37878	11/14/2023	PURCHASING	SOLID WASTE	TELEPHONE DOCTOR INC	UB ONLINE LEARNING	\$ 249.17
37878	11/14/2023	PURCHASING	UB - GARBAGE	TELEPHONE DOCTOR INC	UB ONLINE LEARNING	\$ 498.33
37878	11/14/2023	PURCHASING	UB - SEWER	TELEPHONE DOCTOR INC	UB ONLINE LEARNING	\$ 498.33
37878	11/14/2023	PURCHASING	UB - WATER	TELEPHONE DOCTOR INC	UB ONLINE LEARNING	\$ 996.66
37878	11/14/2023	PURCHASING	WATER FUND	TELEPHONE DOCTOR INC	UB ONLINE LEARNING	\$ 498.34
37878	11/14/2023	PURCHASING	SEWER FUND	TELEPHONE DOCTOR INC	UB ONLINE LEARNING	\$ 249.17
37879	11/14/2023	FIRE	MEAS K - FIRE	LAWSON PRODUCTS, INC	MISC SUPPLIES	\$ 991.63
37880	11/14/2023	PD OPS	PD OPS	JEREMY MCCOOL	REIMBURSEMENT - PARKING PERMIT	\$ 30.00
37881	11/14/2023	HR/RISK MGT	HR/RISK MGT	MARIO SOLIS	HEATH BENEFITS FAIR FOOD & BEVERAGES	\$ 1,948.50
37882	11/14/2023	PD OPS	PD OPS	BRIAN ROSAS	REIMBURSEMENT - VEST PER MOU	\$ 350.00
37883	11/14/2023	CITY ADMIN	COMMUNITY PROMO	MADERA COUNTY SUPERINTENDENT OF SCHOOLS	MADERA COMPACT MEMBERSHIP 23/24	\$ 200.00
37884	11/14/2023	WWTP	WWTP	DELLAVALLE LABORATORY, INC.	MONIT. WELL TESTING	\$ 1,696.00
37885	11/14/2023	PD OPS	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391031566	\$ 154.88
37885	11/14/2023	PD OPS	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391031578	\$ 166.39
37886	11/14/2023	ENGINEERING	SEWER CAPITAL OUTLAY	AECOM TECHNICAL SERVICES, INC.	AECOM ON-CALL ENG SVCS FAIRGROUND LIFT STATION	\$ 8,145.00
37887	11/14/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 4,795.00
37887	11/14/2023	WWTP	WWTP	BSK ASSOCIATES	WWTP COMPLIANCE LAB	\$ 1,516.00
37888	11/14/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 713.50
37888	11/14/2023	WWTP	WWTP	BSK ASSOCIATES	WWTP COMPLIANCE LAB	\$ 91.00
37889	11/14/2023	ENGINEERING	SEWER CAPITAL OUTLAY	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 73,512.50
37890	11/14/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	09/23 FINGERPRINT APPS	\$ 416.00
37890	11/14/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	09/23 BLOOD ALCOHOL ANALYSIS	\$ 1,225.00
37891	11/14/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 10/27/2023 PAYROLL	\$ 911.08
37892	11/14/2023	PD OPS	PD OPS	COMCAST	09/23 SVS 8155500320092096	\$ 180.61
37893	11/14/2023	PD OPS	PD OPS	COMMUNITY MEDICAL CENTER	SAFE EXAM - 23M-06738	\$ 800.00
37894	11/14/2023	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT PHYSICAL	\$ 709.00
37894	11/14/2023	HR/RISK MGT	MUSD AFTER SCHOOL PROGRAM	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT PHYSICAL	\$ 287.00
37895	11/14/2023	ENGINEERING	ENGINEERING	CPS HR CONSULTING	WRITTING COURSE	\$ 150.00
37895	11/14/2023	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	RECRUITMENT TEST	\$ 401.50
37896	11/14/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/23	\$ 87.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37896	11/14/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/23	\$ 21.88
37896	11/14/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/23	\$ 21.88
37896	11/14/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/23	\$ 43.74
37897	11/14/2023	PD OPS	GENERAL FUND	CYRUN	ALLIANCE MAINTENANCE & SUPPORT	\$ 20,833.34
37897	11/14/2023	PD OPS	PD OPS	CYRUN	ALLIANCE MAINTENANCE & SUPPORT	\$ 29,166.66
37898	11/14/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - FIRE 58	\$ 936.97
37898	11/14/2023	PW ADMIN	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 50.00
37898	11/14/2023	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 146.24
37898	11/14/2023	PW ADMIN	FLEET MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 95.00
37898	11/14/2023	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 146.24
37898	11/14/2023	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 146.26
37898	11/14/2023	PW ADMIN	TRANS - FIXED	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 40.00
37898	11/14/2023	PW ADMIN	TRANS - DAR	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 40.00
37898	11/14/2023	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	\$ 146.26
37899	11/14/2023	CITY ADMIN	COMMUNITY PROMO	ECONOMIC DEVELOPMENT COMMISSION	Q1 EDC CONTRIBUTION FY 23/24	\$ 45,359.47
37900	11/14/2023	FIRE	FIRE	EPPLER TOWING	TOWING SERVICE	\$ 750.00
37901	11/14/2023	PD OPS	PD OPS	FRESNO CITY COLLEGE	REGISTRATION FEE - POLICE ACADEMY	\$ 4,100.00
37902	11/14/2023	FINANCE	FINANCE	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	\$ 347.08
37902	11/14/2023	FINANCE	GENERAL FUND	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	\$ 247.92
37903	11/14/2023	PARKS ADMIN	COMM & REC	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	\$ 2,093.38
37904	11/14/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	10/23 UTILITY SERVICE - 3040421	\$ 51.66
37904	11/14/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	10/23 UTILITY SERVICE - 3040431	\$ 125.31
37904	11/14/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	10/23 UTILITY SERVICE - 3040441	\$ 179.53
37905	11/14/2023	FINANCE	PAYROLL TRUST	M.C.E.A.	10/23 MONTHLY DUES	\$ 290.00
37906	11/14/2023	FINANCE	PD OPS	MADERA COUNTY TAX COLLECTOR	08/23 COUNTY'S PORTION OF PARK	\$ 175.50
37907	11/14/2023	FINANCE	PAYROLL TRUST	M P O A	10/23 MONTHLY DUES	\$ 6,413.92
37908	11/14/2023	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC COMMENTS	\$ 435.50
37908	11/14/2023	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - PARKS PROJECT MGR	\$ 87.40
37908	11/14/2023	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - WATER & SEWER OP MGR	\$ 121.60
37908	11/14/2023	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - ENGINEER	\$ 155.80
37908	11/14/2023	PLANNING	PLANNING	MADERA TRIBUNE	INTENT TO ADOPT ORDINANCE	\$ 221.00
37908	11/14/2023	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 630.50
37909	11/14/2023	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 1,291.05
37910	11/14/2023	PARKS ADMIN	AQUATICS PROGRAM	MAMMOTH OXYGEN	CO2 FOR POOL	\$ 219.60
37911	11/14/2023	PD OPS	PD OPS	MALLORY CO	POLICE BARRICADE TAPE	\$ 284.65
37912	11/14/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 10,753.78
37912	11/14/2023	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	\$ 812.04
37913	11/14/2023	HR/RISK MGT	HR/RISK MGT	OCCU-MED, LTD.	EXAM SERVICES	\$ 248.00
37913	11/14/2023	PD OPS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICES	\$ 1,046.00
37914	11/14/2023	ENGINEERING	RSTP - FED EX	PACIFIC GAS & ELECTRIC	TRAFFIC SIGNAL INSTALLATION-LAKE ST/SHERWOOD WAY	\$ 3,000.00
37914	11/14/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 8.11
37914	11/14/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 59.23
37914	11/14/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 2,853.95
37914	11/14/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 368.34

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 1013877191-9	\$ 83.89
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 5,545.30
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 1715785853-5	\$ 1,942.17
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 4318089701-9	\$ 40.82
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 1598348280-1	\$ 85.34
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 5225647713-5	\$ 15.77
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 5207933925-6	\$ 62.45
37914	11/14/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9787342989-4	\$ 141.80
37914	11/14/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 74.08
37914	11/14/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 80.78
37914	11/14/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 144.37
37914	11/14/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 8675479583-8	\$ 18.57
37914	11/14/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 34.64
37914	11/14/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 25.55
37914	11/14/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 8.19
37914	11/14/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 8.10
37914	11/14/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 54,604.49
37914	11/14/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 62.33
37914	11/14/2023	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 9.85
37914	11/14/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 19.97
37914	11/14/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9920095153-3	\$ 7,790.37
37915	11/14/2023	PD OPS	PD OPS	PECK'S PRINTERY	PD - ASSESSMENT/EVALUATION FORM	\$ 955.31
37915	11/14/2023	PD OPS	PROP 64 HLTH & PUBLIC SAFETY	PECK'S PRINTERY	PD - RED RIBBON WEEK FLYERS	\$ 178.61
37916	11/14/2023	ENGINEERING	LTF - STREETS	PETERS ENGINEERING GROUP	PROFESSIONAL ENGINEERING SERVICES	\$ 9,903.75
37917	11/14/2023	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	08/23 CITATIONS	\$ 277.29
37918	11/14/2023	FINANCE	CFD DEBT FUND - 2006 BONDS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/23-09/29/23	\$ 54.24
37918	11/14/2023	FINANCE	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/23-09/29/23	\$ 271.23
37918	11/14/2023	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 06/30/23-09/29/23	\$ 108.49
37919	11/14/2023	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	\$ 19,220.88
37920	11/14/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 2,855.10
37920	11/14/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	WATER MAIN REPLACEMENT - W-39, W-40, & W-41	\$ 64,077.71
37921	11/14/2023	ENGINEERING	WATER CAPITAL OUTLAY	REAL PROPERTY ANALYSTS	APPRAISAL SERVICES - 16564 N LAKE ST	\$ 2,700.00
37922	11/14/2023	WWTP	WWTP	SAFETY-KLEEN CORP	OIL SERVICE	\$ 151.80
37923	11/14/2023	WWTP	WWTP	SJVAPCD	FEE FOR FLARE	\$ 87.00
37924	11/14/2023	ENGINEERING	WATER CAPITAL OUTLAY	SJVAPCD	PERMIT TO OPERATE - WELL 37	\$ 87.00
37925	11/14/2023	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	ASPHALT PAVING	\$ 134,785.32
37925	11/14/2023	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ASPHALT PAVING	\$ 90,239.54
37926	11/14/2023	PARKS ADMIN	PARKS	SERGIO'S WELDING	SUNRISE ROTARY - ELECTRICITY PANEL CAGE	\$ 5,110.89
37927	11/14/2023	ENGINEERING	WWTP	SPARKLETT'S	DRINKING WATER ENGINEERING	\$ 239.78
37928	11/14/2023	PW ADMIN	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D4 - BARKER	\$ 80.00
37929	11/14/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 10/13/23 PAYROLL	\$ 25.00
37930	11/14/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 10/27/23 PAYROLL	\$ 25.00
37931	11/14/2023	PD OPS	PD OPS	THE RADAR SHOP	RECERTIFIED RADAR/LIDAR UNITS	\$ 1,030.00
37932	11/14/2023	PARKS ADMIN	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 304.51

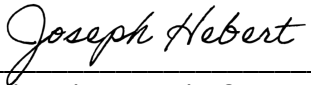
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37933	11/14/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 09/23	\$ 210.00
37934	11/14/2023	PW ADMIN	FACILITIES MAINT	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 23/24	\$ 221.87
37934	11/14/2023	PW ADMIN	STREETS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 23/24	\$ 221.87
37934	11/14/2023	PW ADMIN	SEWER OPS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 23/24	\$ 221.87
37934	11/14/2023	PW ADMIN	WATER OPS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE FY 23/24	\$ 266.23
37935	11/14/2023	PD OPS	PD OPS	BE PREPARED CPR/FIRST AID INSTRUCTION	CPR/AED TRAINING	\$ 2,640.00
37936	11/14/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 23-209 PM 23-P-03	\$ 102.50
37936	11/14/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK - 22-110	\$ 2,592.50
37936	11/14/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 23-293 PM 23-P-04	\$ 820.00
37937	11/14/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	\$ 50.00
37937	11/14/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	\$ 150.00
37938	11/14/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 50.00
37939	11/14/2023	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	DEPOSIT REFUND - MULTI-CHILD DISCOUNT	\$ 21.00
37940	11/14/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37941	11/14/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	\$ 100.00
37942	11/14/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 50.00
37943	11/14/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37944	11/14/2023	PARKS ADMIN	SPECIAL EVENTS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 65.00
37945	11/14/2023	PARKS ADMIN	SPECIAL EVENTS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 65.00
366	11/16/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/01/2023	\$ 865.68
367	11/06/2023	HR/RISK MGT	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	11/23 BENEFIT PREMIUMS	\$ 923.00
367	11/06/2023	HR/RISK MGT	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	11/23 BENEFIT PREMIUMS	\$ 377,824.09
367	11/06/2023	HR/RISK MGT	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	11/23 BENEFIT PREMIUMS	\$ 2,123.00
368	11/07/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/07/2023	\$ 184.31
369	11/08/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	\$ 104.00
370	11/09/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 11/09/23 PAYROLL	\$ 28,928.75
371	11/10/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/09/2023 PAYROLL	\$ 12,436.39
372	11/10/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/09/2023 PAYROLL	\$ 3,331.80
373	11/14/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 11/14/2023	\$ 599.85
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 1,911,261.57



REPORT TO CITY COUNCIL

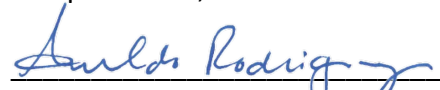
Approved by:

Council Meeting of: December 6, 2023



Joseph Hebert, Parks & Community Services Director

Agenda Number: B-3



Arnoldo Rodriguez, City Manager

SUBJECT:

Madera Unified School District MULES Event Fee Waiver Request

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Lions Town & Country Park related to the Madera Unified School District's Madera Unified League of Elementary Sports Elementary Cross Country District Championship request for utilization on December 8, 2023, in the amount of \$375

SUMMARY:

Madera Unified School District (MUSD) is requesting that the City waive rental fees for the use of the entire Lions Town & Country Park on Friday, December 8, 2023 from 6:30 a.m. – 1:00 p.m., to host the Madera Unified League of Elementary Sports (MULES) Elementary Cross Country District Championship event.

DISCUSSION:

MUSD's Director of Athletics, Marty Bitter, has submitted a written letter requesting the waiver of fees for the Lions Town & Country Park for their MULES Elementary Cross Country District Championship event. The event is set to take place on Friday, December 8, 2023, with MUSD requesting access to the park by 6:30 a.m. and the event estimated to end at 1:00 p.m.

Per the written letter submitted, the MULES Elementary Cross Country District Championship will attract over 800 of our local elementary school-aged students, from grades 4 – 8, who will give their best effort to become a district champion. There are no anticipated road closures or security for this event. MUSD is committed to leaving the park clean, with students encouraged to properly dispose of their lunches and drinks with trash bags provided to them.

Staff would like to note this event has taken place at Lions Town & Country Park in the past years, for numerous years, with no rental fees being associated with the use of the park by MUSD. In past years, the approval for the waiver of fees had not been presented to the Council for consideration, with the Parks & Community Services Director having the discretion to approve/deny such requests.

FINANCIAL IMPACT:

The applicable costs associated with the rental of the Lions Town & Country Park, as a Special Event, are summarized in Table 1. Staff would like to note these costs can be found on page 65 of the 2018-2019 City of Madera Master Fee Schedule. Due to the large, anticipated turnout of about 800 students, the City is taking into consideration the additional clean-up efforts park maintenance staff will have to complete after the event. This would include the additional collection of trash receptacles, bathroom restocking, litter pick-up, and a walk-through of the parking lot and park to ensure the park is left in prime condition.

Table 1: Financial Impact to the City	
Administrative Fee	\$25
Special Event Max Program Fee	\$250
Parks Maintenance at 2 staff x 27.35/Hourly at 1.83 hours for Clean-Up After Event	\$100
Total	\$375

MUSD has been informed the event must still abide by all rental insurance requirements and public event requirements.

ALTERNATIVES:

Council may elect to reject the fee waiver and require Madera Unified School District to pay any associated fees for the rental of the Lions Town & Country Park on the date being requested.

ATTACHMENTS:

1. Resolution – Waiving Rental Fees for Lions Town & Country Park related to MUSD's MULES Elementary Cross Country District Championship Event
2. Page 65 of the Parks & Community Services Facility Rental Fee Schedule
3. Request Letter Authored by Marty Bitter, MUSD Director of Athletics

ATTACHMENT 1

Resolution – Waiving Rental Fees for Lions Town & Country Park related to MUSD's MULES
Elementary Cross Country District Championship Event

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA WAIVING RENTAL FEES FOR LIONS TOWN & COUNTRY PARK
RELATED TO MADERA UNIFIED SCHOOL DISTRICT'S MADERA UNIFIED
LEAGUE OF ELEMENTARY SPORTS ELEMENTARY CROSS COUNTRY
DISTRICT CHAMPIONSHIP EVENT IN THE AMOUNT OF \$375**

WHEREAS, Madera Unified School District (MUSD) has submitted a written request for waiving of fees for the Lions Town & Country Park; and

WHEREAS, the date being requested is Friday, December 8, 2023 from 6:30 a.m. to 1 p.m.; and

WHEREAS, MUSD plans to utilize the facility for a Madera Unified League of Elementary Sports (MULES) Elementary Cross Country District Championship; and

WHEREAS, the fees for such event are calculated based off the 2018-2019 City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at \$375; and

WHEREAS, the event organizers are still subject to providing insurance documentation for City facility rentals that meets City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that MUSD is a public entity within the City of Madera providing educational and life training to the youth of the community, and the Elementary Cross Country District Championships is an annual event held within the City that directly benefits the community by providing activities for youth, encouraging physical fitness, promoting sportsmanship and cooperation, and providing an opportunity for younger students to experience on a course used by their middle and high school peers
3. The City Council does hereby waive the City fees requested by Madera Unified School District for Rental Fees of the Lions Town & Country Park on December 8, 2023, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2:

Parks & Community Services Facility Rental Fee Schedule

Parks and Community Services Fees

PROGRAM FEES	Admin. Fees	Program Fees		
	Non-Refundable	Program (min.)	Program (max.)	Late Reg. Fee
Tournament Fees (see Note 5)	\$ 35.00	\$ 150.00	\$ 600.00	
Camps (see Note 6)	\$ 5.00 to \$15.00	\$ 40.00	\$ 200.00	\$ 10.00
Camps Junior Counselor	\$ 5.00 to \$15.00	\$ 30.00	\$ 190.00	\$ 10.00
T-ball (See Note 7)	\$ 5.00	\$ 45.00	\$ 65.00	\$ 10.00
Youth Basketball (See Note 7)	\$ 5.00	\$ 45.00	\$ 65.00	\$ 10.00
Youth Sports Prog. (1 day clinics to multi-week leagues) (See Note 7)	\$ 5.00	\$ 5.00	\$ 75.00	\$ 10.00
Adult Leagues (Basketball, Softball, Football, Soccer, etc.)	\$ 35.00	\$ 250.00	\$ 400.00	\$ 25.00
Group Swimming Lessons (See Note 7)	\$ 5.00	\$ 45.00		\$ 10.00
Private Swimming Lessons	\$ 5.00	\$ 85.00		\$ 10.00
Public Swim - Youth Per Day		\$ 1.00		
Public Swim Season Pass - Youth	\$ 5.00	\$ 35.00		
Public Swim-Adults Per Day		\$ 2.00		
Public Swim Season Pass - Adult	\$ 5.00	\$ 80.00		
Recreation Class/Program (See Note 7)	\$ 5.00 to \$20.00	\$ 25.00	\$ 250.00	\$ 10.00
Drop-In Programs		\$ 2.00	\$ 25.00	
Field Trips	\$ 5.00 to \$25.00	\$ 5.00	\$ 400.00	\$ 10.00
Hosted Parties	\$ 25.00	\$5/guest	\$60/guest	
Special Event	\$ 25.00	\$ 100.00	\$ 250.00	

EQUIPMENT RENTALS/PURCHASE	Rental Fees			
	Hourly	Daily (min.)	Daily (max.)	Deposit
Movie Screen	\$ 100.00	\$ 300.00	\$ 800.00	\$ 300.00
Movie Licensing	Actual cost plus \$50.00			
Horseshoes - 2 pair		\$ 12.00	\$ 12.00	\$ 40.00
Baseball Bases (set)		\$ 25.00	\$ 25.00	\$ 40.00
Soccer Goals (set)		\$ 25.00	\$ 25.00	\$ 40.00
Volleyball Net		\$ 12.00	\$ 12.00	\$ 40.00
Chairs		\$ 0.50	\$ 0.50	\$ 50.00
Tables		\$ 5.00	\$ 5.00	\$ 50.00
T-Shirts (for purchase) \$15.00 (See Note 8)				

STAFF	Fees	
	Hourly	Overtime/Hr.
Movie Projectionist/Sound Tech. - 2 Required with Rental of Screen	\$18.32 each	\$27.48 each
After-School Program Staff	\$27.35 each	\$41.02 each
Clean-Up After Event (See Note 9)	\$27.35 each	\$41.02 each

NOTES

1. Indoor facilities have a minimum rental charge of 3 x the hourly rate, outdoor facilities (including the pool) have a minimum rental charge of 4 x the hourly rate unless otherwise noted.
2. Facility clean-up costing more than the General Deposit will be billed to the renter at hourly labor cost plus materials. All damages will be billed to the renter.
3. 50% of total rental fee (including admin. fee and deposit) is due at time of reservation; balance is due 45 days prior to event. Cancellation before 45 days prior to event is eligible for full refund minus admin. fee. Cancellations and reservations not paid in full 45 days or less prior to event are subject to loss of all funds deposited (50% of total rental including admin. fee).
4. Based on availability and the Parks Department Director's approval, certain community-based non-profit organizations may use Parks Department meeting rooms for business meetings at no charge
5. Non-City hosted tournaments are required to pay the City \$100 in addition to all other applicable charges.
6. Registered non-profits may be eligible for a 15% reduction of rental charges.
7. 2nd child in the household registered at the same time as the 1st child is eligible for a 10% reduction in activity fee (administrative fee not included). 3rd and subsequent children registered at the same time as the 1st and 2nd child are eligible for a 20% reduction in the activity fee.
8. Some programs (example T-ball) include a T-Shirt in the Program Fee. For programs not including a T-Shirt or for extra shirts the cost is \$15.00/ shirt.
9. Renters are expected to leave fields, picnic areas and facilities clean after their rental, renters may be charged a fee for excessive trash or other clean-up.
10. Applicable programs, when advertised as such, will have an early-bird registration period which will consist of a 10% reduction of fees for early registration.

ATTACHMENT 3:

Request Letter Authored by Marty Bitter, MUSD Director of Athletics



**DIRECTOR of ATHLETICS
MARTY BITTER**
martybitter@maderausd.org

**COORDINATOR OF
PHYSICAL ED. & ATHLETICS**
Jaime Brown
jaimebrown@maderausd.org

**ADMINISTRATIVE
ASSTISTANT**
Cristina Khan
cristinakhan@maderausd.org

ATHLETIC DIRECTORS

Madera High – John Fernandez
johnfernandez@maderausd.org
Administrative Assistant
Bianca Ramirez
biancaramirez@maderausd.org

Madera South - Andrea Devine
andreadevine@maderausd.org
Administrative Assistant
Amber Jaurique
amberjaurique@maderausd.org

Matilda Torres High School
Jordan Murphy
Jordanmurphy@maderausd.org
Administrative Assistant
Diana Flores
Dianaflores@maderausd.org

Thomas Jefferson – Scott Brown
scottbrown@maderausd.org

Desmond - Nick Burns
nickburns@maderausd.org

Martin Luther King - Alex Smith
alexandersmith@maderausd.org

**SUPERINTENDENT
Todd Lile**

11.28.23

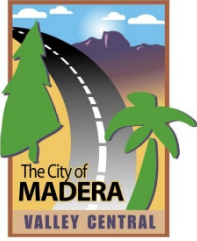
Greetings,

Madera Unified has long-standing relationships with the City of Madera and the Parks and Recreation Department. We have been so grateful that you have allowed us to use Town and Country Park for our MULES (Madera Unified League of Elementary Sports) Elementary Cross Country District Championships for as long as I can remember. We provide our students with a memorable experience on a course that their peers and our middle and high school students compete on.

We hope to apply for the fee waiver for our event-taking place on December 8, where over 800 of our elementary students from grades 4 - 8 will give their best effort to become a district champion. We want to begin setting up the park around 6:30 am and will conclude at approximately 1:00 pm. We will not need road closures or security for this event, as Madera Unified provides that. We also do our best to leave the park free of trash by giving each of our schools' trash bags for their lunches and drinks to be put into.

Please consider our request, and again, thank you so much for all you have provided for us in the past.

**Thank you,
Marty Bitter, Director of Athletics
Madera Unified School District**



REPORT TO CITY COUNCIL

Approved by: Michael Lima
Michael Lima, Director of Financial Services

Council Meeting of: December 6, 2023

Agenda Number: B-4

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchases

RECOMMENDATION:

Adopt a Resolution approving Sourcewell piggyback agreements for the purchase of a Chip Truck with Aerial Boom for \$199,998.91 from 72 Hour LLC and a Ball Field Groomer from the Toro Company for \$37,597.90

SUMMARY:

The Fiscal Year (FY) 2023/24 Adopted Budget for the Fleet Replacement Program (Org Unit 3070-1250), approved by the Council on August 24, 2023, included appropriations for equipment, notably two items for the Parks Department: a chip truck with an aerial boom and a ball field groomer. Staff recommends employing the piggyback process for the acquisition of these assets due to its advantageous nature. Leveraging existing contracts from other agencies enables streamlined procurement, ensuring cost-effectiveness, compliance, and adherence to standards.

DISCUSSION:

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.

The Fleet Division consistently engages in purchasing various commodities throughout the year essential for its daily operations, ranging from vehicles and equipment to miscellaneous goods and services. Given the diversity and volume of procurements managed by the Fleet Division, it is well-suited to efficiently utilize the piggyback procurement process.

In line with this framework, staff recommends leveraging the Sourcewell piggyback purchase agreement to acquire a chip truck with an aerial boom and a ball field groomer. These assets are intended for utilization by the Parks Department, facilitating tree trimming/removal operations and the maintenance of baseball fields.

The Sourcewell agreement aligns with the criteria specified in the ordinance and presents an optimal opportunity to procure necessary equipment efficiently and effectively.

FINANCIAL IMPACT:

The purchases under the recommended cooperative purchase agreement will be made from the Fleet Acquisition Program (Org 3070-1250). These purchases are budgeted in the 2023/2024 fiscal year budget.

ALTERNATIVES:

An alternative to the piggyback process involves the direction of staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors on a per-item basis or the issuance of separate RFPs per item. While these alternatives are feasible, it's important to note that they would necessitate significant staff resources and entail an uncertain outcome regarding the competitiveness of prices obtained compared to those secured through piggybacking.

Choosing this alternative approach would likely require extensive staff dedication, time, and resources for the preparation, administration, and evaluation of RFPs. However, there remains no guarantee that the prices obtained through this process would surpass those acquired through the piggybacking method.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchases
2. Sourcewell contract with 72 Hour, LLC.
3. Sourcewell contract with Toro Company

RESOLUTION NO. _____

**RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT FOR
THE PURCHASE OF A CHIP TRUCK WITH AERIAL BOOM AND A BALL FIELD
GROOMER**

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 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 added Title II Section 4 Purchasing Procedures to City's Municipal Code; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures 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 a piggyback purchase through Sourcewell best meets the City's interests.

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.
3. The Council approves the Sourcewell piggyback agreements for purchase of the following:
 - a. Chip truck with aerial boom from 72 Hour LLC, dba National Auto Fleet Group, in the amount of \$199,998.11
 - b. Ball field groomer from The Toro Company in the amount of \$37,597.90
4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the Soucewell agreements and California law, and subject to approval as to legal form by the City Attorney.
5. This Resolution shall take effect immediately upon its adoption.

* * *

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

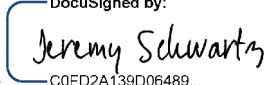
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

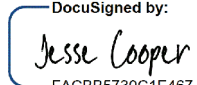
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*
----	---	--	---

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram, Jeep, Dodge, Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
74	Vans	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☒	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☒	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☒	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☒	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☒	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☒	1

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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 disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this 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.

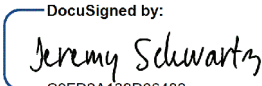
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

031121-TTC

Sourcewell

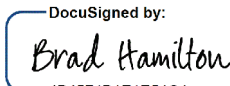
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:24 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/29/2021 | 4:31 PM CDT

The Toro Company

DocuSigned by:

By: 4B4574B1E1E54C4...
Brad Hamilton
Title: Group VP
Date: 4/29/2021 | 4:07 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company

Does your company conduct business under any other name? If yes, please state: Toro

Address: 8111 Lyndale Avenue South
Bloomington, MN 55420

Contact: Jon Stodola

Email: jon.stodola@toro.com

Phone: 612-597-3224

Fax: 612-597-3224

HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53

Submitted On: Wednesday March 10, 2021 16:49:38

Submitted By: Jon Stodola

Email: jon.stodola@toro.com

Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6

Submitter's IP Address: 76.113.144.182

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company	*
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420	*
3	Proposer website address:	www.toro.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land. Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere. Our Mission: To deliver superior innovation and to deliver superior customer care. For more information, visit www.toro.com.
8	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details. In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacture. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training. Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada. For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
-----------	----------	------------

16	Describe any relevant industry awards or recognition that your company has received in the past five years	a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years. b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery. c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers. i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff. j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.	
17	What percentage of your sales are to the governmental sector in the past three years	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location. Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%	*
18	What percentage of your sales are to the education sector in the past three years	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.
24	Dealer network or other distribution methods.	Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.
25	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it. Distributor response time: Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote. Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contract to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract. See the attached (Toro Marketing Samples) file for examples.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquiries directly about The Toro Company to Toro in order for The Toro Company to convert that inquiry into a sale. b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes. Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment. Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following: - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! Additional training and reference materials found on Toro.com or in myTurf@toro.com
37	Describe any technological advances that your proposed products or services offer.	★ = Toro exclusive features GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting. - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance - o Double A-Arm ★ plus Link-System Suspension for superior contour-following - o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision - o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile - o ★ "Slow-in-Turn" feature minimizes turf scrubbing that can occur during turn arounds - o ★ Tool-Free, Quick-Change cutting units - o ★ Lift-Gate Footrest for easy access to the center cutting unit Greensmaster Walk greens mowers (flex & fixed head) - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours! EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut. myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thetorocompany.com/sustainability/sustainability-endures Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with IDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim. When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following: - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level. Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details. For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment. In Canada, Toro's distributors hold direct relationships with financial institutions. As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer. Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock. For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer. For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	• Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer. For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
68	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☒ Yes ☐ No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job. Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours! EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut. DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Exceptions to Terms, Conditions, or Specifications Form

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

AMENDMENT #1 TO CONTRACT # 031121-TTC

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate:
<https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro's products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 10/29/2021 | 3:14 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT

The Toro Company

DocuSigned by:
By: Brad Hamilton
Brad Hamilton

Title: Group Vice President

Date: 10/29/2021 | 3:00 PM CDT



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
www.thetorocompany.com

May 12, 2022

Sourcewell
Contract# 031121-TTC-TTC
Andy Campbell, Supplier Development Supervisor
202 12th Street NE
Staples, MN 56479

Dear Mr. Campbell,

Due to unprecedented increases in commodity costs and extreme volatility in component availability and pricing related to all aspects of manufacturing logistics, we find it necessary to modify and provide clarity to our responses related to the following questions:

Table 10: Payment Terms and Financing Options

Line Item 51

Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity will process the Sourcewell participating entities' purchase orders.

Change response to:

Sourcewell participating entities will work directly with Toro's authorized local distributors/dealers to identify product options, availability, and receive initial pricing quotation.

Toro will communicate to its distributors/dealers that the following statement is to be provided on all quotations: "Pricing may be subject to change between the original order date and the delivery date." In addition, Toro suggests the same language to be included in the Sourcewell participating entity's PO or order agreement.

Prior to delivery, the distributor/dealer may reach out to the participating entity with updated pricing. The updated pricing will not exceed the category discounts off of current MSRP reflected at the time of delivery. At this time, the participating entity may accept the updated pricing and continue with the order or cancel the order without penalty.

Sourcewell participating entities may contact Toro (or Sourcewell) at any time to verify a specific distributor/dealer and/or confirm pricing provided by the local distributor/dealer. Entities may also confirm authorized distributors/dealers online at www.toro.com/locator.

After the order is complete, the local Toro distributor/dealer will deliver the product(s) to the participating entity and provide an invoice requesting payment. All quoting, billing, setup, delivery and ongoing maintenance of the equipment will be handled by the local distributors/dealers.

Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers will be required to submit documentation to

ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell and for Sourcewell participating entities.

Table 11: Pricing and Delivery

Line Item 53

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.

Change response to:

Product-category discounts off of current MSRP as reflected at the time of delivery will apply as described in items 54-60.

Toro will communicate to its dealers and distributors that the following statement is provided on all quotations "Pricing may be subject to change between original order date and delivery". In addition, Toro suggests the same language to be included in the Sourcewell participating entity's PO or order agreement. The updated pricing will not exceed the category discounts off of the current MSRP as reflected at the time of delivery.

In Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of delivery (exchange rate based on the monthly average published rate at the time of delivery, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.

Bank of Canada – Monthly Exchange Rate:

<https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>

Line Item 54

Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.

No changes to previously amended response

Line Item 55

Describe any quantity or volume discounts or rebate programs that you offer.

No changes to previously amended response

Line Item 56

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

No changes to previously amended response

Line Item 57

Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified

as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Change response to:

Toro's authorized distributors/dealers may include setup fees – not to exceed 5% of the total product cost, plus up to an additional 5% for cab-unit setups. Setup fees must be identified as a separate line-item on the quotation.

In addition, due to unprecedented market conditions it may be necessary for Toro, or our local distributors/dealers to implement temporary surcharges to offset the volatility of material and/or transportation costs. Surcharge requests will be sent through a Price and Product Change Request Form to the assigned Sourcewell Contract Administrator for approval.

Line Item 58

If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.

Change response to:

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 5% of the total product cost.

Line Item 59

Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.

Change response to:

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 5% of the total product cost; freight not to exceed actual pass-through costs. Freight and delivery fees must be identified as a separate line-item on the quotation.

Line Item 60

Describe any unique distribution and/or delivery methods or options offered in your proposal.

No changes to original response

For any material changes requiring signature, please direct them to:

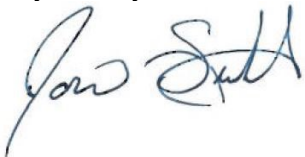
Brad Hamilton

Group President

Brad.Hamilton@toro.com

952-887-8815

Thank you for your assistance.

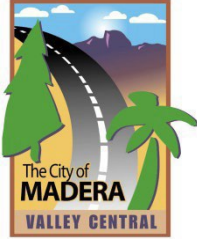


Jon Stodola, CSE

Regional Business Manager – Government Contracts

Jon.Stodola@Toro.com

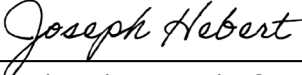
612.597.3224



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: December 6, 2023



Joseph Hebert, Parks & Community Services Director

Agenda Number: B-5



Arnoldo Rodriguez, City Manager

SUBJECT:

Co-Locator Lease Agreement with Teaching Fellows

RECOMMENDATION:

Adopt a Resolution Approving a Two-Year Co-Locator Lease Agreement between the City of Madera and California Teaching Fellows Foundation for the Occupation and Use of Facilities at the John Wells Youth Center and Authorize the Mayor to Execute the Co-Locator Lease Agreement and amendment with MUSD to effectuate the same.

SUMMARY:

On August 16, 2023, the Council approved a two-year Co-Locator Lease Agreement between the City of Madera and Madera Unified School District (MUSD) for the occupation and use of facilities at the John Wells Youth Center (JWYC).

MUSD wished to lease office space for several staff members, including the Expanded Learning Program Coordinator Expanded Learning Program Manager, the Director of Athletics and Community Affairs, and two Administrative Assistants. It is MUSD's request that additional staff, from the California Teaching Fellows Foundation (Teaching Fellows) have regular access to office space at the JWYC. Upon additional research, it is advisable that the City establish a direct agreement between the City and Teaching Fellows. This recommendation is rooted in the existing agreement between the City and MUSD. The terms of the agreement explicitly delineate MUSD's constraints regarding subleasing any portion of the granted facilities under the current agreement. Consequently, to align with the stipulations outlined in the agreement with MUSD and to ensure clarity in contractual obligations, it is advised to pursue a separate agreement directly between the City and Teaching Fellows.

This approach aims to maintain compliance with existing agreements while facilitating a mutually beneficial arrangement with Teaching Fellows. Authority is also being sought from Council to clarify the MUSD lease to allow for Teaching Facilities to be a co-locator with MUSD.

DISCUSSION:

MUSD approached the City earlier this year, requesting the possible leasing of office space at the JWYC. After considering current City staff utilization and MUSD needs, City staff identified the best course would be to lease the first-floor offices of the JWYC to MUSD. The first floor of the JWYC has four offices, a staff break room, a copy room, and a restroom. The second floor of the JWYC has seven offices, including the PCS Department Director office; sufficient to house City staff. City staff would continue to staff the first-floor reception area to welcome visitors. The monthly leasing fee to be paid by MUSD was set at \$1,719.17.

After approval of the original agreement, MUSD made a subsequent request. MUSD has expressed an interest in accessing the leased space by staff from Teaching Fellows. This request is part of their ongoing collaboration within the After School Program (ASP), a partnership that has been established and maintained between MUSD and Teaching Fellows over the past years.

Teaching Fellows was founded at California State University Fresno in 1999 after faculty recognized a need to provide pre-service work experience to undergraduate college students pursuing a career in education. On-site experience, ongoing professional development, and personalized tutoring were the original Teaching Fellows formula, and those principles live on today. In 2006, Teaching Fellows became a 501(c)(3) non-profit corporation, and in the last 20 years, the program has evolved to include future teachers and community members who share the same principles of making an impact in the lives of youth. Teaching Fellows serves the six counties of Fresno, Kings, Madera, Merced, Sacramento, and Tulare.

Like previously mentioned, in Madera, Teaching Fellows primarily supports MUSD with the ASP. MUSD has indicated it has four Teaching Fellows staff members whom they wish to have access to JWYC regularly, accessing the current leased office space by MUSD. Due to the regular access to the JWYC being requested for these Teaching Fellows staff members, who are not MUSD staff members, the City's risk management staff assessed the situation as best addressed with a direct agreement between the City and Teaching Fellows to memorialize the agreement. In addition, the MUSD and City agreement explicitly states MUSD is not allowed to sublease all or any part of the leased space they have been granted.

MUSD has identified Teaching Fellows staff with regular access to the JWYC as one Senior Site Liaison and three Site Liaisons. Per MUSD, Teaching Fellows staff would typically work Tuesday and Thursday mornings out of the JWYC leased space that MUSD is responsible for. There is no additional lease space being proposed or requested. There are also no fees being requested from Teaching Fellows in addition to the fees MUSD is currently responsible for.

As part of the agreement between the City and Teaching Fellows, Teaching Fellows is responsible for all necessary repairs to the leased space they share with MUSD. Finally, the current lease

with MUSD will need to be clarified to recognize that Teaching Fellows will be a co-locator at the leased facilities.

FINANCIAL IMPACT:

Approval of the Co-Locator Lease Agreement between the City and Teaching Fellows holds no new financial implications. The previously agreed-upon rate of \$1,719.17 per month with MUSD remains unchanged. This stability in financial terms ensures that the agreed-upon lease rate will persist without any additional impact on the City's finances.

ALTERNATIVES:

The Council may choose not to approve this agreement, which would consequently prevent Teaching Fellows' staff, in conjunction with MUSD from conducting business out of the JWYC. This potential decision could impact the collaborative efforts and initiatives previously discussed.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 – Co-Locator Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center

ATTACHMENT 1

Resolution – Approving Two-Year Lease Agreement Between City and California Teaching
Fellows Foundation for the Use of the John Wells Youth Center

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A TWO-YEAR LEASE AGREEMENT BETWEEN CITY
AND THE CALIFORNIA TEACHING FELLOWS FOUNDATION FOR THE USE OF
THE JOHN WELLS YOUTH CENTER**

WHEREAS, the City of Madera (City) owns and operates the John W. Wells Youth Center (JWYC) located at 701 East 5th Street; and

WHEREAS, the JWYC is a 25,000 square foot recreation center featuring a full gymnasium, game lounge, crafts center, library, dance room, music studio, and teen lounge; and

WHEREAS, on August 16, 2023, Council approved a two-year Co-Locator Lease Agreement between the City and Madera Unified School District (MUSD) for access of portion of the JWYC; and

WHEREAS, MUSD requested lease access also be granted to staff members of the California Teaching Fellows Foundation (Teaching Fellows), as several staff would be conducting work regularly out of the JWYC; and

WHEREAS, MUSD has a partnership with Teaching Fellows, pertaining to the After School Program; and

WHEREAS, the City sees best fit to have a direct agreement with Teaching Fellows for their utilization of the JWYC leased space Teaching Fellows will occupy; and

WHEREAS, Teaching Fellows would be leasing usage of a total of 944.16 square feet; and

WHEREAS, there is no monthly lease agreement cost; and

WHEREAS, the Co-Locator Lease Agreement would be in place for two years; and

WHEREAS, the Co-Locator Lease Agreement is in the best interest of the City, teaching Fellows, MUSD, and the residents of Madera.

WHEREAS, the City Council also desires to authorize amendment of the current lease with MUSD to clarify that Teaching Fellows will be a co-locator at the leased facilities.

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

1. The foregoing recitals are true and correct.
2. The City Council approves the Co-Locator Lease Agreement with California Teaching Fellows Foundation for the occupation and use of facilities at the John Wells Youth Center, attached hereto as Exhibit 1 and incorporated by reference. Said approval is contingent upon MUSD entering into an amendment of its current lease to expressly acknowledge and agree that Teaching Fellows will be a co-locator at the leased facilities. The Mayor is authorized to execute such an amendment with MUSD subject to approval as to legal form by the City Attorney.
3. This Resolution is effective immediately upon adoption.

* * * * *

CO-LOCATOR LEASE AGREEMENT BETWEEN THE CITY
OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT
FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN
W. WELLS YOUTH CENTER

This Agreement is made this _____th day of _____, 2023, by and between the City of Madera, hereinafter referred to as "City," and California Teaching Fellows Foundation, hereinafter referred to as "Co-Locator".

RECITALS:

1. The City has constructed and owns the John W. Wells Youth Center (the "Center") located at 701 E. 5th Street, Madera, CA.
2. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of Madera and their families.
3. Provisions were made in the planning, design, and construction of the Center for office, meeting, and workspace that could be made available to non-City agencies such as Co- Locator providing desired services to youth in the City.
4. Madera Unified School District (MUSD) has a current agreement with the City for the lease and use of portions of the site. MUSD has requested that Co-Locator also be allowed to use and lease the facilities also being leased by MUSD.
5. Said Co-Locator shall provide direct services, programming, advocacy, or other activities that benefit the youth of the City of Madera.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and Co-Locator as follows:

I. PURPOSE:

Co-Locator desires to occupy and use certain real and personal property ("Facilities") located at 701 East 5th Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Co-Locator to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease (“Term”) shall be for a period commencing on August 23, 2023, and ending on August 23, 2025, for a total Term of (24) months.

III. FACILITIES:

The Facilities to be leased at the Center shall include:

- a. 1 Admin Area, Suite 106, for a total of 158.97 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- b. 1 enclosed office, Suite 108, for a total of 245.19 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- c. 1 enclosed office, Suite 109, for a total of 200 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- d. 1 enclosed office, Suite 115, for a total of 170 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- e. 1 enclosed office, Suite 116, for a total of 170 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).

In addition, the rental includes shared or conditional use of certain other facilities of the Center as specified in the Rental Conditions Sub-Agreement (**Attachment B**).

IV. PERMITTED USE:

Co-Locator shall use the Facilities solely and exclusively for activities related to the education, recreation, or well-being of the City’s youth and/or their families in accordance with the mission and purpose of the John W. Wells Youth Center. The City of Madera agrees to allow Co-Locator the use of the leased Facilities described herein (along with MUSD or any other approved Co-Locator), and reasonable use of the common areas as described in **Attachment B**. Reasonable use shall be determined by the sole judgment of the City.

Any other use of the leased Facilities, common areas, or grounds of the Youth Center, including the Centennial Pool Complex and Centennial Park, must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public; clients; neighbors; City employees, contractors and volunteers; and any other Youth Center co-locator or tenant.

- b. Any activity that is in violation of Local, State, or Federal law, or City administrative policy.
- c. Profit making or fundraising activities without prior approval and consent of the City.
- d. Political activities of any kind.
- e. Activities that may damage any finish, surface, landscape, fixture, or equipment of the building or grounds.
- f. Storing, manufacturing, or selling any inherently dangerous or illegal substances, chemicals, things, or devices.
- g. Any activity or practice that discriminates on the basis of gender, sex, race, color, ethnicity, ancestry, national origin, age, marital status, pregnancy, religious creed, sexual orientation, medical condition, political affiliation/opinion, Veteran's status, or disability.

V. ACCESS:

Co-Locator shall have access to their leased Facilities to perform general administrative responsibilities during the Center's regular open hours (seasonably variable). As a condition of this Agreement, Co-Locator agrees to adhere to all requirements of the City's Youth Center Opening and Closing Procedure (**Attachment C**).

It is understood by all parties that normal programming and operation of the Center shall have priority over Co-Locator's use of the Facilities and/or common areas. The Co-Locator may be charged an hourly rate (including travel time) for Emergency call-out of City employees outside of normal operating hours.

VI. COMMON AREAS:

Co-Locator shall have reasonable access to those common areas of the Center described in **Attachment B**. Co-Locator agrees to cooperate with the City and other tenants to achieve efficient scheduling and equitable use of common areas.

VII. PUBLIC EVENTS AND GATHERINGS:

If Co-Locator proposes to host a public event/gathering at the Center, Co-Locator shall make such request in writing on a City reservation form at least 7 days prior to the event. Co-Locator agrees to abide by all requirements of the Center Rental and Use Policy (**Attachment D**)

for Public Events and Gatherings. Use of the Center for gatherings is on a first-come, first-served basis subject to the right of City to determine all use of the Center solely in the judgment of the City. Fees collected by the City for Center use may be waived with the approval of the Director of Parks and Community Services, if no City staff time or resources are involved in the event beyond administratively documenting the reservation and use of the facility itself. In such instances, Co-Locator will be solely responsible for building opening, building closing, and cleaning of the utilized space and restrooms, including restocking of restroom supplies and any other City-purchased supplies used during the event.

VIII. PARKING:

During the term of this Lease, Co-Locator shall have the non-exclusive use in common with City, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and paths of travel, subject to rules and regulations for the use thereof as prescribed from time to time by City. Parking is extremely limited at the facility and Co-Locator shall not be provided reserved parking spaces. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Co-Locator and Co-Locator's agents and employees. City reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. BUILDING RULES:

Co-Locator will comply with the rules for use of the Center as adopted and amended by City from time to time and will cause all of its agents, employees, invitees, and visitors to do so. Changes or amendments to such rules will be sent by City to Co-Locator in writing. The initial rules for use of the Center are attached hereto as **Attachment E** and incorporated herein for all purposes.

X. FEES:

Fixed Fees. There are no fixed fees associated with the execution of this lease agreement.

XI. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Co-Locator of its obligations hereunder, City will keep and maintain Co-Locator in exclusive, quiet, peaceable and

undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the term of this Lease. Notwithstanding, Co-Locator expressly understands that this provision does not apply to use by MUSD or other approved co-locator of the leased Facilities.

XII. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Co-Locator shall account for lease payments as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XIII. SUBORDINATION:

Co-Locator accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Co-Locator agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Co-Locator agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Co-Locator should fail to execute any instrument of subordination herein required to be executed by Co-Locator promptly as requested, Co-Locator hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Co-Locator's name, place and stead, it being agreed that such power is one coupled with an interest. Co-Locator agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Co-Locator alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XIV. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Co- Locator shall be responsible for paying all personal property taxes with respect to Co-Locator's personal property at the leased Facilities.

XV. SUBLEASE AND ASSIGNMENT:

Co-Locator shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part.

XVI. REPAIRS:

During the Lease term, Co-Locator shall make, at Co-Locator's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Prior to occupancy, City and Co-Locator will walk through the facility together and document the condition of the leased area using digital video.

XVII. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Co-Locator may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Co-Locator shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Co-Locator at the commencement of the Lease term or placed or installed on the leased Facilities by Co-Locator thereafter, shall remain Co-Locator's property free and clear of any claim by City. Co-Locator shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Co-Locator at Co- Locator's expense. Failure by Co-Locator to remove any such property, fixtures or installations

from the Facilities upon termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Co-Locator's expense or take possession of such property.

XVIII. SIGNS:

No signage will be allowed to be attached to the building.

XIX. DISCRIMINATION:

Co-Locator will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, sex, race, color, ethnicity, ancestry, national origin, age, marital status, pregnancy, religious creed, sexual orientation, medical condition, political affiliation/opinion, Veteran's status, or disability.

XX. CONFIDENTIALITY:

Co-Locator shall comply with all Federal, State, and County laws related to the confidentiality of information. Co-Locator shall not publish, disclose, use, or permit or cause to be published, disclosed, or used confidential information pertaining to an individual or recipient without their express written permission.

XXI. MAINTENANCE:

City shall provide ordinary maintenance, lighting, and janitorial services to the Center. City shall maintain improvements to the Center and the premises and repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Co-Locator or any persons in or about the premises with the expressed or implied consent of Co-Locator. The lease payment payable by Co-Locator pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Co-Locator until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Co-Locator or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

Co-Locator shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Co-Locator beyond the basic janitorial service provided by City. Notwithstanding anything in this section to the contrary, Co-Locator agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Co-Locator. It is the responsibility of Co-Locator to report any damage to relevant space or equipment. Damage shall be reported to City staff immediately to facilitate timely repair for others to use.

XXII. DAMAGES:

Co-Locator agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Co-Locator or the agents, officers, members, partners, clients, volunteers, event participants, and/or employees of Co-Locator. If the leased Facilities, or any part thereof or any appurtenance thereto, is so damaged by fire, casualty or structural defects that the same cannot be used for Co-Locator's purposes, then Co-Locator shall have the right within ninety (90) days following damage to elect by written notice to City to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Facilities not caused by the acts or omissions of Co-Locator or the agents, officers, members, partners, clients, volunteers, event participants, and/or employees of Co-Locator which does not render the Leased Premises unusable for Co-Locator's purposes, City shall promptly repair such damage at the cost of the City. In making the repairs called for in this paragraph, City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Co-Locator shall be relieved from paying lease payments and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Co-Locator's purposes. Lease payment(s) and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Co-Locator.

XXIII. ENTRY BY CITY:

Co-Locator shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services

Director or his/her designee. Otherwise, City will provide Co-Locator with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Co-Locator's business.

XXIV. INDEMNIFICATION:

Co-Locator shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Co-Locator's performance of its obligations under this agreement or out of the operations conducted by Co-Locator, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Co-Locator's performance of this agreement, the Co-Locator shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

XXV. INSURANCE:

Co-Locator shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Co-Locator's operation and use of the Facilities. The cost of insurance shall be borne by the Co-Locator. Should Co-Locator reserve common areas of the facility for its sole use pursuant to Section VII of this Agreement, City reserves the right to require specific event insurance separate and above the below requirements based on the nature of the event, anticipated number of participants, and planned activities.

- a. Minimum Scope and Limits of Insurance. Co-Locator shall maintain limits no less than:
 - i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, and sexual abuse and molestation coverage with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- ii. \$2,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 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.
- iii. Worker's Compensation as required by the State of California.
- iv. \$1,000,000 Employer's Liability per accident for bodily injury or disease.

b. Maintenance of Coverage

Co-Locator 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 Co-Locator, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance

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

d. 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.

e. 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 Co-Locator, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Co-Locator 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.

f. Enforcement of Contract Provisions (non estoppel)

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

g. 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 Co-Locator maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Co-Locator.

h. Notice of Cancellation

Co-Locator 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.

i. 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.

j. Timely Notice of Claims

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

k. **Additional Insurance**

Co-Locator 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.

XXVI. **MISCELLANEOUS:**

The undersigned hereby acknowledges that he/she has read and fully understands the terms. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

XXVII. **CONTINGENT UPON APPROVAL:**

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXVIII. **OTHER DOCUMENTS:**

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXIX. **EXECUTION BY FACSIMILE OR IN COUNTERPARTS:**

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXX. **NOTICES:**

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera

205 W. Fourth Street
Madera, CA 93637

To Co-Locator:

California Teaching Fellows Foundation
575 E. Locust #302
Fresno, CA 93720

XXXI. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXXII. TERMINATION:

City may, by written notice to Co-Locator, terminate this lease in whole or in part at any time, by notice in writing to Co-Locator or its officers or agents, whether for City's convenience or because of the failure of Co-Locator to fulfill the obligations herein. Upon receipt of written notice, Co-Locator shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Co-Locator from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Co-Locator provided herein.

XXXIII. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXXIV. WAIVER:

No waiver of any default of City or Co-Locator hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Co-Locator shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXV. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Co-Locator and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at
Madera, California, the day and year first above written.

City OF MADERA

Co-Locator

By: _____

Mayor, Santos Garcia

By: _____

ATTEST:

By: _____

Printed Name

By: _____

Alicia Gonzalez

City Clerk

Title: _____

APPROVED AS TO FORM:

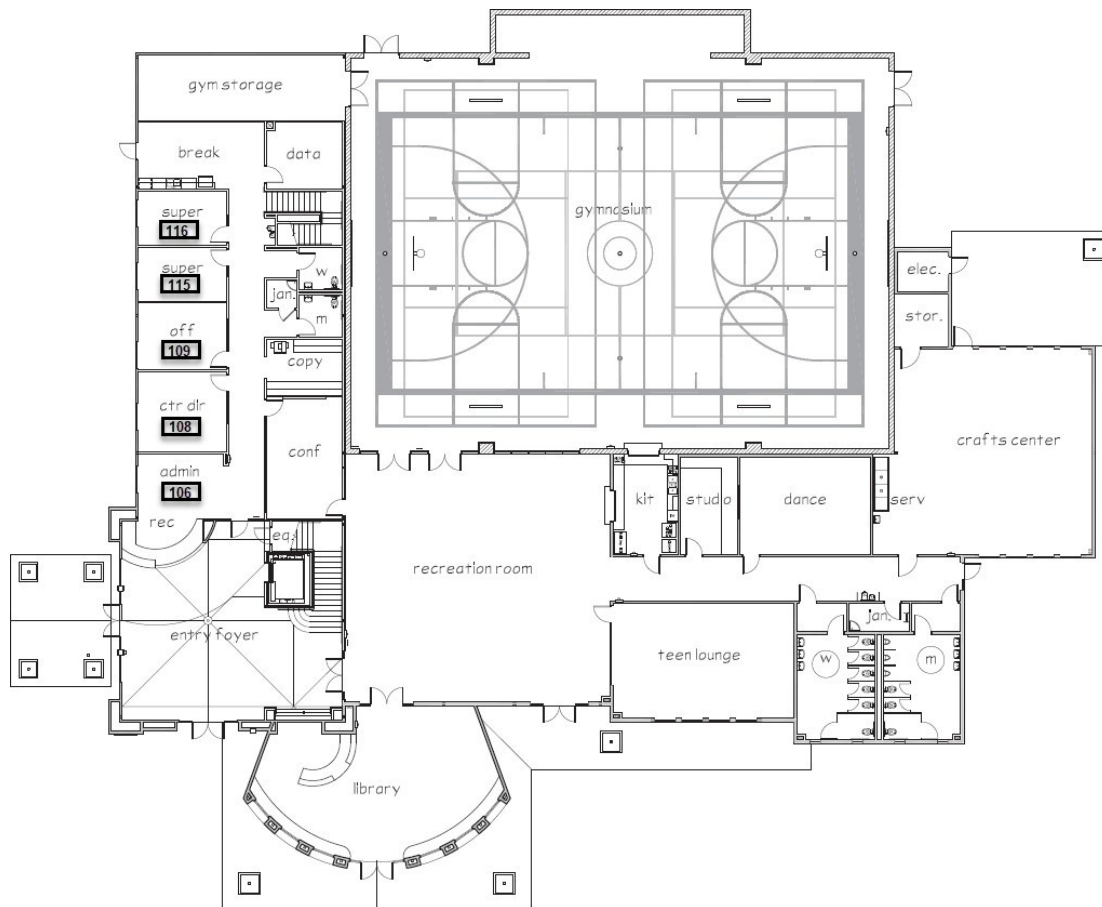
By: _____

City Attorney

ATTACHMENT A CO-LOCATOR SUB AGREEMENT PROPERTY LOCATION

Co-Locator agrees that the property layout illustrated herein is for the use of the co-locator in accordance with all terms of the main agreement.

Furniture is included in agreement.

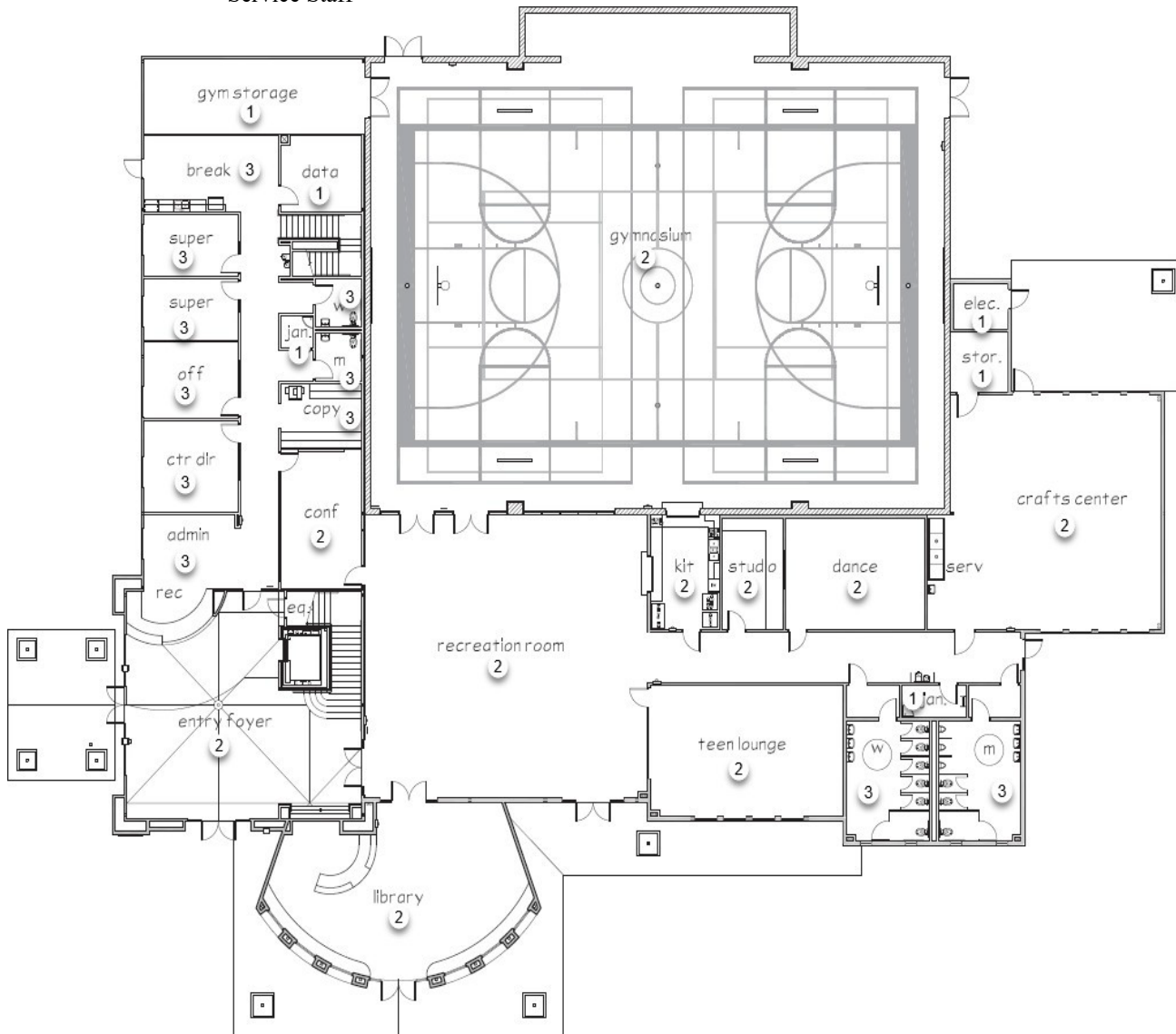


ATTACHMENT B-1
CO-LOCATOR SUB AGREEMENT
USE OF COMMON AREAS 1ST FLOOR

Co-Locator agrees to abide by the terms of use for common areas as described herein and to adhere to City of Madera Parks and Community Services procedures for communication and scheduling.

Restricted use, City Staff only

Use permitted with pre-approval and
scheduling from Parks and Community
Service Staff



ATTACHMENT C
JOHN W. WELLS YOUTH CENTER
OPENING/CLOSING PROCEDURES FOR CO-LOCATORS

Co-locators have no responsibility for opening procedures if they arrive at the building concurrent with, or after City staff during regular operating hours (M-F 8:00 am – 5:00 pm). Similarly co-locators have no responsibility for closing procedures if they leave the building concurrent with, or before City staff during regular operating hours.

At all other times the co-locator is responsible for the following at a minimum:

1. Enter only through the lobby front-entrance door adjacent to the main parking lot.
2. Deactivate the alarm immediately upon entering.
3. Make sure that the entrance door remains locked to prevent unauthorized entry.
4. Confine activities as much as possible to the first floor administration area.
5. Do not enter into the Recreation Room or beyond without prior approval from staff.

If the co-locator is the last one to leave the administration portion of the building, they are responsible for the following:

1. Ensure copy machines, and other equipment is turned off.
2. Make sure that all interior doors in the administration area are closed.
3. Make sure that all exterior doors are locked.
4. Aate the alarm immediately before exiting.

ATTACHMENT D

Center Rental and Use Policy

City of Madera

Parks & Community Services

701 E. 5th Street, Madera, CA 93638 P: (559) 661-5495 W: www.madera.gov



Facility Use Reservation Policy

CITY OF MADERA
FACILITY USE & RESERVATION POLICY

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGES</u>
FACILITIES	
I. INTRODUCTION & FACILITIES.....	3
II. FACILITY USE AND RESERVATION POLICY 4.....	8
A. ADMINISTRATIVE RESPONSIBILITY.....	4
B. FACILITY AVAILABILITY/FEES 4.....	6
B-1 Pan-American Community Center 4.....	5
B-2 Frank Bergon Senior Center.....	5
B-3 Rotary Youth Hut.....	6
C. FACILITY RENTAL HOURS.....	6
D. RESPONSIBILITIES OF THE RENTERS 6.....	7
E. INSURANCE.....	7
F. SECURITY.....	7
G. ALCOHOL BEVERAGES.....	7
H. SMOKING.....	7
I. ONGOING FACILITY USE 7.....	8
J. PARKING.....	8
K. FAILURE TO COMPLY.....	8
L. PERMIT REVOCATION.....	8
M. APPEALS, SUSPENSION OF RULES.....	8
III. TERMS AND CONDITIONS OF USE 9.....	10
A. RESERVATION PROCEDURES.....	9
B. KITCHEN.....	9
C. DECORATIONS.....	9
D. CUSTODIAL.....	9
E. FACILITY AIDE.....	9
F. USE OF EQUIPMENT.....	10
G. AMPLIFIED SOUND.....	10
IV. GROUP CLASSIFICATION.....	10
A. NON-PROFIT ORGANIZATIONS.....	10
B. GENERAL PUBLIC.....	10

CITY OF MADERA

Facilities Use and Reservation Policy

Reservation applications may be obtained from the Madera Parks & Community Services Department,
701 East 5th Street, Madera, Ca 93638
Phone: (559)661-5495 Website: www.madera.gov

I. INTRODUCTION & FACILITIES

The Madera Parks & Community Services Department has an ideal facility for your next gathering. The Pan-American Community Center and the Frank A. Bergon Senior Center accommodate larger groups and have been the sites of many wedding receptions, anniversary parties, birthday parties and other festive functions. The Rotary Youth Hut offers a more intimate setting for smaller gatherings and meetings.

Pan-American Community Center

703 E. Sherwood Way

Madera, Ca. 93638

(559)661-2095 -Pan American Community Center

(559)661-5495 -Reservations/ Information

Multipurpose Room - 350 Maximum Capacity

Warming Kitchen, Stage, Patio.

Senior Room - 90 Maximum Capacity

Warming Kitchen and Patio.

Frank A. Bergon Senior Center

238 S. "D" Street

Madera, Ca. 93638

(559)673-4293 -Frank Bergon Center

(559)661-5495-Reservations /

Information Maximum

Capacity- 100 Warming Kitchen

Rotary Youth Hut

113 S. "Q" Street

Madera, Ca. 93637

661-5495 -Reservations / Information

50 - Maximum Capacity

II. FACILITY USE AND RESERVATION POLICIES

A. Administrative Responsibility

The Madera Parks & Community Services Department approves and administers the rental of the Pan-American Community Center, Frank Bergon Senior Center, and the Rotary Youth Hut in accordance with the general policy set forth.

B. Facility Availability

Rental hours for City of Madera facilities are as follows:

B-1 Pan-American Community Center

703 E. Sherwood Way, Madera, CA 93638

(559)675-2095 - Pan-American Community Center

(559)661-5495 -Reservations/Information

Saturday & Sunday	10:30 a.m. -1:00 a.m. (early entry as early as 8:00 a.m.)
Monday - Friday	By arrangement, if hours do not conflict with City of Madera operated programs.

Amenities: Gym, patio, kitchen (warming only), restrooms, electrical outlets, tables, chairs, and parking.

Gym: Seating 350 Maximum Capacity

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$110 (3 hr. min.)	\$670
Kitchen		\$135
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$200
Cleaning/Security Deposit (alcohol)		\$500
Administrative Fee (non-refundable)		\$ 25

Non-Profit Organization

Facility use without kitchen	\$93.50 (3 hr. min.)	\$569.50
Kitchen		\$134
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$100
Cleaning/Security Deposit (alcohol)		\$250
Administrative Fee (non-refundable)		\$ 25

Multi-purpose Room: Seating 90 Maximum Capacity

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$50 (3 hr. min.)	\$200
Kitchen		\$ 40
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$150

Cleaning/Security Deposit (alcohol)	\$250
Administrative Fee (non-refundable)	\$ 25

Non-Profit Organization

Facility use without kitchen	\$42.50 (3 hr. min.)	\$170
Kitchen		\$ 40
Alcohol Surcharge (non-refundable)		\$250
Cleaning/Security Deposit (non-alcohol)		\$100
Cleaning/Security Deposit (alcohol)		\$250
Administrative Fee (non-refundable)		\$ 25

Requirements when alcohol is present at the Pan-American Community Center:

- **1 bonded security guard for every 50 people.**
- **Liability insurance in the amount of \$1,000,000 (1 million) with the City of Madera, 701 E. 5th Street, Madera, CA 93638, as additionally insured.**
- **Insurance must indicate host liquor.**
- **Following verbiage must be included on the Declaration/Endorsement page, "The City of Madera and its officers, officials, employees, and agents".**

B-2 Frank Bergon Senior Center

238 South D Street

Madera, CA 93638

(559)673-4293 - Frank Bergon Senior Center

(559)661-5495 -Reservations/Information

Saturday & Sunday 10:30 a.m. -1:00 a.m. (early entry as early as 8:00 a.m.)

Monday – Friday By arrangement, if hours do not conflict with City of Madera operated programs.

Amenities: warming kitchen, tables, chairs, electrical outlets, restrooms, parking.

Multipurpose Room: Maximum Capacity Banquet 100, Assembly 220

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$75 (3 hr. min.)	\$400
Kitchen		\$ 40
Cleaning/Security Deposit (non-alcohol)		\$100
Administrative Fee (non-refundable)		\$ 25

Non-Profit Organization	Hourly Rate	All Day Rate
Facility use without kitchen	\$63.75 (3 hr. min.)	\$340
Kitchen		\$ 40
Cleaning/Security Deposit (non-alcohol)		\$100
Administrative Fee (non-refundable)		\$ 25

B-3 Rotary Youth Hut - Maximum Capacity 50
113 South Q Street
Madera, CA 93637
(559)661-5495 -Reservations/Information

Monday - Sunday 10:30 a.m. - 1:00 a.m. (early entry as early as 8:00 a.m.)

Amenities: electrical outlets, tables, chairs, restrooms, parking.

General Public	Hourly Rate	All Day Rate
Facility use	\$40 (3 hr. min.)	\$180
Cleaning/Security Deposit		\$ 50
Administrative Fee (non-refundable)		\$ 25

Non-Profit Organization	Hourly Rate	All Day Rate
Facility use	\$34 (3hr. min.)	\$ 153
Cleaning/Security Deposit		\$ 50
Administrative Fee (non-refundable)		\$ 25

Days and hours are subject to change at any time.

C. Facility Rental Hours

- There is a 3-hour minimum any indoor facility.
- All hours reserved must be continuous.
- No reservations can be extended past 1:00a.m.
- Early entry to a facility requires an additional charge of \$20.00 per hour with early entry no earlier than 8:00a.m.
- Renter or designee must be present during all hours of scheduled reservation.
- Participants must adhere to hours on permit/contract.
- Reservation hours must include set-up and clean-up time.
- Clean-up of facility must be completed by ending time on reservation. (No exceptions)
- Delivery of supplies and/or equipment will not be accepted at facilities prior to indicated set-up time.
- All individuals associated with the reservation must vacate the facility by the indicated ending time.
- The City of Madera reserves the right to deny any changes.
- **Facilities are not available for rental on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.**
- **The following days are on a case-by-case basis: Day after Thanksgiving, Christmas Eve, and New Year's Eve.**

D. Responsibilities of the Renters

- Renter is responsible for conduct of all participants, supervision of minors, damages, and all fees due.
- Participants must agree to obey fully and promptly any, and all lawful orders given by the Police Department, Fire Department and/or staff of the Parks & Community Services Department.
- If police assistance is required, the reservation could be shut down immediately, the deposit will be forfeited and additional fee may be applied.

E. Insurance

- **Insurance is required for reservation serving alcohol.**
- Certificate of Insurance and an Endorsement in the amount of \$1,000,000 (1 million) listing the City of Madera as additionally insured must be submitted to City of Madera **30 days** prior to event.
- Following verbiage must be included on the Declaration/Endorsement page, “The City of Madera and its officers, officials, employees, and agents”.

F. Security

- Security may be required at any reservation, whether or not alcohol is served.
- One security guard per 50 people is required when alcohol is present, or any reservation the City of Madera deems necessary.
- The cost of security will be paid by the renter.
- The security company must hold a City of Madera business license and be bonded by the State of California.
- Security guards must be at the reservation the **entire** time guests are present.
- Security guards must be in uniform and are responsible for patrolling both the interior and exterior of premises and handle and issues that does not pertain to the facility.
- Facility Aide has the authority to require extra security for the reservation if they deem necessary.
- If required to have security present at the reservation, renter must provide **proof of an agreement with licensed security firm no later than 30 days prior to event.**

G. Alcohol Beverages

The Madera Police Department may check on reservations when alcohol is being served.

- If there is alcohol being served, SERVICE OF ALCOHOL MUST END ONE (1) HOUR before the end of the reservation.
- All groups selling alcoholic beverages must conform to all State Alcoholic Beverage rules and regulations and must obtain all permits required by the State Department of Alcoholic Beverages Control and have prior approval from the City of Madera.
- Copies of all State Department of Alcoholic Beverage Control permits must be submitted to the City of Madera.

H. Smoking is NOT allowed.

- Smoking is prohibited in all City owned facilities. (Ord. 586)

I. Ongoing Facility Use

- Requests for ongoing facility use will be considered on a case-by-case basis.
- If ongoing use is approved, one (1) security deposit will be held on account with the City of Madera for renters with regularly scheduled reservations.

J. Parking

- Parking regulations must be followed at all times.

K. Failure to Comply

- Failure to comply with policies, terms and conditions will result in forfeiture of deposit, additional fees (if applicable), and placed on the “**Do Not Rent**” list.

L. Permit Revocation

- The City of Madera reserves the right to revoke the reservation at any time for any reason the City deems necessary, including: failure to observe any rules, regulations or ordinances of the City of Madera; fights, vandalism, or improper conduct; advertising an reservation before approval of application; exceeding building capacity; giving incomplete or incorrect information regarding the nature of reservation or number in attendance; or not being in possession of permit and/or licenses.
- If reservation is canceled for such reasons, no refund of fees and/or deposit will be given.
- The City of Madera reserves the right to revoke the reservation when facility is needed for emergency or City purposes, in which case all fees and deposit monies will be returned.

M. Appeals, Suspension of Rules:

- The use of facilities is administered by the Madera Parks & Community Services Department. The Department may, for good cause, suspend the rules contained herein and/or develop additional ruled governing use. In the interest of all parties, it is the intent of the City that appeals of administrative decisions be resolved at the lowest possible level. In the event of an appeal of an administrative decision regarding use or policy, the appeal shall be filed in writing, clearly stating the reasons for the appeal, and shall be processed by the following City staff in the order indicated until resolved:
 1. Facilities Coordinator
 2. Parks & Community Services Director
 3. City Administrator
- No appeal will be valid until it has been submitted and considered in the above-listed order.

II. TERMS AND CONDITIONS OF USE

A. Reservation Procedures

Reservations can be made over the phone: (559) 661-5495, online: www.madera.gov/reserve, or in person at the City of Madera Parks & Community Services office, 701 E. 5th Street, Madera, CA 93638.

- Reservations may be made up to one (1) year in advance.
- Prior approval must be obtained for reservations made less than 30 days from requested. All fees are due at time of reservation.
- Full payment is due at time of reservation.
- Approval of application and reservation will be considered only upon completion of application, payment of rental/deposit fees, certificate of insurance, proof of security (if required).

B. Kitchen

- Kitchen rentals are for warming and set-up only. No cooking allowed.
- Renters are not allowed to utilize utensils/supplies that belong to the facility.
- All supplies must be provided by the renter or caterer.
- City of Madera is not responsible for loss or damage.

C. Decorations

- All set-up and take-down of decorations are the responsibility of the renter. NO staples, tacks, nails, or anything that will cause damages to the facility is allowed.
- Helium balloons must be anchored and removed after reservation.
- Use of lit candles are not allowed.
- Some decorations may require fireproofing.
- Smoke machines are not allowed.

D. Custodial

- Applicants **must leave all areas of the facility in the same condition as it was found.**
- If extra cleaning by our Facility Aide is needed, funds will be taken from security deposit.
- If extra cleaning exceeds security deposit, the renter will be billed the balance.

E. Facility Aide

- A City of Madera Facility Aide will be on site during reservations (except Rotary Youth Hut, Facility Aide will be on call). The Facility Aide is authorized to shut down reservation for failure to comply with the Facility Use and Reservation Policy.
- For Rotary Youth Hut, if the assistance of the Facility Aide is needed, you will find in your permit/contract a cell phone number to call.

F. Use of Equipment

- City of Madera equipment is subject to availability.
- Equipment available at no extra charge includes available tables and chairs.
- No equipment will be loaned or removed from City of Madera facilities.
- All equipment is to set up by renter. This includes set-up and takedown of tables and chairs.

G. Amplified Sound

- Use of amplified sound is subject to noise ordinance restrictions. (Ord. 622)
- Sound must be turned down at the request of the Facility Aide, failure to comply may result in the closing of the reservation.

III. Group Classification

A. Non-Profit Organizations

Local non-profit organizations are organizations, which have an IRS Code 501(c) determination letter; and Government agencies fall under this classification for the purpose of determining rates and fees.

B. General Public

Private reservations that are arranged by individuals, families, and businesses. Includes agencies and organizations that do not have Non-Profit status.

ATTACHMENT E
Youth Center Building Rules

Sign in Sign out policy:

Participants are free to leave the program at any time, unless parents specify that their child/children are not to leave without being picked up by parent or an authorized person. Only an authorized person may pick up the child/children from the program. This authorized person must be on the emergency form. The child/children must sign in with Recreation Staff upon arrival and sign out when leaving for the day.

Clothing:

Appropriate clothing is required to participate in Recreation programming and must be always worn. If clothing is deemed as inappropriate, the participant will be asked to change or leave for the day. Dress code policies will be enforced.

Code of Conduct:

To ensure the quality and enjoyment of Recreation Programs, and to promote a safe and positive atmosphere in the programs, staff, participants, and persons involved with the programs (i.e., spectators, volunteers, seniors, etc.) shall abide by the following code of conduct in City Recreation Facilities:

1. All persons shall act with respect towards the safety and privacy of other people.
2. Physical or verbal abuse of any kind will not be tolerated.
3. Foul or abusive language is prohibited.
4. All persons shall treat public and private property and equipment with respect.
5. Program rules and regulations shall be always observed, including protocol in place to comply with local, State, and National guidelines to prevent the spread of the novel coronavirus.

Any City representative responsible for supervising, officiating or otherwise operating a Recreation program in a City facility shall have authority to enforce the terms of the Code of Conduct as authorized by a policy of the City of Madera. Failure of any person to abide by the Code of Conduct will result in disciplinary action, including, but not limited to:

1. Removal from the facility.
2. Restriction in program participation.
3. Suspension or expulsion from the program and or facility.

No refund of fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The appropriate manager of the Parks and Community Services Department shall review any suspension or expulsion longer than 3 days. If the manger upholds the suspension or expulsion, an appeals procedure is available upon request from the Madera Parks and Community Services Department.

Zero Tolerance Policy Against Weapons or Dangerous Objects:

No weapons/dangerous objects allowed on premises. Madera Police Department will be called to handle any possessed, sold, or otherwise furnished firearm, knife, explosive, or any other dangerous object.

**Zero Tolerance Policy Against Drugs and Alcohol:**

No drugs (including marijuana), cigarettes or alcohol is allowed in, on or near any City facility. Madera Police Department will be called to handle any possessed, sold or otherwise furnished substance.

In Case of Emergency:

I grant permission for the City of Madera staff to take whatever steps may be necessary to obtain emergency medical care if necessary. These steps may include, but are not limited to the following:

1. Attempt to contact parents or guardian.
2. Attempt to contact parents through any persons listed on the emergency form.
3. If parents/guardians cannot be contacted the following procedure will be taken:
 - a. Call Police Department
 - b. Call Paramedics and/or Ambulance
 - c. Have a child taken to an emergency room in the company of Emergency Medical Staff.Any medical expenses incurred under #3 will be paid by the child's family.

I fully understand my obligations for the City of Madera - Parks and Community Services Recreation Program(s) and will go over the information above with my child/children and explain to them their responsibilities.

COVID-19 Safety Plan Acknowledgement

I hereby acknowledge receipt of the COVID-19 Safety Plan for the activity my child is being registered for. I have read and understand the Safety Plan and acknowledge that while all attempts will be made to prevent exposure and spread of the novel coronavirus, exposure may still occur. I also acknowledge the following:

1. I understand that I will not be permitted to enter the premises beyond the designated drop-off and pick-up area.
2. I understand that I must be timely in my drop-off and pick-up to do my part in maintaining the staggered program schedule.

3. I understand that my child will be screened for symptoms of febrile respiratory illness, including taking of my child's temperature and assessment of symptoms including, but not limited to cough, shortness of breath, chills, loss of taste or smell, sore throat, and/or muscle aches.
4. I understand that my child will not be allowed entry should his/her temperature register at 100 degrees Fahrenheit or higher.
5. I understand that if my child displays any of the above noted symptoms during the offered programs, he/she will be placed in an isolation room and must be picked up within 15 minutes of contact; as such, I understand that I must be always available by telephone while my child is participating.
6. I understand that my child must wear a cloth face covering while participating in this program; if my child arrives without a cloth face covering, a disposable face covering will be provided.
7. I acknowledge that my child has not traveled outside the United States in the past 14 days to countries affected by COVID-19.
8. I acknowledge that my child has not traveled domestically within the United States by commercial airline, train, bus, cruise ship, or other means of mass travel in the past 14 days.

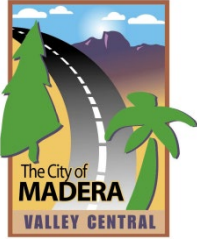
Express Assumption of Risk Associated with Recreational Activities:

I hereby affirm and acknowledge that I fully understand the hazards and risks associated with recreational activities hosted and led by the City of Madera - Parks and Community Services Department. The inherent risks and hazards include but are not limited to:



1. Injuries sustained from all **physical activities**, such as running, jumping, hiking, biking, climbing, camping, fishing, cooking, and engaging in sporting events such as basketball, softball, football, volleyball and more.
2. Injuries sustained from **objects** that are either natural or man-made, such as play structures, benches, rocks, and trees, or from misjudging **terrain** that induces slipping, falling, colliding or otherwise.
3. Injuries and illnesses sustained from all water sports such as: **swimming**, diving, water exercise, impacting the water, and/or water entering bodily orifices.
4. Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat, or the **weather** in general.
5. Physical and monetary injuries sustained due to participant's personal **negligence** and/or the negligence of others, crowds, and altercations with other patrons.
6. Injuries or illnesses sustained from either **plants or animals**, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within the park or facility in general.
7. Sickness or injury from transmissible infectious diseases including viruses such as SAR's, **COVID-19**, etc.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury (bruises, contusions, scrapes, scratches, broken bones, etc.), permanent disability (both physical and mental), drowning and death.



REPORT TO CITY COUNCIL

Approved by

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: B-6

SUBJECT:

Request by Mary Lou Munoz and Leonard Perez for connection to the City's water system

RECOMMENDATION:

Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 28551 Avenue 14 (APN 035-222-022)

SUMMARY:

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

DISCUSSION:

The property owners, Mary Lou Munoz and Leonard Perez, have an existing single-family residence on a 0.59-acre parcel located on the north side of Avenue 14, between Road 28 ½ and Road 29. The property owners have made a request to connect to the existing 12-inch City water main in Avenue 14 due to the failure of their well, which previously served their water needs. They have emphasized the urgency of this matter as the lack of potable water leaves them with limited options, potentially requiring reliance on bottled water or incurring expenses for water delivery services.

Fortunately, the property fronts the 12-inch water line installed in 2018 as part of a Self-Help Enterprises water main extension project. This existing infrastructure provides a feasible solution to address the immediate water needs of the property owners.

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

- **Water Service Lateral:** A one-inch water meter will be installed on the existing service lateral leading to the property. This metered installation will follow the standard procedure for all new City connections.
- **Development Impact Fees (DIF):** A DIF of \$845, designed for one house, will be collected prior to permitting the water connection. This fee aligns with the City's development policies and is a standard procedure for new connections.
- **Encroachment Permit Fee:** An encroachment permit fee of \$202 will be levied on the customers. This fee covers administrative expenses related to the installation process.
- **Volumetric Charges:** Once connected, the customers will be subject to volumetric charges, akin to existing customers. These charges are consumption-based and will be reflective of their water usage.

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

FINANCIAL IMPACT:

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

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

ALTERNATIVES:

The denial of this Agreement could impact the residents of the specified property, leading them to face unforeseen challenges. Without the approved water connection, the residents may encounter difficulties in obtaining access to potable water. This could prompt them to seek alternative and potentially costly measures to meet their basic water needs. Such alternatives might include reliance on bottled water or the expense of arranging water delivery services.

ATTACHMENTS:

1. Location Map
2. Resolution
Exhibit A – Agreement

Attachment 1

Location Map

28551 AVENUE 14



Attachment 2

Resolution

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER
CONNECTION FOR 28551 AVENUE 14 (APN 035-222-022)**

WHEREAS, Mary Lou Munoz and Leonard Perez own the property located at 28551 Avenue 14 ("Property") and desire to connect the Property to the City water system; and

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

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

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

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

1. The above recitals are true and correct.
2. The Council approves the Agreement for Outside City Limits Water Connection for 28551 Avenue 14 (APN 035-222-022) which is attached to this resolution as Exhibit A and incorporated by reference.
3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.
4. Staff is hereby directed to record the Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

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

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

Address: 28551 Avenue 14, Madera, California
APN: 035-222-022

**AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION
FOR 28551 Avenue 14 (APN 035-222-022)**

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 28551 Avenue 14 ("Agreement"), is made and entered into this 6th day of December, 2023, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and MARY LOU MUNOZ AND LEONARD PEREZ, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 28551 Avenue 14, in the County of Madera, California and more particularly described below.

B. The Property consists of 0.59 acres, more or less, located on the north side of Avenue 14, between Road 28 ½ and Road 29, known as 28551 Avenue 14, in the unincorporated territory of Madera County (the "Subject Property").

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

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

AGREEMENT

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

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Avenue 14 to serve one dwelling for domestic residential (no commercial or agricultural) uses only on the Subject Property located at 28551 Avenue 14, which

property is more particularly described as follows:

PARCEL NO. I: All that portion of the South quarter of Lot 29 in section 20, Township 11 South, Range 18 East, M. D.B. & M., of Lankershim Colony, according to the map thereof recorded February 5, 1889 In vol. 4 of Maps, at page 31, Fresno County Records, shown as Parcel 4 of Parcel Map No. 215, recorded October 24, 1968 in Vol. 15 of Maps, at page 56, Madera County Records.

PARCEL NO. 2: An undivided one—fifth interest in a well site on the North 20 feet of the South 46 feet of the East 5 feet of all that portion of the South quarter of Lot 29, in Section 20, Township 11 South, Range 18 East, M. D. B. & M., of Lankershim Colony, according to the map thereof recorded February 5, 1889 in vol. 4 of Maps, at page 31, Fresno county Records, shown as Parcel 2 of Parcel Map No. 215, recorded October 24, 1968 in Vol. 15 of Maps, at page 56, Madera County Records, and an undivided one-fifth interest In a well site on the North 20 feet of the South 46 feet of the West 5 feet of that portion of said Lot 29 of Lankershim Colony shown as Parcel 3 of said Parcel Map No. 215.

PARCEL NO. 3: An easement for water pipelines over the North 10 feet of the South 26 feet and over the East 5 Feet of the South 16 feet of all that portion of the South quarter of Lot 29 in Section 20, Township 11 south, Range 18 East, M.D.B. & M., of Lankershim Colony, according to the map thereof recorded February 5, 1889 in Vol 4 of Maps, at page 31, Fresno County Records, shown as Parcel 2 of Parcel Map No. 215, recorded October 24, 1968 in Vol. 15 of Maps, at page 56, Madera County Records, and over the North 10 feet of the south 26 feet and over the West 5 feet of the South 16 feet of that portion said Lot 29 of Lankershim Colony shown as Parcel 3 of said Parcel Map No. 215.

APN: 035-222-022

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total \$845.00. Impact fees are based one single family residence on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay to CITY connection, permit, inspection or other fees as required. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

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

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

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

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

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

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

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

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

TO OWNER: Mary Lou Munoz and Leonard Perez
28551 Avenue 14
Madera, CA 93637

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Santos Garcia, Mayor

OWNERS

By: _____
Mary Lou Munoz

By: _____
Leonard Perez

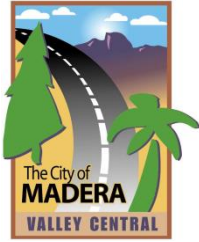
ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shannon L. Chaffin, City Attorney



REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez

Department Head, Public Works

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: B-7

SUBJECT:

Acceptance of Apron & Taxiway Drainage Project at the Madera Municipal Airport

RECOMMENDATION:

Staff recommends that the City Council approve Minute Order approving:

1. Acceptance of AIP 0031 Apron & Taxiway Drainage project.
2. The Recording of Notice of Completion.
3. The Release of Retention 35 days after recording the Notice of Completion.

SUMMARY:

A Grant Agreement under the Federal Aviation Administration Airport Improvement Program was executed and the subsequent engineering and construction has been completed to upgrade the airfield drainage at the Madera Municipal Airport. The construction was completed by Agee Construction Corporation on June 30, 2023.

DISCUSSION:

In years past, the major drainage from the airport, including runways, taxiways, aprons, and T-hangar areas, carried storm water into a ditch and pipe drainage system in the infield between runway 12-30 and taxiway P. This drainage system then channeled water beneath the runway and directed it into a swale within the golf course, leading to a detention pond at the southwest corner of the golf course.

The soil in the detention pond exhibited high permeability, allowing rapid percolation of drain water from both the airport and the golf course. While the pond had sufficient capacity to accommodate drainage from both areas, the swale in the golf course had limited capacity. As a result, it was unable to handle the increased stormwater generated by the current development, causing flooding on the golf course. Moreover, the system was unable to accept future development of the airport even though the detention pond has adequate capacity for all the anticipated drain water. In the past, storm water carried into the golf course created serious

flooding of the golf course and additional development on the airport would have only increased the flooding in the golf course.

To address this issue, the recently completed apron and taxiway drainage improvement project successfully rerouted the airport's discharge system. The new system now directs drainage into a separate ditch and pipe system situated on the southeast side of the existing orchard, adjacent to the abandoned taxiway leading from the apron to the threshold of Runway 8. Importantly, this new system bypasses the swale in the golf course and instead channels water directly into the existing detention pond, effectively mitigating the previous flooding concerns on the golf course.

The relocation of the drainage system has not only resolved the flooding issues but has also ensured that the airport's future development will not exacerbate flooding problems on the golf course.

FINANCIAL IMPACT:

The total construction cost was \$1,008,337.56. The Federal Aviation Administration Airport Improvement Program paid 90 percent of the total cost, the Caltrans Division of Aeronautics paid 4.5 percent, and the remaining 5.5 percent was paid by the City from the Airport Fund. To date the contractor has been paid \$949,845.68. The remaining \$50,416.88 is being held as 5 percent retention until 35 days after City Council final acceptance.

ALTERNATIVES:

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

ATTACHMENTS:

1. Notice of Completion

Recording Requested by:
City of Madera

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

Name

Address

6. A work of improvement on the property hereinafter described was completed on **June 30, 2023.**
7. The name of the original contractor, if any, for such work of improvement was:
(If no contractor for work of improvements as a whole, insert "none".)

Agee Construction Corporation

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

Name

Address

N/A

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

Madera Municipal Airport

10. The street address of said property is 4020 Aviation Drive, Madera, California, 93637
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Ismael Hernandez
Director of Public Works

State of California
County of Madera

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

(Signature of Officer)

Ismael Hernandez
Director of Public Works

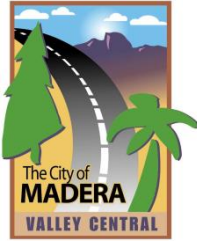
The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2023 by Ismael Hernandez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alicia Gonzales
City Clerk

(Seal)

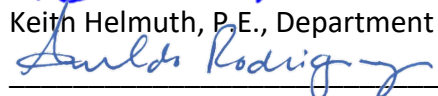


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, P.E., Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: B-8

SUBJECT:

Reimbursement to DMP Development, Inc, a California Corporation for Improvements Associated with Carmel III Subdivision

RECOMMENDATION:

Adopt a Resolution approving a budget amendment increase of \$25,379.89 for the purpose of reimbursing DMP Development for improvements completed in connection to the Agreement for the Construction of Improvements for Carmel Homes III Subdivision (Agreement)

SUMMARY:

The Subdivider, DMP Development, Inc, a California Corporation (Subdivider), completed improvements constructed in accordance with the approved Agreement and were accepted by City Council (Council) on February 4, 2009. Reimbursement of certain improvements occurred in early 2009. Other reimbursements were delayed due to lack of funds. As the Southwest quadrant of the City has begun to see development, the funds that are to be utilized to make reimbursement for the remaining outstanding improvements have begun to accumulate. The amount currently available within the Southwest Storm Drain account is not currently budgeted for the entire amount available. It is recommended that the City Council (Council) approve a budget amendment increase to allow for further reimbursement.

DISCUSSION:

With Acceptance, the City was able to begin the Reimbursement Process for the accepted improvements. Reimbursements are made as the funds become available. With the recent construction of new single-family homes within the Southwest quadrant of the City, the funds available for reimbursement have accumulated.

For this Fiscal Year, an insufficient amount was budgeted for Developer Reimbursement from the Southwest Storm Drain Impact Fee account. Due to the accumulation of funds, this account was not currently budgeted for the actual amount of available funds. In an effort to provide a reimbursement to the Developer of the full funds available, an amendment would be needed to allow for the additional funds to be reimbursed.

FINANCIAL IMPACT:

The proposed action will not have an impact on the City's General Fund as the reimbursement is made through the Development Impact Fee Program.

ALTERNATIVES:

Should the City not approve the Budget Amendment, the Subdivider would be reimbursed less than the full amount available to be reimbursed.

ATTACHMENTS:

1. Resolution
 - Exhibit A: Improvement Agreement
 - Exhibit B: Budget Amendment Sheet

Attachment 1

Resolution

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR
REIMBURSEMENT OF SUBDIVISION IMPROVEMENTS ASSOCIATED WITH
THE CARMEL III SUBDIVISION**

WHEREAS, acceptance of improvements for the Carmel III Subdivision constructed by DMP Development were approved by the City Council on February 4, 2009; and

WHEREAS, the Carmel III Subdivision is subject to an Agreement for the Construction of Improvements for Carmel Homes III Subdivision (Agreement) as seen in Exhibit A that provides for reimbursement of certain improvements including a storm drain pipe and basin outlet structure; and

WHEREAS, with the construction of a new single-family homes within the Southwest quadrant, Development Impact Fees that can be used to provide reimbursement have recently begun to accumulate; and

WHEREAS, the Southwest Storm Drain Impact Fee account from which funds will be used to reimburse is not currently budgeted for the full amount required to provide a full reimbursement to the developer, DMP Development, Inc, a California Corporation; and

WHEREAS, the Budget Amendment would allow for Reimbursement as outlined in the Agreement

WHEREAS, there are insufficient funds programmed in the FY 2023/24 budget for the funds currently available in the Southwest Storm Drain Impact Fee account; and

WHEREAS, funds are available in the Southwest Storm Drain Impact Fee account No.4107-30-000-0000-00-00-1005.

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 FY 2023/2024 Budget is hereby amended in accordance with Exhibit B, Budget Amendment Breakdown which is attached and incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

* * * * *

Exhibit A

Agreement for the Construction of Improvements for Carmel Homes III

Subdivision

REBECCA MARTINEZ

Madera County Recorder

CIT Madera City

12/28/2005

10:52 AM

MR

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Doc#: 2005062172



Titles: 1 Pages: 19

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

Fee Waived Per Section 27383 of the Government Code

AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR CARMEL HOMES III SUBDIVISION

THIS AGREEMENT made and entered into this 16 day of November, 2005, by and between the **CITY OF MADERA**, a municipal corporation of the State of California, hereinafter called "City", and **Roy and Nancy Mariani and DMP Development Corporation, Inc., a California Corporation**, hereinafter collectively called "Subdivider".

WITNESSETH:

WHEREAS, Subdivider, **Roy and Nancy Mariani and DMP Development Corporation, Inc., a California Corporation**, is engaged in subdividing that certain tract of land known as **CARMEL HOMES III SUBDIVISION**, recorded December 22, 2005, in Book 55, pages 53 - 54, Madera County records, situated in the City of Madera, County of Madera, State of California; and

WHEREAS, a final map for said '**CARMEL HOMES III SUBDIVISION**', has been filed with the City Clerk of the City of Madera for presentation to the Council of said City for its approval, which map is hereby referred to and by said reference incorporated herein; and

WHEREAS, Subdivider has requested approval of said final map, prior to the construction and completion of the improvements including all streets, public ways and public utility facilities which are a part of or appurtenant to the above-mentioned subdivision, all in accordance with and as required by the plans and specifications for all or any part of said improvements in, appurtenant to or outside the limits of said subdivision, which plans and specifications are now on file in the office of the City Engineer of said City; and

WHEREAS, City Council approval of said final map and acceptance of the dedications therein offered are subject to and on the condition precedent that Subdivider first enter into and execute this agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

NOW, THEREFORE, in order to insure satisfactory performance by Subdivider of Subdivider's obligations under Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and for the preparation and presentation of subdivision maps thereof, and in consideration of the approval of the above mentioned final map, and in consideration of the acceptance by the City of the offers of dedication therein made, the parties hereto do hereby agree as follows:

1. Subdivider shall, at Subdivider's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "**CARMEL HOMES III SUBDIVISION, IMPROVEMENT PLANS**", as approved by the Council of the City of Madera and

on file in the office of the City Engineer, to which plans and specifications reference is hereby made and the same are hereby incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City of Madera and for the preparation and presentation of subdivision maps therefor and complete the same within three hundred seventy (370) calendar days from the date of execution hereof. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, sewer and water mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, landscape district improvements, implementation of any and all best management practices (BMP's) as outlined in the City's Storm Water Quality Management Program on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above mentioned plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements both inside and outside of the above mentioned subdivision. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements.

Any work required under this agreement and not mentioned in the above mentioned specifications shall be constructed in accordance with Standard Specifications of the City insofar as they apply.

2. Subdivider shall, before the release of said final map by City and as a condition precedent to the recordation thereof, furnish to City and file with the City Clerk, in form to be approved by the City Attorney, improvement security in the form of a good and sufficient surety bond securing the faithful performance by Subdivider of all of the terms of this agreement, all work and the construction of all improvements herein in this agreement mentioned, and assumption of obligations as required by the Subdivision Map Act within the time herein specified, and IN ADDITION a good and sufficient improvement security in the manner as aforesaid securing payment by Subdivider of all bills for labor and materials incurred in the construction of all said improvements and the doing of all other work herein agreed to be done by Subdivider, the amount of said improvement securities to be not less than Nine Hundred Ninety Six Thousand Seven Hundred Eighty Two Dollars (\$996,782.00) securing faithful performance and Four hundred Ninety Eight Thousand Three Hundred Ninety One Dollars (\$498,391.00) securing payment for labor and materials. Upon application for acceptance of the subdivision improvements by the City Council, Subdivider shall provide security in the form of cash, surety bond or other security authorized under the Subdivision Map Act, in an amount of not less than Ninety Nine Thousand Six Hundred Seventy Eight Dollars (\$99,678.00), said amount representing ten percent (10%) of the total cost of improvements as warranty security to ensure the faithful performance of the

terms and conditions of Paragraph 11 hereof. Filing of such warranty security is a condition precedent to acceptance by City of the subdivision improvements.

3. Subdivider shall protect, defend, indemnify and hold harmless City and all officials and employees thereof from any and all liability or claims, including reasonable attorney's fees, because of or arising out of any accident, occurrence, loss, damage or happening occurring upon or arising out of the construction of said work or improvements. Subdivider agrees that the use of any and all streets and improvements hereinabove specified, shall be at all times, prior to the final acceptance of said subdivision by the City, the sole and exclusive risk of the Subdivider and the issuance of any occupancy permits by City for dwellings located within the said subdivision shall not be construed in any manner to be an acceptance or approval of any improvements in said subdivision by the City of Madera.

4. Subdivider shall, before the release of said final map by City and as a condition precedent of the recordation thereof, obtain and maintain in full force and effect during the term of this agreement at Subdivider's own expense and risk, a general comprehensive liability insurance policy and shall furnish evidence of such insurance by delivery of a copy or copies of the policies or the filing of a certificate of such insurance with the City Clerk in the form attached hereto, marked Exhibit "A". Such insurance shall name the City of Madera, its Council, boards, commissions, officers, councilmembers, volunteers and employees as additional insureds and shall indemnify the City and said persons against liability for loss or damage for injury, including death, and property damage occasioned by

the operation of Subdivider or its contractors or subcontractors under the terms of this agreement, and shall be in the minimum limits of \$1,000,000 for injury or death, and property damage limits of not less than \$250,000. **THE POLICIES MENTIONED HEREIN SHALL CONTAIN A PROVISION THAT A WRITTEN NOTICE OF INSURER'S CANCELLATION OR MATERIAL CHANGE IN THE TERMS OF SAID POLICY SHALL BE DELIVERED TO THE CITY THIRTY (30) DAYS IN ADVANCE OF THE EFFECT OF SUCH CHANGE OR CANCELLATION.** Such insurance shall also specifically insure any contractual liability assumed by Subdivider under the terms of this agreement.

The Subdivider shall provide an additional bond, cash, or other security, as approved by the City, in an amount equal to all deductible amounts or self insured retention named in the above required general comprehensive liability insurance policy.

5. Time is of the essence in this agreement; provided, however, that in the event good cause is shown therefor to City by Subdivider, City may extend the time in which the aforementioned improvements may be made and completed under this agreement; provided, however, that said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or improvement security given to secure Subdivider's performance under this agreement. City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension of time hereunder.

6. All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the improvements hereunder by City.

7. It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such improvements by City.

8. The release of bonds and securities called for herein, shall not be released until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer. Reference is made hereby to (a) that certain subdivision map entitled, **"CARMEL HOMES III SUBDIVISION"**, (b) improvement construction plans and those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications dated April 2005, 50 foot residential streets per Resolution No. 91-60, and (c) Madera Irrigation District Standards", for a more particular description of the work and improvements generally outlined in this agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this agreement by reference thereto.

9. It is mutually understood and agreed that neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents or

employees of the City of Madera in connection with the performance of Subdivider's obligations under this agreement.

10. Unless already paid, Subdivider shall concurrently with the execution hereof pay to City the cost for all engineering, inspection and other services furnished by City in connection with this subdivision in accordance with the fee schedule established by City Council Resolution No. 01-119, dated May 16, 2001, or as amended.

11. Subdivider agrees that if, within a period one (1) year after final acceptance of the work done under this agreement, any structure or part of any structure furnished and/or installed or constructed or caused to be constructed by Subdivider, or any of the work done under this agreement fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to the City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The terms of this paragraph shall not apply to any damage caused by act of God. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, the City may, at its option, require Subdivider's surety to make such repairs or City may make the necessary repairs or replacement or perform the necessary work and Subdivider and/or Subdivider's surety shall pay to City the actual cost of such repairs plus fifteen (15) percent.

12. In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not

less than Three Thousand Dollars and no cents (\$3,000) cash, which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

13. In consideration of public improvements constructed through plans prepared by R. W. Greenwood Associates, Inc., for **Carmel Homes Phase III**, the City agrees to reimburse the subdivider reasonable costs for construction of the following street improvements, or, to apply appropriate credits towards impact fee obligations:

Stadium Road

- a. Difference in cost between an 8 inch and 12 inch water main from Sta 7+62 to Sta 22+73;
- b. Difference in cost between an 8 inch and 15 inch sanitary sewer from Sta 7+80 to Sta 23+06;
- c. Full costs of a 24 inch storm drain from Sta 11+19 to Sta 16+19;
- d. Full costs of a 36 inch storm drain from Sta 2+54 to Sta 11+19;
- e. Full costs of a 42 inch storm drain from Sta 2+54 to Sta 3+09;
- f. Full costs for one (1) 24 foot collector street lane from Sta 10+00 to Sta 23+00;

Pecan Avenue

- a. Difference in cost between an 8 inch and 12 inch water main from Sta 1+18 to Sta 7+64;
- b. Full costs for two (2) 12-foot arterial lanes from Sta 7+59 to Sta 10+81 (curb line);
- c. Full costs for one 16-foot median island from Sta 7+59 to Sta 10+81 (curb line);

Avenue 12 ½

- a. Full cost of 48 inch storm drain from Sta 1+12 to Sta 10+14;
- b. Full cost of 48 inch storm drain from Sta 10+14 (Ave 12 ½) to Atamian Basin;
- c. Full cost of one outlet structure in Atamian Basin;

City agrees to reimburse SUBDIVIDER the City's proportionate share of the cost of improvements as determined by the City Engineer in his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, sanitary sewer main and street impact fees or from the collection of storm drainage, water main, sanitary sewer main and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements.

All reimbursements are subject to the conditions precedent that the SUBDIVIDER shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed 15 percent. Such cost shall be determined in the sole discretion of the City Engineer.

14. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to SUBDIVIDER and only agrees to hold said funds collected and to make payment as directed by SUBDIVIDER upon contact by City. City will contact Subdivider within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Subdivider other than the addresses provided under this agreement. City shall hold any funds collected hereunder for a period of one (1) year. If no contact has been made at the address provided under this agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into

the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of CITY shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Subdivider acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Subdivider. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon the start of work on the improvements after execution of the Agreement.

For purposes of reimbursement pursuant to paragraphs 13 and 14 of this agreement, Subdivider shall mean DMP Development Corporation.

15. This agreement shall not be assignable by Subdivider without the express written consent of City. Subject to the limitations on assignment, this agreement shall inure to the interest of the parties hereto.

16. Prior to release and recordation of the final map, Subdivider shall, at Subdivider's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause **CARMEL HOMES III SUBDIVISION**, plus such other property as designated by the City Engineer, to be annexed into Zone of Benefit 39 of the City Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 39 shall be considered for recording concurrently with the Council's consideration and approval of the final map.

17. In the event litigation is instituted to enforce this agreement or its terms, the prevailing party shall be entitled to recover reasonable attorney's fees as determined by the Court.

WITNESS the execution of this covenant consisting of 16 pages including
Exhibit A the day and year first above written.

CITY OF MADERA:

By: 
Gordon E. Skeels, Mayor

APPROVED AS TO FORM:

By: 
Joseph Soldani, City Attorney

ATTEST:

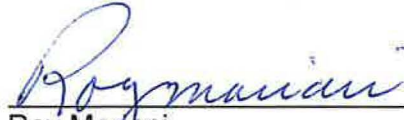
By: 
Sonia Alvarez, City Clerk

APPROVED:

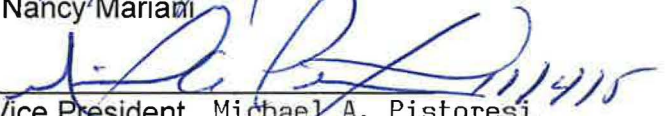
By: 
Raymond G. Salazar,
City Engineer



SUBDIVIDER/OWNERS:

By: 
Roy Mariani

By: 
Nancy Mariani

By: 
Vice President Michael A. Pistoressi
DMP Development Corporation, Inc.

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

State of CALIFORNIA
County of MADERA

On 11-07-05 before me, CARRIE TOSCHI, A NOTARY PUBLIC
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared ROY MARIANI AND NANCY MARIANI
(NAME(S) OF SIGNER(S))

☐ personally known to me -OR- ☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

(SEAL)

Carrie Toschi

(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)

☐ CORPORATE _____

OFFICER(S) _____

(TITLES)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY IN FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)

☐ CORPORATE _____

OFFICER(S) _____

(TITLES)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY IN FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

State of CALIFORNIA
County of MADERA

On 11-07-05 before me, CARRIE TOSCHI, A NOTARY PUBLIC
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared MICHAEL A. PISTORESI
(NAME(S) OF SIGNER(S))

☒ personally known to me -OR- ☐



~~proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.~~

Witness my hand and official seal.

(SEAL)

Carrie Toschi

(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)
☐ CORPORATE _____

OFFICER(S) _____
(TITLES)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)
☐ CORPORATE _____

OFFICER(S) _____
(TITLES)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))



On the **22nd day of November, 2005**, before me, Sonia Alvarez, City Clerk of the City of Madera, personally appeared **Gordon E. Skeels** and **Raymond G. Salazar** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


SONIA ALVAREZ
City Clerk, City of Madera



Title: Mayor

CARMEL III

GENERAL LIABILITY ENDORSEMENT
City of Madera, its Council, the City")
boards, commissions, officers,
councilmembers, volunteers & employees
ATTN: _____

Re: Carmel Homes III, Madera, CA

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company Interstate Fire & Casualty Company, Policy Number AGL1400344
2. Policy Term (From) 7/1/05 (To) 7/1/06; Endorsement Effective Date 7/1/05
3. Named Insured Berry & Berry, Inc.; D.P. Berry; Berry Construction;
David L. Berry; DMP Development Corp, Inc.
4. Address of Named Insured 413 W. Yosemite, Suite 106, Madera CA 93637
5. Limit of Liability Any One Occurrence/Aggregate \$ 1,000,000 / 2,000,000

General Liability Aggregate (check one):

Applies "per location/project" X

Is twice the occurrence limit _____

6. Deductible or self-insured Retention (Nil unless otherwise specified: \$ 50,000)
7. Coverage is equivalent to:
Comprehensive General Liability form GL0002 (Ed 1/73) _____
Commercial General Liability "occurrence" form CG0001 X
Commercial General Liability "claims-made" form CG0002 _____

8. Bodily Injury and Property Damage Coverage is:

_____ "claims-made"

X "occurrence"

If claims-made, the retroactive date is _____

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

EXHIBIT A



3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- (1) Insurance Services Office form number GL 0002 (E. 1/73). Comprehensive General liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
 - (3) If excess, affords coverage, which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought except with respects to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City its elected or appointed officers, officials, employees or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: Dee Morrison
(Title) (Department)
Aon Risk Services
(Company)
5260 N. Palm, Suite 400
(Street Address) CA 93704
Fresno
(City) (State) (Zip Code)
(559) 449-7248
(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, John C. Day (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.


SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER (original
signature required on endorsement furnished to the City)

ORGANIZATION: Aon Risk Services TITLE: CEO

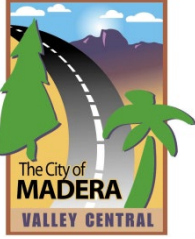
ADDRESS: 5260 N. Palm #400, Fresno CA 93704 TELEPHONE: (559) 449-7267



Exhibit B

City of Madera
Budget Amendment

Org Code	Object Code	Description	Appropriation as part of Construction Approval	
			+	-
41070000	1005	Pooled Cash		120,000
41070000	6800	Due To Developers	120,000	
41070000	1005	Pooled Cash		25,379.89
41070000	6800	Due to Developers	25,379.89	



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: December 6, 2023

Joseph Hebert

Agenda Number: D-1

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Outdoor Equity Grant Program Application Authorizing Resolution

RECOMMENDATION:

Adopt a Resolution Approving the Submittal of the Outdoor Equity Grants Program due December 14, 2023 in the amount of \$279,600

SUMMARY:

Earlier this year, California State Parks announced the commencement of the second application period for the Outdoor Equity Grants Program, offering a substantial \$50 million in grant funding. This initiative aims to support nature-based outdoor programs that cater specifically to underserved communities within our region.

The primary goal of this funding is to establish local hubs for outdoor activities and facilitate trips to natural areas, ensuring enhanced access to these spaces for communities that have historically faced barriers to such opportunities. Moreover, the program's focus includes empowering youth and families by providing outdoor leadership education, fostering career pathways, promoting environmental justice engagement, and facilitating access to nature.

It is important to note that the application deadline for this competitive statewide program is Thursday, December 14, 2023.

To participate in this program, an authorized resolution is required, which necessitates approval by the City Council. This resolution serves as an integral part of the application process and demonstrates our commitment to fostering outdoor access and environmental engagement for underserved members of our community.

DISCUSSION:

In 2019, the OEP was enacted when Governor Gavin Newsom signed Assembly Bill 209, which is now part of the Administration's Outdoors for All Initiative. The concept for the grant program began with Proposition 68, which proposed to utilize bond funds for community access projects that included transportation, physical activity programming, resource interpretation, natural science, workforce development and career pathways, and education. Subsequently, the public expressed a desire to expand access to parks and outdoor programs for underserved communities and urban populations. These discussions became a catalyst for AB 209 and the development of the OEP. Throughout the state, from heavily urbanized to rural areas, Californians emphasized a desire for multi-generational programs that bring families together, activate local parks, and take residents with transportation challenges to natural areas outside their communities.

For the first grant cycle of the program, California State Parks evaluated 384 grant applications totaling \$167.78 million in requests. A total of \$57 million in grant funding was made available through general funds approved by the California Legislature and Governor Gavin Newsom in the 2020/21 and 2021/22 state budgets and awarded on May 27, 2022.

Earlier this year, California State Parks announced a second application cycle, with over \$50 million available to fund nature-based outdoor programs. The application deadline for this second application cycle is December 14, 2023.

The OEP funds transportation, program operations, staffing, supplies and equipment, and other costs that have traditionally presented barriers for historically underserved urban and rural communities throughout California. Eligible applicants include non-profit organizations with 501(c)3 status and all local, state, and federal agencies. The goals of the OEP include improving the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. OEP's intent is to increase the ability of residents in underserved communities to participate in outdoor experiences within their community, at state parks, and other public lands.

Other points to know about the OEP second cycle funding opportunity include:

- Maximum grant application request not to exceed \$700,000.
- Minimum grant application request no less than \$20,000.
- There is no match requirement.
- Funding is set to span over three fiscal years.
- A natural area trip is a location outside of a five-mile radius of the identified community home base.
- The application highlights the opportunity for internships through service learning, career pathways, and leadership opportunities.

City staff are planning the submittal of an application under this second cycle funding opportunity with OEP. The project application plans to address OEP goals of improving health and wellness, providing access to nature-based outdoor activities and educational opportunities, while targeting underserved youth and intergenerational community members. The City's application will seek to address a variety of nature-based educational activities and trips aimed at fostering community engagement and environmental education for underserved populations within our region. The following initiatives outline staff's proposed use of funds:

1. Fishing-Related Educational Activities and Nature-Based Trips:

- Educational workshops focusing on proper gear, fishing safety, conservation practices, and fishing clinics.
- Organized trips to various fishing venues to provide hands-on experience and reinforce the knowledge gained in workshops.

2. Walking Educational Activities and Nature-Based Trips:

- Workshops covering walking and hiking tips, wilderness skill-building, safety protocols, and preparation.
- Introduction of a local walking group utilizing citywide trail systems and park trails, promoting walking as a family-oriented physical activity.

3. Camping Educational Activities and Nature-Based Trips:

- Educational sessions on camping essentials, safety, gear, fire safety, and campsite etiquette.
- Planned trips to camping venues, offering participants a firsthand camping experience.

4. Bird Watching Expeditions:

- Engaging youth ages 12-18 in the introduction of bird watching, bird identification skills, bird behavior, habitat and ecology, and the importance of conservation.
- This initiative will aim to provide educational courses on bird watching, fostering a deeper appreciation of our local natural and biodiverse accessibility to the Fresno River, via the Vernon McCullough River Trail.

These programs align with the mission of the Outdoor Equity Grants Program by enhancing access to nature and promoting environmental stewardship among underserved communities.

FINANCIAL IMPACT:

The submission of the Outdoor Equity Grants Program application does not currently impose any financial implications on the City's budget. In the event of a successful grant award, City staff will

expeditiously seek Council approval for the appropriation of funds. These allocated funds will be designated to cover reimbursable activities that align with the objectives and guidelines outlined within the grant.

Upon the grant's successful award, a formal agreement will be established between California State Parks and the City. This agreement will comprehensively delineate the specific terms of the grant award, including the outlined performance period for the utilization of grant funds.

ALTERNATIVES:

The Council may elect to not adopt the resolution. Opting not to authorize the resolution would result in the City forfeiting the opportunity to submit a complete application for the Outdoor Equity Grants Program. This choice would lead to the non-participation of our community in securing potential funding for nature-based educational activities and trips.

It is worth noting that the Council holds the prerogative to request supplementary details or clarifications to ensure a comprehensive understanding of the proposed grant application. Should Council deem it necessary, Council may direct staff to provide any specific information, data, or insights that would assist in the decision-making process.

ATTACHMENTS:

1. Resolution – Authorizing Resolution for the Outdoor Equity Grants Program Submission Due December 14, 2023

ATTACHMENT 1

Authorizing Resolution for the Outdoor Equity Grants Program Submission
Due December 14, 2023

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE APPLICATION FOR OUTDOOR EQUITY
GRANTS PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE OUTDOOR EQUITY GRANTS PROGRAM; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and
2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criteria response, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 6th day of December, 2023.

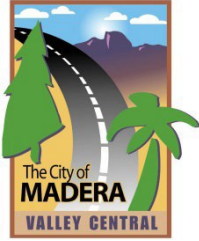
I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____ (Clerk)

* * * * *

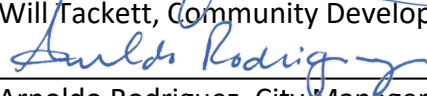


REPORT TO CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: D-2

SUBJECT:

Master Agreement Between the Madera County Transportation Commission and the City of Madera for the Regional Early Action Planning (REAP) 1.0 Grants Program

RECOMMENDATION:

Adopt a Resolution of the City Council (Council) of the City of Madera approving a Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera (City) for the REAP 1.0 Grants Program (Agreement); authorizing application for, and receipt of, REAP Program funds in the amount of \$125,399; and, granting the City Manager authorization to make non-material revisions or refinements, and signature authority, to execute the Agreement to secure REAP Program funds.

SUMMARY:

The 2019-20 California State Budget Act allocated \$250 million for all regions, cities, and counties in the State for prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning Grant Program (REAP) with \$125 million to regions. REAP provides one-time grant funding to regional governments and regional entities for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA).

A total of \$18,975,323 in REAP grant funds are available to the eight San Joaquin Valley Regional Transportation Planning Agencies (SJV RTPAs). The SJV RTPAs received two disbursements totaling \$10.2 million. The Madera County Transportation Commission (MCTC) is anticipated to receive a total of \$492,009 for REAP activities (subject to change) and is authorized to use the grant funds to assist local agencies, including suballocation, to promote projects which otherwise qualify for REAP funds.

The City of Madera as a local government of Madera County and as a lead applicant, may partner through a legally binding agreement with MCTC where the proposal will have a direct effect on land-use or development within the City of Madera. Applicants must provide a copy of the signed agreement between partners in order to be awarded funds.

Adoption of the proposed Resolution approves execution of the Agreement between the MCTC and the City of Madera for the REAP 1.0 Grants Program; authorizes application for, and receipt of, REAP Program funds in the amount of \$125,399.

Adoption of the proposed Resolution would also grant the City Manager authorization to make non-material revisions or refinements, and signature authority, to execute the Agreement to secure REAP Program funds. Non-material revisions or refinements would be considered those which do not significantly impact the City's expectations under the Agreement with respect to the project's stated purpose, initiative and goals.

DISCUSSION:

Phase I

To date, MCTC has received a total of \$297,885.65 in REAP funds for Phase I. MCTC will retain \$55,176.27 for activities involving program administration, RHNA development support, and any other functions, as necessary.

MCTC will retain a consultant on behalf of its member agencies to assist with eligible activities for housing planning purposes. The total budget for this portion will be in the amount of \$242,709.38.

Phase II

The Madera Region is anticipated to receive a total of \$319,123.35 in REAP funding for Phase II, which is subject to change based on actual funding availability. MCTC will retain 5% in the amount of \$15,957.35 for program administration. The remaining \$303,166 in the second phase of available MCTC Housing Planning Grants Program Funding will be suballocated for eligible projects on a pro-rata basis to local agencies as follows:

- County of Madera \$154,045
- **City of Madera \$125,399**
- City of Chowchilla \$23,722

Eligible activities must demonstrate a nexus to increasing housing and accelerating production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the project start date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on

housing production. For example, eligible activities may include a housing development-related project with a significant community level impact or planning or process improvement for a project with an ongoing community impact beyond the project.

Eligible activities may include a variety of planning purposes, such as planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code Section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans implementation of sustainable communities' strategies, and local coastal programs.
2. Completing environmental clearance to eliminate the need for project specific review.
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code.
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.
5. Planning documents to promote development of publicly owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development.
6. Revamping local planning processes to speed up housing production.
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code.
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas.
9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018).
10. Up-zoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities.
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps).
12. Establishing pre-approved architectural and site plans.
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA.

14. Adopting planning documents to coordinate with suballocations under (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation.
15. Zoning for by-right supportive housing, pursuant to Gov. Code Section 65651 (Chapter 753, Statutes of 2018).
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities.
17. Planning documents related to carrying out a local or regional housing trust fund.
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production.
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production.
20. Establishing Pro-housing Policies pursuant to Gov. Code Section 65589.9(f)(2).

City staff acknowledge the State of California continues to remain within a declared Housing Crisis and recognizes the plethora of recent State housing legislation and bills with the intended purpose of incentivizing and streamlining Housing Development Projects. Some legislation sets forth mandatory compliance regulations, regardless of local adoption of ordinances or programs (but for which procedures and checklists should be developed), while some legislation mandates development of local programs or implementing ordinances (with which the City must comply). Additionally, certain legislation also empowers local jurisdictions with discretionary authority to adopt more liberal allowances than statutory minimums to further incentivize and streamline certain dwelling types.

City staff also acknowledge input received from local housing advocates and members of the public during public forums that local policies and historical practices have not been conducive to housing demand and needs; and rather, may have had the inverse effect of negatively impacting housing development investment interest in the City of Madera.

These are matters which staff suggest demand prompt attention through a re-evaluation of local regulations, policies and practices. It is also staff's suggestions that streamlining of housing production may be best addressed through consideration and adoption of objective development standards for housing development projects. Recent State legislation severely limits local authority respective to Housing Development Projects. The adoption of local objective development standards will provide certainty to the City's customers, the housing development industry, and contribute to the facilitation of streamlined ministerial review processes as an incentive to housing production.

Staff's proposed use of funds would entail retaining contracted consultant services to work in collaboration with City staff to: (1) Provide an overall review and assessment of local ordinances and regulations (with consideration to recent State housing legislation); (2) Assist with identifying critical challenges and potential constraints to housing production (with specific focus and emphasis on those which may stem from local processes reliant upon ordinance regulations or existing policies and practices); (3) Assist in identification and prioritization of specific tasks which may be feasibly accomplished to facilitate local housing production and processes that will best, and most immediately, address near-term housing needs, goals and objectives; and, (4) Subsequently prepare respective documentation outlining near- or long-term program strategies, draft ordinance amendments, department policies, and educational, informational, or procedural guidance documents for implementation.

Additionally, it is staff's desire to consider impact fee incentive programs for infill housing development projects (as well as the potential for establishment of a local housing trust fund), density bonus and/or affordable housing concessions & incentives, as well as the potential for adoption of standardized, pre-approved Accessory Dwelling Units plans which may be made available at minimal or no-charge to interested property owners. These efforts will also involve evaluation and consideration of neighboring and/or comparable city practices.

Anticipated Outcomes:

HCD has set the deadline for expenditure of the \$125,399 in funding, which has been identified for suballocation to the City of Madera by MCTC, for June 30, 2024. This means the City of Madera will have a finite amount of funding within a limited timeline to conduct these efforts. It is likely that not all desired goals or objectives may be able to be addressed. However, the funding identified for suballocation and timeline available will afford the City of Madera feasible and viable opportunity to conduct required analyses, set forth priorities for initiatives which will have the most positive and immediately realizable impact toward accelerating and incentivizing housing production, and prepare and develop respective amendments to ordinances and/or policies and programs for near-term implementation. Goals which may not be able to be addressed within the limits of the funding and timeline available at this time can nevertheless be considered and studied within a broader and more comprehensive strategy of objectives (including potential to facilitate compliance in implementing the Sixth Cycle of the Regional Housing Needs Allocation [RHNA]).

FISCAL IMPACT:

Adoption of the proposed Resolution providing authorization to apply for, and receive, the REAP 1.0 Program funds and will not have a direct financial impact on the General Fund. These funds will be utilized to supplement staff resources and the 2023/2024 operational budget to retain professional services, fund eligible activities and achieve the anticipated outcomes.

ALTERNATIVES:

Potential Council alternatives include:

- Deny approval of the Resolution.
- Direct staff to find or include alternative strategies (from the list of eligible activities) to support the State's goal to facilitate acceleration of housing production.

ATTACHMENTS:

1. Resolution approving a Master Agreement between the Madera County Transportation Commission and the City of Madera for the Regional early action planning (reap) 1.0 Grants Program and authorizing application for, and receipt of REAP Program Funds; including:
 - Master Agreement between the Madera County Transportation Commission and the City of Madera for the Regional Early Action Planning (REAP) 1.0 Grants Program; including,
 - Exhibit A: Project Description/Application

ATTACHMENT 1

Resolution approving a Master Agreement between the
Madera County Transportation Commission and the City of
Madera for the Regional early action planning (reap) 1.0
Grants Program and authorizing application for, and receipt of
REAP Program Funds

Including:

Master Agreement between the Madera County Transportation Commission and the
City of Madera for the Regional Early Action Planning (REAP) 1.0 Grants Program;
including,

- Exhibit A: Project Description/Application

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION
COMMISSION AND THE CITY OF MADERA FOR THE REGIONAL EARLY ACTION
PLANNING (REAP) 1.0 GRANTS PROGRAM AND AUTHORIZING APPLICATION
FOR, AND RECEIPT OF REAP PROGRAM FUNDS**

WHEREAS, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning Grant Program (REAP) providing grant funding to regional governments and entities for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of the Regional Housing Needs Allocation (RHNA); and

WHEREAS, REAP Grant funds are available to the eight San Joaquin Valley Regional Transportation Planning Agencies (SJV RTPAs), including the Madera County Transportation Commission (MCTC) under the Valley-wide Memorandum of Understanding between the Fresno Council of Governments (FCOG) and HCD; and

WHEREAS, the MCTC agrees to suballocate the remaining REAP funds available in the second phase of the MCTC Housing Planning Grants Program Funding, to the City of Madera (City) in an estimated amount of \$125,399 for eligible projects; and

WHEREAS, the City Council of the City of Madera desires to enter into a Master Agreement between the MCTC and City for the REAP 1.0 Grants Program (Agreement) to apply, receive, perform and utilize the suballocated REAP funds in the amount of \$125,399 for eligible activities and projects that will assist in the preparation and adoption of planning documents and process improvements which demonstrate a nexus to increasing housing, accelerating production and/or facilitate compliance to implement the Sixth Cycle of the RHNA, as set forth in the Agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The Master Agreement between the MCTC and the City for the REAP 1.0 Grants Program, a copy of which is attached hereto, is hereby approved as to its material terms and conditions. The City Manager is authorized to make non-material revisions or refinements to the Project Description attached to the Agreement and which do not significantly alter the project's stated purpose, objectives or goals, as may be needed to finalize the Agreement and reach a consensus with the MCTC for approval, and subject to approval as to legal form by the City Attorney. The City Manager is then authorized to execute the Agreement and deliver all other

documents or materials required or deemed necessary or appropriate to evidence and secure suballocated REAP grant funding, in the amount of \$125,399, on behalf of the City.

3. The City shall be subject to the terms and conditions as specified in the Master Agreement, after approval. The Application and any and all accompanying documents are incorporated in full as part of the Master Agreement. Any and all activities funded, information provided, and timelines represented in the Agreement will be enforceable through the fully executed Agreement. Pursuant to the REAP eligibility requirements and in conjunction with the terms of the Agreement, the City hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Agreement.
4. This Resolution shall become effective immediately upon adoption.

* * * * *

Attachments:

Master Agreement between the Madera County Transportation Commission and the City of Madera for the Regional Early Action Plan (REAP) 1.0 Grants Program

Master Agreement between the Madera County
Transportation Commission and the City of
Madera for the Regional early action planning
(reap) 1.0 Grants Program

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF MADERA
FOR THE REGIONAL EARLY ACTION PLANNING (REAP) 1.0 GRANTS PROGRAM**

This grant funding agreement is made on _____, 2023 by and between the City of Madera, a public body, hereinafter referred to as "Recipient," and the Madera County Transportation Commission, hereinafter referred to as "MCTC."

WHEREAS, the California Department of Housing and Community Development (HCD) has provided grant funds through the Regional Early Action Planning (REAP) Program; and

WHEREAS, MCTC is a recipient of these grant funds under the Valley-wide MOU; and

WHEREAS, the MCTC is authorized to use the grant funds (hereinafter REAP Funds) to assist local agencies, including suballocation, to promote projects which otherwise qualify for REAP funds; and

WHEREAS, the Recipient has submitted a Grant Application, which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The MCTC agrees to allocate REAP Funds paid to MCTC under the Memorandum of Understanding between Fresno Council of Governments and the State of California Department of Housing and Community Development.
2. Grant funds cannot be disbursed until this Agreement has been fully executed.
3. The Recipient agrees to use REAP Funds only for the REAP eligible project(s) described in Exhibit A.
4. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.
5. The Recipient agrees to reimburse funds back to MCTC if it is determined that REAP Funds were used for ineligible projects.
6. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
7. The Recipient agrees to cause the completion of the project(s) by June 30, 2024. Failure to complete the project(s) on a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

8. The Recipient must bill based on clear deliverables outlined in the Agreement or budget timeline. Only approved and eligible costs incurred for work after the date of an executed agreement with MCTC are eligible.
9. Work must be completed prior to requesting reimbursement.
10. Project invoices will be submitted to MCTC by the Recipient on a monthly basis.
11. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.
12. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. MCTC may withhold 10 percent of the grant until grant terms have been fulfilled.
13. The Recipient must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
14. The Recipient shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records or expenditures incurred during the course of the project, in accordance with generally accepted accounting principles.
15. The Recipient agrees that MCTC or designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of the Agreement.
16. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
17. At any time during the term of the Agreement, MCTC or HCD may perform, or cause to be performed, a financial audit of any and all phases of the award. At MCTC's or HCD's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.
18. MCTC or HCD may request additional information, as needed, to meet other applicable audit requirements.
19. MCTC or HCD may monitor expenditures and activities of an applicant, as deemed necessary, to ensure compliance with Program requirements.

20. Subcontractors employed by the Recipient and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

REPORTING

1. The Recipient will be responsible for compiling and submitting all invoices and reporting documents. Recipients will submit for reimbursements to MCTC based on actual costs incurred.
2. The Recipient agrees to submit a quarterly report to MCTC describing the progress towards completion for all project(s) listed in Exhibit A. The reports should describe the work that has been completed, and a copy of any project deliverables.

REMEDIES OF NON-PERFORMANCE

1. In the event that it is determined, at the sole discretion of MCTC or HCD, that the Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from MCTC or HCD to stop work, the Recipient shall cease all work under the Agreement. MCTC or HCD has the discretion to determine that the Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Recipient to resume work under the Agreement.
2. Both the Recipient and MCTC have the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Recipient or MCTC to rectify any deficiency(ies) prior to the early termination date. The Recipient shall submit any requested documents to MCTC within 30 days of the early termination notice.
3. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
4. MCTC or HCD may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code Section 50515.04(e)).

ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant the State and/or the MCTC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized State or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by the State, whichever is later.

TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, if applicable, for each project within sixty (60) days of completion.

GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived

at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties, and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect through June 30, 2024, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:
CITY OF MADERA

Arnoldo Rodriguez
City Manager

Date

EXHIBIT A

Project Description/Application

Agency/Project Information

Project Title:

The City of Madera Prohousing Policies Initiative (PPI)

Project Description:

The City of Madera proposes use of REAP 1.0 funds to retain contracted consultant services to work in collaboration with City staff to: (1) Provide an overall review and assessment of local ordinances and regulations (with consideration to recent State housing legislation); (2) Assist with identifying critical challenges and potential constraints to housing production (with specific focus and emphasis on those which may stem from local processes reliant upon ordinance regulations or existing policies and practices); (3) Assist in identification and prioritization of specific tasks which may be feasibly accomplished to facilitate local housing production and processes that will best, and most immediately, address near-term housing needs, goals and objectives; and, (4) Subsequently prepare respective documentation outlining near- or long-term program strategies, draft ordinance amendments, department policies, and educational, informational, or procedural guidance documents for implementation.

Additionally, it is the City of Madera's desire to consider impact fee incentive programs for infill housing development projects (as well as the potential for establishment of a local housing trust fund), density bonus and/or affordable housing concessions & incentives, as well as the potential for adoption of standardized, pre-approved Accessory Dwelling Units plans which may be made available at minimal or no-charge to interested property owners. These efforts will also involve evaluation and consideration of neighboring and/or comparable city practices.

Eligible Activities (identify by number):

(1); (6); (7); (8); (12); (14); (16); (17); (19); (20)

Total Funding Request:

\$125,399.00

Applicant Agency:

City of Madera

Primary Contact Name and Title:

Will Tackett, Community Development Director

Email: wtackett@madera.gov

Phone: (559) 661-5451

Address: 205 West 4th Street, Madera, CA 93637

Agency Department:

City of Madera Planning Department

Contact Name and Title:

Gary Conte, Planning Manager

Email: gconte@madera.gov

Planning Project Description

1. Introduction

Please provide a description of project objectives, setting, and relationship of the proposed project to existing and planned land uses and transportation facilities in the project area.

The primary goal of the project will be to amend existing Zoning Regulations of the City Municipal Code to facilitate the development of new policies and procedures which will have potential to attract and accelerate housing development projects in the City of Madera in a manner which is abreast of more contemporary and progressive Planning principles, paradigms and practices, as well as compliant with recent State housing bills and legislation, for purposes of streamlining and accelerating housing production.

Ancillary objectives preliminarily include but may not ultimately be limited to the following:

- Development of near- and long-term program strategies and outlining priorities for implementation.
- Preparation and adoption of objective development standards for Housing Development Projects to align with State regulations, provide certainty to the City's customers, the development industry and staff, and to contribute to the development and implementation of streamlined ministerial review processes;
- Amendment of existing ordinances to permit all housing types in residential zone districts by-right, as well as to allow for entitlement/building permit application and plan check integration for process streamlining for certain housing types;
- Amendment of Planned Development and Precise Plan requirements and allowances to promote density and/or afford density bonuses;
- Development and adoption of specific incentive-based ordinance provisions for Missing Middle Housing;
- Identification and adoption of incentive-based concessions for Housing Development Projects; including but not limited to:
 - Impact fee reduction programs for infill and/or affordable Housing Development Projects;
 - Deviations from development standards for qualifying Housing Development Projects or specific housing types;
 - Exceptions to certain public or private improvement requirements to reduce costs associated with qualifying Housing Development projects or

- specific housing types;
 - Density bonuses for specific Housing Development Projects or housing types;
 - Affording longer terms to exercise rights in conjunction with approved City entitlements for Housing Development Projects;
- Update and amend existing ordinances pertaining to Accessory Dwelling Units (ADUs); and, develop and adopt standardized ADU plans and implement a program which affords standard plans to interested property owners at minimal or no-charge with streamlined processing;
- Consider alternatives and feasibility for establishment of a local housing trust fund;
- Development of covenant agreements necessary to implement State mandated housing allowances, enforce regulations, and advise prospective home/property buyers.
- Development of procedures and checklists for local implementation of State mandated streamlined processes and eligibility, as well as for new local processes resultant from the initiative; and,
- Development of public information and educational materials for the purposes of, and to promote, new programs and procedures.
- ❖ Prioritization of tasks and deliverables to be completed within the final scope of work by a selected consultant will be determined through the project steps outlined in the Project Description. The prioritization and sequencing strategy for future implementation of the full list of final objectives will be produced regardless of the number of tasks or deliverables which may be able to be completed by the Consultant within the funding budget and timeline for expenditures available.

Many objectives considered by local governments for purposes of accelerating housing production may be focused respective to geography. The justification of this strategy is often to incentivize greater development intensity and density in key locations which can act as catalysts for additional investment and synergy. This strategy is acknowledged and will be considered respective to implementation of the City's adopted General and operative plan goals; including, the creation of zoning overlays and/or other provisions for purposes of implementing the overall form and intensity of development, where appropriate and where such intensity has the potential to facilitate greater use of public transit services and multi-modal transportation alternatives.

The Downtown area and its immediate vicinity are planned almost entirely for Commercial land uses by the Madera General Plan. In addition, various commercial activity centers are planned and distributed along segments of the City's major street corridors (or in proximity to the highway interchanges). The City's Zoning Regulations include existing provisions which permit residential uses in the Neighborhood, Light and Heavy Commercial Zone Districts, with liberal and effective allowances to promote housing development projects and density. Nonetheless, existing provisions will be considered as part of the initiative to accelerate housing production.

The predominant land use category for the City's residential areas (and the vast majority of lands in the City of Madera), including neighborhoods proximate to the City's core are planned for Low Density Residential land uses by the Madera General Plan; a planned land use designation with a density range of 2.1 to 7.0 dwelling units per acre.

The City has recently approved a specific plan for the Villages at Almond Grove (Village D) in the northwestern portion of the City Sphere of Influence. This plan will provide an estimated 10,783 dwelling units with a mixed variety of densities, up to 2.1 million square feet of commercial and office development, 163 acres of public parkland, natural open spaces and school uses, comprising a truly complete Village concept land use and implementation plan with specific rules for subsequent approvals.

Scheduled fixed-route bus service is provided by Madera Area Express (MAX) and City-operated dial-a-ride a paratransit service which extends through most of the Planning area. However, the City does not have what are defined as existing Major Transit Stops or High Quality Transit Corridors. It is the City's interest to consider allowances, exceptions and concessions for Housing Development Projects located in proximity to MAX fixed-route bus service stops similar to those afforded through State legislation for Housing Development Projects in proximity to Major Transit Stops or High-Quality Transit Corridors in order to afford equitable local development opportunities in the City of Madera based upon existing available public transit.

The City of Madera remains a fairly compact City in terms of area but is a burgeoning City. The predominant land use pattern and residential land use category is generally considered a low to moderate density range representing traditional single-family neighborhoods. Given this fact and with consideration to the strategies, commercial land use and growth patterns described herein above, it is the opinion of the City that the goals and objectives for the project and use of available funding should focus on City-wide and all-inclusive strategies for housing acceleration and production to develop accommodations and benefits for housing units of all types and varieties. Strategies which focus on incentivizing infill development, specific geographic areas or specific housing types should also be included as principle focus topics of the project goals and objectives.

Implementing strategies based upon these focus points will ensure housing production acceleration and streamlining efforts implemented in the near term will have the greatest potential to contribute to the minimization of patterns of sprawl, the reduction of Vehicle Miles Traveled, and opportunities for increased ridership and improvement to existing transit services as well as the use of alternative modes of travel to the automobile for future residents and populace of the City.

2. Project Justification

Application describes in detail the deficiencies that the project would address and ramifications of not funding.

The Zoning Regulations of the City Municipal Code have been incrementally updated over the years but remain generally antiquated with respect to more contemporary and

progressive Planning principles, paradigms and practices relative to streamlining and accelerating housing production and have not been recently updated for compliance and/or consistency with recent State housing bills and legislation passed for purposes of streamlining and accelerating housing production. This present circumstance and state of affairs leaves the City of Madera at an inherent disadvantage with respect to the ability to: process entitlements for new Housing Development Projects in the most efficient manners available; promote infill development, affordable housing and greater diversity in housing types; and provide the certainty desired by the development industry to project timelines, project costs, develop budgets and/or secure financing during times of experienced inflation and fluctuating economic and market conditions, in order to attract adequate new investment interests to address existing or projects housing needs.

While it is not assumed that the amount of funding available or the remaining time to expend funds will afford a completely holistic and comprehensive approach to the issue, it is believed that both funding and timing is adequate to address immediate deficiencies which impede most efficient methods for streamlining processes, accelerating production, and encouraging/promoting development of a diversity of housing types to meet the needs of all residents.

The City of Madera recognizes an incentive- or concession-based approach to accelerating housing production is preferred by its customers and perceives such an approach to be more efficient in effect vis-à-vis rigid or prescriptive approaches which may render residential development infeasible (especially for infill development where availability of land area is more limited). Existing municipal code provisions and policy and procedural practices which have been in effect for numerous years, tried and tested, time and again, have not yielded sufficient or desired results to meet resident and customer needs and demands. Availability of funding utilized for the intended project purposes presents the City of Madera with opportunity to reevaluate and reconsider its regulations and methodologies and develop more progressive tools and programs to meet resident needs, fulfill customer expectations, and provide new incentives, as well as the regulatory and procedural certainty, necessary to facilitate feasibility and attract additional investment for Housing Development Projects.

Other cities have developed and our finding success in implementation of Accessory Dwelling Unit (ADU) programs offering pre-approved ADU plans, commonly at no-cost, to property owners. Such a program is not presently available in the City of Madera. While such an effort would be cost- and time-prohibitive in this instance, it is acknowledged that the San Joaquin Valley REAP has already completed efforts to develop a Guide to Implementing ADUs in the San Joaquin Valley (October 2022), complete with template program materials, including four pre-reviewed detached ADU plans with architectural, structural, electrical sheets and Cal Green forms. Customization and/or updates which may be needed for current Code Cycle compliance will need to be considered. However, the prior efforts by the San Joaquin Valley REAP relative to ADUs provides a complete framework on which to readily base updates and develop a future program and procedural framework to accommodate pre-approved ADU standard plan availability in the near future.

Preliminary consideration has been given to objectives which will accelerate housing production and streamline Housing Development Project processes. However, lack of capacity with available staff resources renders internal efforts without assistance or additional budgetary resources challenging and without potential for expediency. Furthermore, the timing of funding would assist the City with completing actions and activities which will contribute to facilitating compliance in implementing the Sixth Cycle of the Regional Housing Needs Allocation (RHNA), which are not otherwise currently funded.

3. Nexus to Accelerating Housing Production

Please describe the nexus of the proposed project to accelerating housing production.

The project goals and ancillary objectives outlined above comprise contributing components of what is considered to be essentially a dual-pronged approach to creating an accelerated “path” for housing production consisting of the following:

1. Municipal Code Provisions (*Clearing the Path*):

Entails preparation of a “Variety Pack” of text amendments to the Zoning Regulations of the City Municipal Code to:

- Provide the ability to implement more streamlined and integrated approaches to the processing of Housing Development Project applications.

Current requirements mandate discretionary entitlements for all Housing Development Projects. Amendments to procedure sections of the code to permit by right-uses, identify objective development standards, and amend procedural requirements to implement ministerial project reviews streamlines the application approval process and enables a greater volume of Housing Development Applications to be processed without additional resource allocation. Integration with Building Permit processes for certain housing types reduces the number of separate and individual applications required to be filed (including the costs and timelines associated therewith); thereby increasing resource capacity while streamlining and accelerating housing application productivity.

- Incentivize Infill Housing Development and certain housing types.

Providing the ability to qualify for concessions including eligibility for deviations from development standards, density bonuses, exceptions to improvement requirements and/or reductions to development impact fees facilitates Infill Housing Development Project feasibility. This includes: minimizing site constraints and increasing site capacity; permitting as well as promoting greater density of development; and minimizing/subsidizing costs which may be cumulatively prohibitive or which may discourage investment interest; thereby affording more opportunities to a greater number of property owners and investors which directly contributes to the acceleration of housing production.

2. Development of Implementing Procedures, Policies and Programs (*Paving, Marking and Mapping the Road*)

Entails preparation of procedural workflow documentation (with capability for systems integration and management), creation of respective application forms and checklists as well as informational, educational, and promotional materials. It is acknowledged that implementation of certain programs may require consideration of fiscal impacts or additional study which may lie outside the scope of this project. It is also noted that some necessary implementation measures will be the responsibility of City staff and may fall outside a Consultant's scope of work for the proposed project.

Implementation tasks and activities are critical as the road map depicting how Housing Development Applications are processed through the City for reviews and approvals. Documentation is prepared to clearly identify: regulatory requirements with references and citations to codified provisions and standards, as well as procedural steps, projected timelines, and policy guidance for both the City's customers and staff members. This documentation facilitates consistency for efficient and equitable application management and processing, and provides certainty to all stakeholders and process participants with respect to requirements and expectations.

Accompanying educational and promotional materials are intended to be informative with contact information for City assistance but are also considered critical to attract attention and interest.

Without the development of formal implementation procedures, policies and programs, acceleration and streamlining of housing production cannot be realized to its full extent. Concise documentation and checklists minimize the potential need to exercise subjective consideration, assists with the submittal of complete applications, thereby reducing application completeness review timeframes, and sets forth consistent expectations. These efforts translate to certainty for the City's customers and staff and efficient Housing Development Project application processing; accelerating housing production and appealing to potential investment interests that rely on such certainty for success in dynamic economic and market conditions, and thereby increasing the volume of Housing Development applications received and approved.

4. RTP/SCS Consistency

Describe how the proposed project is consistent with MCTC's 2022 RTP/SCS.

The goals and objectives identified within the scope of work for the proposed project are consistent with the goals and objectives of Chapter 2: Policy Element of the MCTC's RTP/SCS.

The proposed project will:

1. Improve Quality of Life. The project deliverables will include plans, programs, policies and codified provisions which will improve the quality of life for residents

in the City of Madera by further incentivizing development of affordable housing which will increase access to the fixed route public transportation system, resources, jobs, and recreational facilities.

2. **Raise Economic Prosperity.** The project deliverables will include plans, programs, policies and that will facilitate enhanced economic viability of the City by: increasing access to a greater quantity and variety of dwelling units which can afford a low cost of living to a wider range of income levels; adopting regulatory concessions and incentives for certain housing types; developing streamlined and integrated application procedures; and providing objective standards and certainty to processes, in order to attract new investment.
3. **Cultural Diversity.** The project will respect the City's wide variety of cultures and subcultures (each having unique needs and perspectives) by facilitating the acceleration of production of range of housing choices to benefit the City's diverse population.
4. **Promote Public Health and a Cleaner Environment.** The project deliverables will give preference to the development of housing types and identify objective development standards which will ensure the health of its citizens, maintains and enhances the surrounding environment, and will seek to incentivize diversity and affordability in housing options and availability to enhance the City financial stability over time.

Scenario 3: Conservation and Mobility, the sub-region focused land-use strategy applied to the City of Madera in the MCTC Sustainable Communities Strategy (SCS) and which produced the lowest Vehicle Miles Traveled (VMT) per capita of the three scenarios; and which, achieved the most Greenhouse Gas (GHG) reduction per capita of the three scenarios. Scenario prioritized development in infill and redevelopment zones, assumes more compact lot sizes in core urban areas, moderate increases to densities in urban areas and slight increases to densities in the remainder of the county, outside of urban cores. Accelerates investment shift towards zero-emission vehicle infrastructure, public transit, shared ride options, micro mobility, and nonmotorized transportation strategies.

The objectives identified within the scope of work for the proposed project are consistent with and support implementation of these strategies. The proposed project does not propose amendments to the City of Madera General Plan as required environmental analyses as well as timeline and cost constraints would likely not be feasible without sacrificing other objectives which are perceived to have a greater potential immediate potential to accelerate housing production of all types, City-wide, while providing a high focus toward incentivizing infill and urban core development in a manner which affords moderate changes to facilitate higher density new development in urban areas and which is compliant with the existing General Plan.

The goals, objectives, and focal issues identified within the scope of work consider opportunities to accelerate housing production for all types but incentivize housing for certain housing types, which may include but not be limited to affordable housing and greater opportunities for home ownership in proximity to public and multi-modal transit alternatives. These concepts are consistent with the public policy goal of promoting the fair treatment and meaningful involvement of all people in what will involve a legislative

and public decision-making process, and which will result in ensuring that low-income and minority communities receive an equal distribution of benefits from the activities.

5. Plan Implementation

Please describe the implementation strategies for the proposed planning project. Please identify any potential obstacles to successful implementation of the plan.

Staff's proposed use of funds would entail retaining contracted consultant services to work in collaboration with City staff to: (1) Provide an overall review and assessment of local ordinances and regulations (with consideration to recent State housing legislation); (2) Assist with identifying critical challenges and potential constraints to housing production (with specific focus and emphasis on those which may stem from local processes reliant upon ordinance regulations or existing policies and practices); (3) Assist in identification and prioritization of specific tasks which may be feasibly accomplished to facilitate local housing production and processes that will best, and most immediately, address near-term housing needs, goals and objectives; and, (4) Subsequently prepare respective documentation outlining near- or long-term program strategies, draft ordinance amendments, department policies, and educational, informational, or procedural guidance documents for implementation.

As described in Subsection 3 of this Application, the project goals and ancillary objectives outlined in this Application herein above comprise contributing components of what is considered to be essentially a dual-pronged approach to creating an accelerated "path" for housing production. The two components of this approach represent the project deliverables:

1. Municipal Code Provisions (*Clearing the Path*):

Entails preparation of a "Variety Pack" of text amendments to the Zoning Regulations of the City Municipal Code to:

- Provide the ability to implement more streamlined and integrated approaches to the processing of Housing Development Project applications.
- Incentivize Infill Housing Development and certain housing types.

2. Development of Implementing Procedures, Policies and Programs (*Paving, Marking and Mapping the Road*)

Entails preparation of procedural workflow documentation (with capability for systems integration and management), creation of respective application forms and checklists as well as informational, educational, and promotional materials. It is acknowledged that implementation of certain programs may require consideration of fiscal impacts or additional study which may lie outside the scope of this project. It is also noted that some necessary implementation measures will be the responsibility of City staff and may fall outside a Consultant's scope of work for the proposed project.

Documentation is prepared to clearly identify: regulatory requirements with references and citations to codified provisions and standards, as well as procedural steps, projected timelines, and policy guidance for both the City's customers and staff members. This documentation facilitates consistency for efficient and equitable application management and processing and provides certainty to all stakeholders and process participants with respect to requirements and expectations.

Accompanying educational and promotional materials are intended to be informative with contact information for City assistance but are also considered critical to attract attention and interest.

A principal deliverable of the project will include an omnibus, "Variety Pack," of draft text amendments to the City Municipal Code with recommendations for consideration by the City Council. Text amendments to the City Municipal Code may only be approved through ordinance adoption, a public legislative process. While vital to a transparent and inclusionary process, it is conceivable that public opposition to certain provisions or allowances or changes to procedural or application requirements either in general or for certain/qualifying housing types.

The expenditure deadline and/or funding limitations may not be adequate to complete and deliver all preliminary objectives and deliverables identified prior to the expenditure deadline. Some desired program outcomes such as pre-approved ADU plans and a local Housing trust program will likely require additional coordination, study and/or evaluation that will fall outside the scope of work proposed for this project and which likely will not be able to be completed within the available budget and/or timelines constraints.

Regardless of outcomes, development of near- and long-term program strategies and priority outline for sequential implementation will be prepared; and any work which may not be able to be completed by the Consultant will be completed through subsequent City effort toward facilitating compliance in implementing the Sixth Cycle of the Regional Housing Needs Allocation (RHNA).

6. Project Schedule and Scope of Work

Please outline the scope of work for the proposed planning efforts. Please briefly describe deliverables and anticipated completion dates for each deliverable. Please also provide estimates of project expenses funded by the grant.

Attached spreadsheets included herein below.

FEE PROPOSAL

CITY OF MADERA PROHOUSING POLICIES INITIATIVE REAP 1.0 GRANTS PROGRAM PROJECT SCHEDULE AND SCOPE OF WORK

City of Madera Prohousing Policies Initiative REAP 1.0 Grants Program Funds Suballocation December 6, 2023	Total Hours	City Staff - % of total hours potential	Labor Cost	Total Fee
HOURLY RATE:	\$150			
Preliminary Task: Request for Proposals	56		\$ 8,400	\$ 8,400
0.1 Prepare and Advertise RFP	16	100%	\$2,400	
0.2 Receive and Evaluate Responses	32	100%	\$4,800	
0.3 Execute Contract for Consultant Services	8	100%	\$1,200	
Task 1: Review and Assessment of Existing Ordinances	64		\$ 9,600	\$ 9,600
1.1 Kickoff meeting	8		\$1,200	
1.2 Prepare Project Schedule	16		\$2,400	
1.3 Review and Assess Zoning Regulations of City Municipal Code	40		\$6,000	
Task 2: Constraints Analysis	88		\$ 13,200	\$ 13,200
2.1 Community and Stakeholder Outreach & Engagement Strategy	8		\$1,200	
2.2 Outreach Materials (includes 1 language translation)	16		\$2,400	
2.3 Community Outreach/Engagement Meetings and Activities			-	
2.3.1 Community Workshops (1 Minimum)	24		\$3,600	
2.3.3 Stakeholder Interviews (Up to 10)	40		\$6,000	
Task 3: Outline/Prioritize Feasible Activities	112		\$ 16,800	\$ 16,800
3.1 Develop Schedule of Recommended Actions	24		\$3,600	
3.2 Provide Recommendations with Justifications to City Staff	40		\$6,000	
3.3 Prioritize and Outline Near- vs. Long-term Initiative Strategies	40		\$6,000	
3.4 Determine Feasible Activities/Deliverables	8		\$1,200	
Task 4: Preparation of Documentation	384		\$ 57,600	\$ 57,600
4.1 Draft "Variety Pack" Text Amendments	120		\$18,000	
4.2 Prepare Supplemental Policies & Procedures	80		\$12,000	
4.3 Prepare Application Forms and Checklists	80		\$12,000	
4.4 Prepare Info./Educational & Promotional Materials	40		\$6,000	
4.5 Prepare Draft Report for Public Hearing (1 for PC/CC)	40		\$6,000	
4.6 Public and/or Commission & Council Revisions	24		\$3,600	
Sub-total Preliminary Tasks	56			\$ 8,400
Sub-total Tasks 1-4	648			97,200
TOTAL ALL TASKS	704			\$ 105,600
Miscellaneous Tasks Contingency (time & materials)				\$ 19,799
				\$ 125,399

*Estimated hours.

Consultant reserves right to adjust & transfer hours between staff and tasks. Prior City approval required to exceed any task budget.

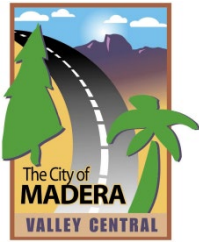
This fee schedule is a fixed fee, not to exceed basis. The fee includes a recommended contingency budget of \$19,799 (approximately 15% of the total funding amount) as a contingency to account for unforeseen circumstances or miscellaneous City requests or modifications to the scope once underway. These funds can only be used with prior City authorization and would be billed on a time and materials basis.

Selected Consultant reserves the right to adjust and transfer hours between staff and tasks.

SCHEDULE

CITY OF MADERA PROHOUSING POLICIES INITIATIVE REAP 1.0 GRANTS PROGRAM PROJECT SCHEDULE AND SCOPE OF WORK

City of Madera Prohousing Policies Initiative REAP 1.0 Grants Program Funds Suballocation December 6, 2023		Total Hours	January				February				March				April				May				June			
Week:	1		2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
Preliminary Task: Request for Proposals		56																								
0.1 Prepare and Advertise RFP		16																								
0.2 Receive and Evaluate Reponses		32																								
0.3 Execute Contract for Consultant Services		8																								
Task 1: Review and Assessment of Existing Ordinances		64																								
1.1 Kickoff meeting		8																								
1.2 Prepare Project Schedule		16																								
1.3 Review and Assess Zoning Regulations of City Municipal Code		40																								
Task 2: Constraints Analysis		88																								
2.1 Community and Stakeholder Outreach & Engagement Strategy		8																								
2.2 Outreach Materials (includes 1 language translation)		16																								
2.3 Community Outreach/Engagement Meetings and Activities																										
2.3.1 Community Workshops (1 Minimum)		24																								
2.3.3 Stakeholder Interviews (Up to 10)		40																								
Task 3: Outline/Prioritize Feasible Activities		112																								
3.1 Develop Schedule of Recommended Actions		24																								
3.2 Provide Recommendations with Justifications to City Staff		40																								
3.3 Prioritize and Outline Near- vs. Long-term Initiative Strategies		40																								
3.4 Determine Feasible Activities/Deliverables		8																								
Task 4: Preparation of Documentation		384																								
4.1 Draft "Variety Pack" Text Amendments		120																								
4.2 Prepare Supplemental Policies & Procedures		80																								
4.3 Prepare Application Forms and Checklists		80																								
4.4 Prepare Info./Educational & Promotional Materials		40																								
4.5 Prepare Draft Report for Public Hearing (1 for PC/CC)		40																								
4.6 Public and/or Commission & Council Revisions		24																								
Sub-total Preliminary Tasks		56																								
Sub-total Tasks 1-4		648																								
TOTAL ALL TASKS		704																								
*Estimated Timeline Respective to Tasks.																										
Consultant reserves right to adjust & transfer hours between staff and tasks. Prior City approval required to amend timeline benchmark dates.																										



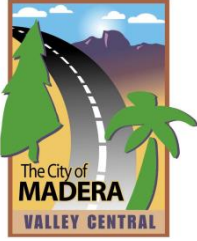
REPORT TO CITY COUNCIL Late Distribution Notice

DATE: November 30, 2023
TO: Mayor and City Councilmembers
FROM: Will Tackett, Community Development Director
SUBJECT: December 6, 2023 City Council Meeting
Late Distribution Report for Item D-2

Additional time is needed to complete, review, and finalize the report for Item D-2: Master Agreement Between the Madera County Transportation Commission and the City of Madera for the Regional Early Action Planning (REAP) 1.0 Grants Program.

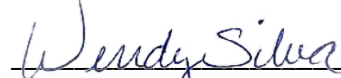
The staff report includes the application for grant funding as a component of the attached the Agreement. While staff will have the ability to refine the application with Madera County Transportation Commission staff following Council action, it is staff's desire to provide a comprehensive and informative project description and quality application with the report materials for Council consideration and which should require minimal refinement following Council action. For this reason, staff feels it necessary to give the application component full and due attention prior to distribution and requires additional time to do so.

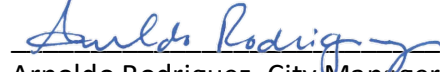
The report will be distributed as soon as it is available. Thank you for your understanding.



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: D-3

SUBJECT:

Fourth Amendment to the City Clerk At-Will Employment Agreement

RECOMMENDATION:

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

Announcement by Mayor - Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If approved, the proposed amendment to the City Clerk's Employment Agreement will modify the existing agreement as follows:

- *Extend the term of the agreement by one (1) additional year to August 26, 2026*
- *Effective on her merit anniversary date of August 26, 2023, one merit step due to satisfactory performance to Step E of City of Madera Salary Schedule Range 419 which is \$87,298.61 per year*

SUMMARY:

The Council conducted the City Clerk's performance evaluation. The results of the evaluation were very positive. The parties wish to amend the Employment Agreement to provide a term extension of one (1) year and to reflect a merit step increase due to satisfactory performance.

DISCUSSION:

The City Clerk is a direct report of the City Council and the terms and conditions of her employment are set in an Agreement between the Council and the employee. The current City Clerk's Agreement was initially negotiated and approved in August 2019 and contained benefits

similar to other management employees at that time. Since that time, the Agreement was amended as follows:

First Amendment: October 7, 2020

- Extended term from August 2022 to August 2025
- Awarded a merit step increase from Step A to Step B for satisfactory job performance effective on her anniversary date of August 26, 2020

Second Amendment: October 20, 2021

- Awarded a merit step increase from Step B to Step C for satisfactory job performance effective on her anniversary date of August 26, 2021
- Provided for a one-time lump sum payment of \$1,500 to be paid on the October 29, 2021, pay date

Third Amendment: December 7, 2022

- Awarded a merit step increase from Step C to Step D for satisfactory job performance effective on her anniversary date of August 26, 2022
- Provided for 2% Cost of Living adjustments effective:
 - 12/31/2022
 - 6/17/2023
 - 12/30/2023
 - 6/15/2024
 - 12/28/2024
- Provided lump sum payments of \$1,500 the first paycheck of July 2023 and July 2024
- Provided for participation in the City's Holiday Closure between Christmas Day and New Year's Day 2022, 2023, and 2024

The City Clerk's 2023 performance evaluation was recently completed with positive results. Based on satisfactory job performance, the City Clerk is eligible for a merit step increase from Step D to Step E on the salary range assigned to the City Clerk position, shown in Table 1 below. The proposed Fourth Amendment to the City Clerk's Agreement provides for award of the merit step increase.

Table 1: City Clerk Salary Steps (annual equivalent rounded to nearest dollar)						
Range	Step A	Step B	Step C	Step D	Step E	Step F
419	\$71,815	\$75,418	\$79,179	\$83,140	\$87,299	\$91,670

The proposed Fourth Amendment also includes a one (1) year term extension to August 26, 2026, based on negotiations between the employee and Council.

FINANCIAL IMPACT:

The proposed Fourth Amendment will award one merit step increase on the adopted salary schedule, which was anticipated in the adopted budget.

ALTERNATIVES:

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations on the Employment Agreement.

ATTACHMENTS:

1. Resolution approving Fourth Amendment to the City Clerk At-Will Employment Agreement
 - a. Exhibit A: Fourth Amendment to City Clerk At-Will Employment Agreement.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
FOURTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT**

WHEREAS, the City of Madera and Alicia Gonzales entered a City Clerk At-Will Employment Agreement (“Agreement”) effective August 26, 2019, and amended October 7, 2020; October 20, 2021; and December 7, 2022; and

WHEREAS, the City Council has conducted a performance evaluation of the City Clerk and is pleased with her performance; and

WHEREAS, the City Council and City Clerk desire to amend the Agreement to award a merit increase and extend the agreement term by one (1) year.

NOW, THEREFORE, the Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves the Fourth Amendment to City Clerk At-Will Employment Agreement attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* * * * *

FOURTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fourth Amendment to City Clerk At-Will Employment Agreement ("Fourth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

RECITALS

- A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; and December 7, 2022.
- B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.
- C. The City and Employee desire to modify the agreement to memorialize a merit step increase and extend the agreement term by one (1) year.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

The term of the Agreement shall be extended one (1) additional year, thereby extending this Agreement to August 26, 2026. The Employer will provide written notice to the Employee on or before May 28, 2026, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

SECTION 2. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

Effective August 26, 2023, Employer agrees to increase the Employee's base salary one merit step to \$3,357.64 bi-weekly, which is Step E as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.

SECTION 3. Except as amended by this Fourth Amendment, all terms and conditions of the Agreement and First, Second, and Third Amendments shall continue in full force and effect.

SECTION 4. This Fourth Amendment to City Clerk At-Will Employment Agreement shall be effective December 6, 2023.

IN WITNESS WHEREOF, the City of Madera has caused this Fourth Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fourth Amendment on the day and year first above written.

EMPLOYEE

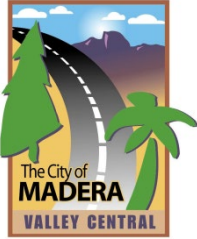
CITY OF MADERA

Alicia Gonzales

Santos Garcia, Mayor

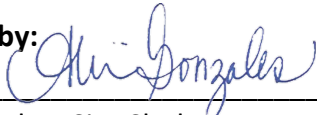
ATTEST

Zelda Leon, Deputy City Clerk

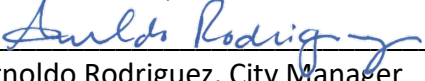


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnaldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: E-1

SUBJECT:

Consideration of Selection of Mayor Pro Tem to serve a one-year term

RECOMMENDATION:

Approve a Minute Order Accepting the nomination for Mayor Pro-Tem and making the appointment of Mayor Pro Tem to serve a one-year term

SUMMARY:

Resolution No. 12-210 delineates the protocol for the City Council to appoint one of its members to serve as Mayor Pro Tem. Specifically, the Resolution stipulates that this appointment shall take place during the Council's first regular meeting in December.

Moreover, the Resolution provides comprehensive guidelines and procedural details to be followed during the process of selecting the Mayor Pro Tem.

DISCUSSION:

According to Resolution No. 12-210, the procedure for appointing the Mayor Pro Tem entails a structured approach. The Resolution specifies that the selected Councilmember to serve as Mayor Pro Tem should generally not have previously held this position, except when all Council members have completed a term as Mayor Pro Tem.

In instances where all Councilmembers have fulfilled a term as Mayor Pro Tem, Resolution No. 12-210 establishes a criterion for selection. The individual chosen as Mayor Pro Tem in such circumstances would be the Councilmember who has not served for the longest period in that role.

Based on the information provided and the criteria established in Resolution No. 12-210, Councilmember Cece Gallegos qualifies to serve as Mayor Pro Tem for the upcoming term,

considering that all Councilmembers have served as Mayor Pro Tem. More specifically, Councilmember Gallegos last held the position of Mayor Pro Tem in 2017, aligning with the criteria stipulated in the resolution and establishing her eligibility to serve in this role once again.

Table 1 below provides a summary indicating the respective periods when each Councilmember last served as Mayor Pro Tem.

Table 1: History of Mayor Pro Tem		
District	Mayor Pro Tem	Year Served
1	Councilmember Gallegos	2017
2	Councilmember Rodriguez	2018
3	Councilmember Montes	2019
Citywide	Mayor Garcia	2020
6	Councilmember Villegas	2021
4	Councilmember Evans	2022
5	Councilmember Mejia	2023

FINANCIAL IMPACT:

The position of Mayor Pro Tem does not alter the standard monthly stipend received by Councilmembers. Additionally, the role does not introduce any additional financial benefits or compensation beyond what is already allocated to all Councilmembers.

Therefore, the selection of the Mayor Pro Tem, does not pose any changes or financial impact to the City's budgetary considerations.

ALTERNATIVES:

There is no alternative action.

ATTACHMENTS:

1. Exhibit A - Resolution 12-210

RESOLUTION NO. 12-210

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA ESTABLISHING A TERM FOR THE OFFICE OF, AND A
SELECTION PROCESS FOR MAYOR PRO TEMPORE AND REPEALING
RESOLUTION NO. 98-90**

WHEREAS, Government Code section 36801 requires forth that cities shall, after declaration of election results and installation of elected officials, select a Mayor and Mayor Pro Tempore; and

WHEREAS, the City Council adopted Resolution No. 98-90 setting forth the method and criteria for selecting the Mayor and Mayor Pro Tempore; and

WHEREAS, Section 2-1.22 of the Madera Municipal Code was added on May 19, 2010, setting forth that the mayor shall be elected by the voters of the city at large; and

WHEREAS, the selection procedure identified in Resolution No. 98-90, which includes a selection procedure for the mayor, is obsolete in part, and is in need of updating; and

WHEREAS, the City Council now wishes establish a procedure for the selection of a Mayor Pro Tempore.

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

1. The above recitals are true and correct.
2. Commencing the month of December of 2012, the City Council shall, at its first regular meeting in the month of December, meet and choose one of its members as Mayor Pro Tempore. The Council Member selected as Mayor Pro Tempore shall be chosen from such members of the Council who have not previously served as Mayor Pro Tempore unless all members have so served.

3. Where all Council Members have served a term as Mayor Pro Tempore, the person to be selected as Mayor Pro Tempore shall be the Council Member who has not served as Mayor Pro Tempore for the longest period of time. If the Council Member who has not served as Mayor Pro Tempore for the longest period of time declines the position, then the Council Member who has not served as Mayor Pro Tempore for the longest period of time other than the declining Council Member shall be selected.

4. When a selection of Mayor Pro Tempore is to be made from a Council Member who has not yet served as Mayor Pro Tempore, the person who is otherwise qualified and has served on the Council the longest without being Mayor Pro Tempore shall be selected as Mayor Pro Tempore. In the case where two or more Council Members qualified to be selected Mayor Pro Tempore have served the same amount of time without being selected, the Council Member to be selected shall be the person who received the most votes at their initial election. In the event that no Council Member who is otherwise eligible to be Mayor Pro Tempore has received the most votes at their initial election, then the selection from the eligible Council Members shall be made by drawing lots.

5. The Council Member selected to serve as Mayor Pro Tempore shall serve a one year term ending upon the selection of a new Mayor Pro Tempore at the first City Council meeting in December of the following year.

6. Resolution No. 98-90 entitled, "A Resolution of the City Council of the City of Madera, California Establishing a Term of the Office of, and a Selection Process for Mayor and Mayor Pro Tempore," is hereby repealed in its entirety.

7. This resolution shall be effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 5th day of December,
2012 by the following vote:

AYES: Council Members Poythress, Holley, Robinson, Bomprezzi, Svanda,
Frazier, Medellin.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.


ROBERT L. POYTHRESS, Mayor

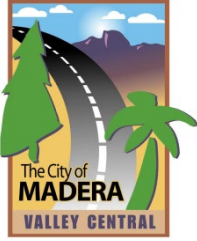
ATTEST:


SONIA ALVAREZ, City Clerk



APPROVED AS TO LEGAL FORM:
CITY ATTORNEY


By: BRENT RICHARDSON



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: E-2

SUBJECT:

Seek Direction Regarding the Regular City Council Meetings Scheduled 2024

RECOMMENDATION:

Deliberation and Direction Given from Council

DISCUSSION:

The City Council (Council) meets on the 1st and 3rd Wednesday evenings. Attachment 1 identifies tentative Council meeting dates for 2024. A few items worth highlighting:

- The first regular Council meeting in 2024 falls on Wednesday, January 3, 2024.
- The City is a member of the League of California Cities which hosts various conferences. A couple of conferences that Council members commonly attend include:
 - Mayors and Councilmembers Academy: January 24-26, 2024
 - City Leaders Summit: April 17 – 19, 2024
 - Annual Conference & Expo: October 16-18, 2024
- Madera Unified School District - Jr. High and High School Graduations: June 4-6, 2024.
- November 5, 2024 – General Election

Potential Schedule Conflicts

Similar to many events, there are schedule conflicts with holidays and other events. Some possible options:

- January 3, 2024: Potential options include:
 - Cancel the meeting, thus there would be no scheduled meetings in January

- Conduct a special meeting on Wednesday, January 31st, 2024, the 5th Wednesday of the month, or another Special Meeting date
- Mayors & Councilmembers Academy, Sacramento, CA: January 24-26, 2024
 - No anticipated conflicts
- City Leaders Summit, Sacramento, CA: April 12-14, 2024
 - Conduct the meeting as scheduled
 - Cancel the meeting, due to lack of quorum, as members attend the City Leaders Summit
- Annual Conference & Expo: Long Beach, CA: October 16-18, 2024. September 16th is the second Wednesday of the month, a scheduled Council meeting date. Potential options include:
 - Conduct the meeting as scheduled
 - Cancel the meeting, due to lack of quorum, as members attend the League of Cities Annual Conference
- Madera Unified School District – Jr. High and High School Graduation: June 4-6, 2024
 - Cancel the meeting, thus only having one meeting in June
 - Conduct the meeting as scheduled
- November 5, 2024, General Election
 - Cancel the meeting, thus only having one meeting in November
 - Conduct the meeting as scheduled

Potential new meeting date

It has come to staff's attention that due to the League of California Cities conference impacting the regular scheduled meeting on October 16, 2024, and the potential subsequent cancellation of the November 6, 2024 meeting due to the General Election held the night prior, the City is faced with an extensive gap between Council meetings, approximately spanning nearly 7 weeks.

Considering the potential work volume and unforeseen items that may arise during this period, it is staff's recommendation that the Council deliberate on the inclusion of a special meeting in the City's schedule on October 30, 2024.

The addition of a special meeting on October 30, 2024, would help mitigate the lengthy gap between scheduled Council meetings and ensure that the City addresses any pressing matters or emergent issues that may arise.

FINANCIAL IMPACT:

None.

ALTERNATIVES:

Several alternative approaches and options are available for the Council's consideration. These alternatives aim to ensure a cohesive and effective meeting schedule aligned with the Council's objectives and operational requirements:

1. Request for Clarification: Requesting more details or specific considerations can facilitate a more informed decision regarding the Council calendar.
2. Postpone Decision to a Future Meeting: The Council may opt to defer the final decision on the Council calendar for 2024 to a future meeting. This postponement allows for additional time to assess potential factors influencing the scheduling decisions prior to finalizing the meeting dates.
3. Provide Alternative Meeting Date Suggestions: Council members may propose alternative meeting dates or suggest adjustments to the proposed schedule. This option allows for flexibility in accommodating specific preferences or addressing potential conflicts while ensuring the Council's ability to convene effectively.

ATTACHEMENT:

4. 2024 Draft City Council Meeting Schedule

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

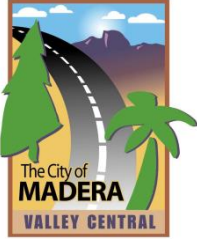
October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Meetings are held on the 1st & 3rd Wednesday of the month at 6 PM in the Council Chambers at City Hall, 205 W. 4th St., Madera,

	City Council Meeting		LOCC – Mayors & Council Academy 1/24-1/26/24
	½ day closure (Good Friday, Dec. 24/31)		LOCC – City Leaders Summit 4/17-4/19/24
	City Holiday		LOCC – 2024 Annual Conference & Expo 10/16-10/18/24
	Holiday Closure Dec. 26-31, 2024		Potential meeting date (to be determined by Council)



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 6, 2023

Agenda Number: E-3

SUBJECT:

Informational report on laws and regulations surrounding panhandling

RECOMMENDATION:

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

SUMMARY:

At the November 1, 2023, City Council meeting, Council made a formal request for comprehensive information concerning the legal framework and regulatory guidelines pertaining to panhandling within the City

DISCUSSION:

Panhandling, which involves individuals requesting items such as food or money, can encompass both passive and aggressive approaches. It's worth noting that while some individuals may find panhandling concerning or uncomfortable, it remains a complex issue in communities.

Often, there's a perception that resolving panhandling concerns falls within the purview of law enforcement. However, addressing panhandling requires a multifaceted approach involving various stakeholders beyond law enforcement alone. While law enforcement may play a role in ensuring public safety and enforcing relevant laws, a comprehensive solution may involve collaboration among social services, community organizations, local government, and law enforcement agencies.

Communities frequently request additional measures from cities to regulate panhandling. These requests may include the establishment of specific regulations, ordinances, or programs aimed at managing or mitigating the impact of panhandling on public spaces and community welfare.

Efforts to address panhandling issues often seek a balance between ensuring public safety, respecting individual rights, and offering assistance to those in need. Successful strategies may involve not only regulatory measures but also community outreach, education, and the provision of resources to support individuals experiencing homelessness or economic hardships.

The following outline some of the laws and practices commonly employed to address panhandling:

Federal Law

Panhandling intersects with free speech rights protected by the Constitution. Panhandling is a form of “speech” protected by the First Amendment. As a result, any State or local regulations regulating panhandling must pass Constitutional scrutiny in order to be legally valid.

State Law

Similar to the First Amendment of the U.S. Constitution, California also has a liberty of speech clause in its Constitution that applies to protected speech. Additionally, there are certain limitations placed on enforcing agencies by State statutes. Penal Code 647(c) makes it illegal to “accost other persons in any public place or in any place open to the public for the purpose of begging or soliciting alms.” This sort of accosting is commonly referred to as “aggressive” panhandling. Only aggressive panhandling is an offense. All other types of panhandling are considered “passive” panhandling and is not illegal in and of itself.

The prohibition on aggressive panhandling in “public spaces” includes streets, sidewalks, public transportation, parks, government buildings (such as City Hall), and public parking lots. However, it does not apply to “private” spaces such as shopping centers and malls, parking lots outside of privately owned stores, apartment buildings (with some exceptions), residential homes and properties, etc.

Individuals guilty of violating Penal Code 647(c) can receive additional charges depending on the specific circumstances surrounding this offense. Some of the most common legal violations that occur with such violations are:

- Penal Code 415: Disturbing the peace;
- Penal Code 602: Trespassing;
- Penal Code 646.9: Stalking;
- Penal Code 647: Disorderly conduct; and
- Penal Code 647c: Malicious obstruction of movement in public place.

Local Laws

In general, a city has the power to regulate conduct upon a street, sidewalk, or other public place or on or in a place open to the public. This means that local governments such as the City can

enact ordinances to prohibit certain types of activities that may be related to aggressive or even passive panhandling. However, these ordinances must still comply with state and federal laws, including any Constitutional restrictions.

Here, the City has relied on existing State law and has not passed an ordinance directly regulating solicitation and related activities on a local level. However, there are existing local prohibitions on sidewalk obstructions (MMC §3-4.01), excessive noise (MMC §3-11.01), use of intoxicants in public places (MMC § 4-2.02), certain conduct near schools (MMC§ 4-11.01) and other public nuisances. Violation of the City's municipal code may be an infraction or misdemeanor depending on the offense.

Current Enforcement Practices

Currently, the Police department primarily relies on Penal Code 647(c) for enforcement of aggressive panhandling in public spaces. The Penal Code is very specific when describing the behavior of the individual performing the act. The use of the word "accost" and caselaw specifies the behavior must be "aggressive" in nature to constitute an arrestable offense. As a general rule, Police Officers typically encounter passive panhandling where individuals express a calm and agreeable demeanor when requesting donations and are not exhibiting behaviors that obstruct public access to roadways, walkways, or any other public facility. Passive panhandling is not a violation of the law. The Police Department also enforces actions related to safety concerns which can also include all types of panhandling or requests for donations or contributions. For example, the Police Department enforces traffic and safety laws when individuals walk within the roadway to retrieve donations.

Enforcement Practices in Other Jurisdictions

Local governments have attempted to expand enforcement abilities by enacting local ordinances. Specifically, the City of Fresno has passed several ordinances limiting an individual's ability to solicit. The city prohibits individuals from soliciting in certain public places such as bus stops, public parking lots, near an automated teller machine (ATM), and throughout various dining areas. Fresno went further to require representatives soliciting contributions for a charitable or religious purpose to register with the Controller prior to collection. Lastly, Fresno prohibits individuals from loitering on a median island without a City issued permit. These ordinances do not undermine the State's Penal Code but provide expanded and detailed enforcement guidelines for police and code enforcement officers.

The City of Merced also has several ordinances which limit aggressive solicitation, including distance criteria from certain places, as well as soliciting or lingering on a median island.

In contrast the City of Chowchilla does not appear to have any local regulations regarding panhandling. The City of Clovis had some regulations on the soliciting of money, which was repealed in 2009. Today, Clovis does not appear to have any current municipal code restrictions on panhandling.

If the Council is so inclined, it can potentially impose certain regulations that could affect aggressive panhandling. As noted above, panhandling is generally considered “speech” that is protected by the U.S. and California Constitutions. However, while the content of the speech cannot be regulated, cities do have authority to impose certain time, place, and manner restrictions on speech. In this regard, the regulation be “justified” by legitimate concerns that are unrelated to any “disagreement with the message” conveyed by the speech.

This summary encapsulates some common laws and practices employed by communities to manage and address panhandling. The effectiveness of these measures often relies on a multifaceted approach that balances legal considerations, community well-being, individual rights, and support systems for those in need. Adjustments can be made to tailor these measures to specific local contexts and needs.

FINANCIAL IMPACT:

The financial impact attributed to the preparation of this staff report is nominal, reflecting the standard resource allocation dedicated to information gathering and report preparation.

However, should the Council direct staff to undertake the creation of a local ordinance aimed at curbing panhandling within the City, there may be an associated increase in costs. The extent of this potential financial impact is challenging to quantify conclusively at this juncture.

ALTERNATIVES:

This report is for informational purposes only.