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

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, May 7, 2025
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: 865 8851 4697 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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CALL TO ORDER:

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

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. MadTown Robotics World Championship Recognition
2. Proclamation Recognizing the Retirement of City Employee Pat Rollins, Electrician III
3. Proclamation Recognizing Letter Carriers' Stamp Out Hunger Food Drive
4. Proclamation Recognizing Relay for Life
5. Proclamation Recognizing Public Service Week
6. Proclamation Recognizing International Firefighters Day
7. Proclamation Recognizing National Police Week

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS: None

B. CONSENT CALENDAR:

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

B-1 Minutes – April 16, 2025

Recommendation: Approve the City Council Minutes of April 16, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for April 5 to April 25, 2025 (Report by Michael Lima)

B-3 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-4 Certificate of Recognition Honoring Monte Pistoresi

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Monte Pistoresi (Report by Alicia Gonzales)

B-5 Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127)

Recommendation: Adopt a Resolution Approving the Contract Award for Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127) in the amount of $219,680.00 to Dave Christian Construction Co., Inc. (Report by Keith Helmuth)

B-6 Madera County Food Bank Fee Waiver Request for Senior Nutrition and Produce Program

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Lions Town & Country Park starting on May 14, 2025, and ending on October 22, 2025, related to the Senior Nutrition and Produce Program (SNAPP) event hosted by the Madera County Food Bank (MCFB), at an anticipated rental fee of $2,505 (Report by Joseph Hebert)

B-7 Procure Server and Storage Area Network (SAN) Hardware under a Piggyback Government Contract with AMS.NET

Recommendation: Adopt a Resolution Approving the City of Madera's Purchase of Information Technology Equipment under a Piggyback Contract between the County of Merced and AMS.NET in the amount of $410,435.35 plus shipping costs (Report by Gary Price)

B-8 One Easement Deed for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving and Agreement for Purchase of an Easement at 349 S C Street (APN 007-192-012) (Abdou Coury Hanna) (Report by Keith Helmuth)

B-9 Acceptance of Fleet Rollup Door Removal and Replacement Contract with DL Batty, Inc.

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Fleet Rollup Door Removal and Replacement
2. The Recording of the Notice of Completion
3. The release of retention 35 days after recording of the Notice of Completion (Report by Michael Lima)

B-10 Budget Amendment for Community Facilities District Budgets

Recommendation: Adopt Budget Amendment Increasing the Budgets for Community Facilities District 2005-1 ($1,000) and Community Facilities District 2006-1 ($500) (Report by Michael Lima)

B-11 Fee Study/Cost Allocation Plan Professional Services Contract

Recommendation: Award a Three-Year Contract with Two (2) One-Year Extensions to ClearSource Financial for Fee Study and Cost Allocation Plan Preparation/Development Services (Report by Michael Lima)

B-12 Appointment to the Civil Service Commission for District 6

Recommendation: Adopt a Resolution Approving the Appointment of Mattie Mendez to the Civil Service Commission (Report by Wendy Silva)

B-13 Appointment to the Civil Service Commission for District 2

Recommendation: Adopt a Resolution Approving the Appointment of Stephani Perez to the Civil Service Commission (Report by Wendy Silva)

B-14 Motorola Service Provider Agreement Renewal

Recommendation: Adopt a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2024/2025 Adopted Budget to Appropriate General Fund Balance to Cover a Budget Shortfall Related to the Renewal of an Agreement with Motorola Solutions, Inc. for the Upgrade and Maintenance of Police Department Communication Equipment (Report by Giachino Chiaramonte)

B-15 Engagement of Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson)

Recommendation: Adopt a Resolution Ratifying an Agreement Waiver and Consent with Baker Donelson for Limited Engagement as Legal Counsel in Support of the City's Application for Disaster Relief Funds for the January 2023 Winter Storms Event (Report by Wendy Silva)

B-16 Automatic License Plate Reader Purchase

Recommendation: Adopt a Resolution Approving Omnia Partners Piggyback Agreement R250203 for the Purchase of Automatic License Plate Readers from Flock Group Inc., dba Flock Safety for $47,215 (Report by Giachino Chiaramonte)

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

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

D-1 Contractor Services Agreement with EMTS Inc. for Professional Landscape Maintenance Services

Recommendation:

1. Adopt a Resolution awarding a Contractor Services Agreement under Request for Proposal (RFP) No. 202425-15 to EMTS Inc, dba Elite Maintenance & Tree Services, for Professional Landscape Maintenance Services in the amount of $294,457.56, for the Downtown District, certain City facilities & non-medians, and median islands; and
2. Adopt a Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $5,790 (Report by Joseph Hebert)

D-2 Rejection of Bids Received for the Invitation for Bids (IFB) 202425-22 James Taubert Park Construction

Recommendation: Accept a Resolution Rejecting all Bids Received for IFB 202425-22 for the Construction of James Taubert Park (Report by Joseph Hebert)

D-3 Madera Subbasin Joint Groundwater Sustainability Plan Five-Year Evaluation and Update Cost Sharing Memorandum of Understanding

Recommendation: Approve a Resolution Approving Madera Subbasin Joint Groundwater Sustainability Plan Five-Year Evaluation and Update Cost Sharing Memorandum of Understanding ***(Action on this item by the Groundwater Sustainability Agency)*** (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

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

Recommendation: This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 3 Recap (Report by Joseph Hebert)

E-2 Select Recipient for the Proclamations in the Month of June

Recommendation: Request for Council's Selection of a Recipient for the Proclamation Recognizing Pride Month and a Proclamation Recognizing Juneteenth Day (Report by Alicia Gonzales)

E-3 Informational Report on the Madera Metro Transit System

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

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

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

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

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

Agency Designated Representative: Arnoldo Rodriguez and Che Johnson

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director

of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

UPCOMING MEETING DATES:

- Wednesday, May 21, 2025
- Wednesday, June 18, 2025

ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 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 May 7, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 7:00 p.m. on May 1, 2025.

Alicia Gonzales

Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	04/16/2025
Adopted:	05/07/2025

Minutes of a Regular Meeting of the Madera City Council and
Minutes of a Special Meeting of the Madera City Council as the Groundwater Sustainability Agency

April 16, 2025 **Council Chambers**
6:00 p.m. **City Hall**

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

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

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4 (Arrived at 6:03 p.m.)
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Anthony Garcia, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

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

PRESENTATIONS:

1. Proclamation Recognizing National Volunteer Month

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Maurice, a member of the public, stated that he attended the last Airport Advisory Committee, and they are still not able to conduct business as they did not have a quorum. He has applied to serve on the committee and has spoken to Councilmembers Montes and Rodriguez and if Council is interested in filling the vacancy, he is willing to help.

Diana Combs on behalf of the Relay for Life leadership team thanked the Council and all of Madera for their continued support throughout the years. This year's Relay for Life event will be held on April 26th at the Town and Country Park with Councilmember Evans giving the opening speech at 9:00 a.m.

India Buenrostro, a representative of Congressman Adam Gray announced they have opened community project funding. They have 15 slots open, and requests are due by April 21st. She gave copies of the guidelines to City Clerk Alicia Gonzales.

Arturo Martinez, District Representative for Senator Anna Caballero stated that the Senator hosted a Woman of the Year event at Madera Community College and Councilmember Evans was able to join them. They honored 12 women from Madera. Some of the honorees were: Rosa who is from Oaxacan ancestry and a community volunteer; she was honored at the Capitol as well; Tricia Placencia, an educator from Chowchilla; Monica Bravo, a community leader; and Christina Beckstead, Executive Director of the Madera County Farm Bureau. Mr. Martinez mentioned that the Senator is currently working on several senate bills.

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

A. **PUBLIC HEARINGS:** None

B. **CONSENT CALENDAR:**

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

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

B-1 Minutes – April 2, 2025

Recommendation: Approve the City Council Minutes of April 2, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 22, 2025 to April 4, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 American Cancer Society Waiver Request for Relay for Life 2025, Heart of California Event

Recommendation: Adopt a Resolution waiving the rental fees of the Lions Town & Country Park starting on April 25, 2025, and ending on April 27, 2025, related to the Relay for Life 2025 event hosted by the American Cancer Society, at an anticipated rental fee of $550 (Report by Joseph Hebert)

RES 25-66 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE TOWN & COUNTRY PARK ON APRIL 25, 2025, THROUGH APRIL 27, 2025, RELATED TO THE RELAY FOR LIFE EVENT HOSTED BY THE AMERICAN CANCER SOCIETY, AT AN ANTICIPATED FEE RENTAL OF $550

B-5 Appointment to the Transit Advisory Board

Recommendation: Adopt a Resolution Approving the Appointment of Tonyce Givens to the Transit Advisory Board (Report by Michael Lima)

RES 25-67 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF TONYCE GIVENS TO THE CITY OF MADERA TRANSIT ADVISORY BOARD

B-6 Sunrise Rotary Sports Complex Rental for the Cinco de PRM: Tacos & 3K Run Event Fee Waiver Request

Recommendation: Adopt a Resolution Waiving the Rental Fees of Sunrise Rotary Sports Complex related to the Cinco de PRM: Tacos & 3K Run hosted by Project Run Madera on May 3, 2025, at an anticipated rental fee of $802.50 (Report by Joseph Hebert)

RES 25-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR SUNRISE ROTARY SPORTS COMPLEX RELATED TO A CINCO DE PRM: TACOS & 3K RUN, HOSTED BY PROJECT RUN MADERA ON MAY 3, 2025

B-7 Budget Amendment for Wastewater Treatment Plant

Recommendation: Adopt a Resolution Amending the City's Fiscal Year 24/25 operating budget in the amount of $386,293 (Report by Arnoldo Rodriguez)

RES 25-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE CITY'S FISCAL YEAR 2024/25 ADOPTED BUDGET IN THE AMOUNT OF $386,293

C. WORKSHOP: None

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

D-1 Caltrans Highway Project 06-0Y180 on State Route 145 in Madera County Landscape Maintenance Agreement within State Right of Way on Route 145 within the City of Madera

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

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

RES 25-70 A RESOLUTION CONCURRING WITH UPDATE TO EXISTING LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE RIGHT OF WAY ON ROUTE 145 WITHIN THE CITY OF MADERA

E. ADMINISTRATIVE REPORTS:

E-1 Informational Report on Potential Demolition of Two City Owned Buildings

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

Council gave seven (7) thumbs up to move forward with the demolition of the two buildings.

E-2 Madera Municipal Golf Course Update 2025

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

Ed McIntyre, Vice-chair of the Golf Course Advisory Committee, advised that there is a huge amount of deferred maintenance at the golf course with the air conditioning system being second only to the bathrooms. He suggested that Council hold a joint meeting with the Golf Course Advisory Committee to discuss these topics.

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

E-3 Domestic Well Mitigation Program (DWMP)

Recommendation: Receive update and provide direction regarding information provided as part of this update to City Council ***(Action on this item by the Groundwater Sustainability Agency)*** (Report by Keith Helmuth)

Ed McIntyre commented that the City of Madera should be getting some benefits if they are reporting how much water is going back into the system.

City Engineer Keith Helmuth mentioned that the City is getting proportional benefits.

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 Villegas had nothing to report.

Mayor Pro Tem Rodriguez mentioned that the City received a Blueprint Award in Excellence for the planning project of The Villages at Almond Grove (aka Village D). He congratulated all those involved in making this project happen.

Councilmember Mejia stated that she participated in the mini Guelaguetza and Calenda event that was hosted by Washington Elementary last Friday. On May 1st several Madera clubs, organizations and the community will take part in a nationwide protest march that starts at 5:00 p.m. at Courthouse Park. The protest brings attention to defending immigrant rights which include due process and workers' rights. She hopes to see everyone there.

Councilmember Montes had nothing to report.

Councilmember Zacharia mentioned that currently, the Robotics Team is in the Championships in Houston, Texas.

Councilmember Evans congratulated the City on receiving the Blueprint Award in Excellence for The Villages at Almond Grove. She attended the Rescue Mission's Tiny Homes ribbon cutting ceremony. She also attended the Veteran's ribbon cutting at Madera Community College. She will be the keynote speaker for the Relay for Life event at 9:00 a.m. on April 26th at Town and Country Park. She highlighted the Cinco the Mayo event which will be held on May 3rd.

Mayor Gallegos congratulated the Madera Police Department as they received the Lexipole Connect 2024 gold for excellence in policy maintenance and training. She reminded everyone that the Relay for Life event is next Saturday. She mentioned the City's Easter egg hunt which was hosted by the Police Department this past Saturday. Mayor Gallegos mentioned that these events could not happen without volunteers. The Madera Prayer Breakfast will be held on May 1st.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation

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

City Attorney Shannon Chaffin made the closed session announcement at 7:51 p.m. Mr. Chaffin and Council returned from Closed Session at 8:16 p.m. Mr. Chaffin stated there was reportable action on Item G-1. The City Attorney was authorized to initiate litigation to eject airport tenants whose leases have terminated and who have not timely vacated.

UPCOMING MEETING DATES:

- Wednesday, May 7, 2025
- Wednesday, May 21, 2025

ADJOURNMENT: Meeting was adjourned at 8:16 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: May 07, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for April 5 to April 25, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of April 5 to April 25, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	42017 – 42273	$6,396,030.37

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,361,297.29
SDI	EDD	$6,004.65
CalPERS Payment	CalPERS	$155,532.18

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

May 7, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42017	04/08/2025	PARKS ADMIN	Sports Programs	J & D MANUFACTURING	TINY TIKES PROGRAM SHIRTS	609.45
42018	04/08/2025	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	CODE ENFORCEMENT STICKERS	212.41
42019	04/08/2025	CITY ADMIN	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	CONSULTANT SERVICES	4,000.00
42020	04/08/2025	FINANCE	Finance	THE PUN GROUP	PROFESSIONAL AUDITING SVS	22,495.00
42021	04/08/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	102.06
42021	04/08/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	89.41
42021	04/08/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	99.22
42021	04/08/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	119.41
42021	04/08/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	82.96
42021	04/08/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	115.10
42021	04/08/2025	FINANCE	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	47.16
42021	04/08/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	478.70
42021	04/08/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	467.02
42021	04/08/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	169.08
42021	04/08/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	144.67
42021	04/08/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	284.02
42021	04/08/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	491.33
42021	04/08/2025	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	144.84
42021	04/08/2025	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	69.47
42021	04/08/2025	FINANCE	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	111.31
42021	04/08/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	199.98
42021	04/08/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	572.13
42021	04/08/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	200.26
42021	04/08/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	175.19
42021	04/08/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	2,439.19
42021	04/08/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	2,028.62
42021	04/08/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	2,157.70
42021	04/08/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	2,173.56
42021	04/08/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	733.69
42021	04/08/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	821.60
42021	04/08/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	1,569.96
42021	04/08/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	1,754.04
42021	04/08/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	3,238.58
42021	04/08/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	3,383.13
42021	04/08/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	2,946.64
42021	04/08/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	3,078.15
42021	04/08/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	1,324.56
42021	04/08/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	1,346.25
42021	04/08/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	54.57
42021	04/08/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	224.98
42021	04/08/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	7,422.22
42021	04/08/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	6,934.81
42021	04/08/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 02/16/25-02/28/25	67.12

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42021	04/08/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/01/25-03/15/25	238.42
42021	04/08/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	4,290.94
42021	04/08/2025	WWTP	Sewer Fund	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	3,478.23
42022	04/08/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	BENEFITS BROKER SERVICES	7,500.00
42023	04/08/2025	ENGINEERING	Water Capital Outlay	CALIFORNIA DEPT OF TAX AND FEE ADMINISTRAT	HAZARDOUS WASTE GENERATON FEE - 233-277024	3,768.60
42024	04/08/2025	ENGINEERING	Sewer Capital Outlay	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS	55,206.53
42025	04/08/2025	ENGINEERING	Transportation Impact Fee	CORNERSTONE STRUCTURAL ENGINEERING GROU	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	2,670.47
42026	04/08/2025	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	39.00
42026	04/08/2025	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	39.00
42026	04/08/2025	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	351.00
42026	04/08/2025	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	78.00
42026	04/08/2025	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	117.00
42026	04/08/2025	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	78.00
42026	04/08/2025	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	39.00
42026	04/08/2025	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	19.50
42026	04/08/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	19.50
42026	04/08/2025	PW ADMIN	Sewer Fund	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	39.00
42026	04/08/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 03/25	39.00
42027	04/08/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 02/01/25-02/28/25	2,362.00
42028	04/08/2025	ENGINEERING	RSTP - FED EX	C3 ELECTRIC, INC.	TS-35 LAKE & SHERWOOD TRAFFIC SIGNAL PROJECT	89,453.71
42029	04/08/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	159.56
42029	04/08/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	803.00
42029	04/08/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	803.00
42029	04/08/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	472.83
42029	04/08/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	2,175.00
42029	04/08/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	2,175.00
42029	04/08/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	1,696.19
42029	04/08/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	7,815.00
42029	04/08/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	7,815.00
42029	04/08/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	18.48
42029	04/08/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	85.00
42029	04/08/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	85.00
42029	04/08/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	330.87
42029	04/08/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	1,522.00
42029	04/08/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	1,522.00
42029	04/08/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	44.65
42029	04/08/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	205.40
42029	04/08/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	205.40
42029	04/08/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	194.13
42029	04/08/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	893.00
42029	04/08/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	893.00
42029	04/08/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	54.35
42029	04/08/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	250.00
42029	04/08/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	250.00
42029	04/08/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	206.63
42029	04/08/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	950.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42029	04/08/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	950.50
42029	04/08/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	206.63
42029	04/08/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	950.50
42029	04/08/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	950.50
42029	04/08/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	187.94
42029	04/08/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	864.50
42029	04/08/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	864.50
42029	04/08/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	187.93
42029	04/08/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	864.50
42029	04/08/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	864.50
42029	04/08/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	44.65
42029	04/08/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	205.40
42029	04/08/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	205.40
42029	04/08/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	44.65
42029	04/08/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	205.40
42029	04/08/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	205.40
42029	04/08/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	89.31
42029	04/08/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	410.80
42029	04/08/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	410.80
42029	04/08/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	245.78
42029	04/08/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	1,106.00
42029	04/08/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	1,106.00
42029	04/08/2025	PW ADMIN	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	209.35
42029	04/08/2025	PW ADMIN	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	1,061.00
42029	04/08/2025	PW ADMIN	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	1,061.00
42029	04/08/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 01/25	847.61
42029	04/08/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 02/25	4,387.00
42029	04/08/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 03/25	4,387.00
42030	04/08/2025	INFORMATION SVC.	COMPUTER MAINT	REMOTE BACKUP CORP	FORENSIC RECOVERY	5,240.00
42031	04/08/2025	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	2,310.00
42032	04/08/2025	FINANCE	Facilities Maintenance	AT&T	02/25 FIRSTNET SERVICE 9391026394	24.95
42032	04/08/2025	FINANCE	Facilities Maintenance	AT&T	02/25 FIRSTNET SERVICE 9391031564	13.72
42032	04/08/2025	FINANCE	Fleet Maintenance	AT&T	02/25 FIRSTNET SERVICE 9391026394	16.66
42032	04/08/2025	FINANCE	Fleet Maintenance	AT&T	02/25 FIRSTNET SERVICE 9391031564	9.15
42032	04/08/2025	FINANCE	STREETS	AT&T	02/25 FIRSTNET SERVICE 9391026394	41.62
42032	04/08/2025	FINANCE	STREETS	AT&T	02/25 FIRSTNET SERVICE 9391031564	22.88
42032	04/08/2025	FINANCE	Sewer Mtnc/Operations	AT&T	02/25 FIRSTNET SERVICE 9391026394	29.11
42032	04/08/2025	FINANCE	Sewer Mtnc/Operations	AT&T	02/25 FIRSTNET SERVICE 9391031564	16.01
42032	04/08/2025	FINANCE	SOLID WASTE	AT&T	02/25 FIRSTNET SERVICE 9391026394	33.28
42032	04/08/2025	FINANCE	SOLID WASTE	AT&T	02/25 FIRSTNET SERVICE 9391031564	18.32
42032	04/08/2025	FINANCE	UB - Garbage	AT&T	02/25 FIRSTNET SERVICE 9391026394	8.32
42032	04/08/2025	FINANCE	UB - Garbage	AT&T	02/25 FIRSTNET SERVICE 9391031564	4.57
42032	04/08/2025	FINANCE	UB - Sewer	AT&T	02/25 FIRSTNET SERVICE 9391026394	8.32
42032	04/08/2025	FINANCE	UB - Sewer	AT&T	02/25 FIRSTNET SERVICE 9391031564	4.57
42032	04/08/2025	FINANCE	UB - Water	AT&T	02/25 FIRSTNET SERVICE 9391026394	16.66
42032	04/08/2025	FINANCE	UB - Water	AT&T	02/25 FIRSTNET SERVICE 9391031564	9.16

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42032	04/08/2025	FINANCE	Water Mtnc/Operations	AT&T	02/25 FIRSTNET SERVICE 9391026394	37.43
42032	04/08/2025	FINANCE	Water Mtnc/Operations	AT&T	02/25 FIRSTNET SERVICE 9391031564	20.58
42032	04/08/2025	FINANCE	Water Quality Control	AT&T	02/25 FIRSTNET SERVICE 9391026394	16.66
42032	04/08/2025	FINANCE	Water Quality Control	AT&T	02/25 FIRSTNET SERVICE 9391031564	9.15
42032	04/08/2025	FINANCE	WWTP	AT&T	02/25 FIRSTNET SERVICE 9391026417	40.83
42032	04/08/2025	FINANCE	WWTP	AT&T	02/25 FIRSTNET SERVICE 9391026405	29.47
42032	04/08/2025	FINANCE	WWTP	AT&T	02/25 FIRSTNET SERVICE 9391026394	24.95
42032	04/08/2025	FINANCE	WWTP	AT&T	02/25 FIRSTNET SERVICE 9391031564	13.72
42032	04/08/2025	FINANCE	Purchasing	AT&T	02/25 FIRSTNET SERVICE 9391026394	24.95
42032	04/08/2025	FINANCE	Purchasing	AT&T	02/25 FIRSTNET SERVICE 9391031564	13.72
42033	04/08/2025	FINANCE	AIRPORT OPS	AT&T	02/25 FIRSTNET SERVICE 287302656036	198.76
42033	04/08/2025	FINANCE	Building	AT&T	02/25 FIRSTNET SERVICE 287302656036	150.39
42033	04/08/2025	FINANCE	City Clerk's Office	AT&T	02/25 FIRSTNET SERVICE 287302656036	90.16
42033	04/08/2025	FINANCE	City Council	AT&T	02/25 FIRSTNET SERVICE 287302656036	281.68
42033	04/08/2025	FINANCE	Code Enforcement	AT&T	02/25 FIRSTNET SERVICE 287302656036	45.08
42033	04/08/2025	FINANCE	Comm & Rec Centers	AT&T	02/25 FIRSTNET SERVICE 287302656036	50.13
42033	04/08/2025	FINANCE	COMPUTER MAINT	AT&T	02/25 FIRSTNET SERVICE 287302656036	743.41
42033	04/08/2025	FINANCE	Engineering	AT&T	02/25 FIRSTNET SERVICE 287302656036	350.70
42033	04/08/2025	FINANCE	Facilities Maintenance	AT&T	02/25 FIRSTNET SERVICE 287302656036	791.61
42033	04/08/2025	FINANCE	Finance	AT&T	02/25 FIRSTNET SERVICE 287302656036	185.58
42033	04/08/2025	FINANCE	Fleet Maintenance	AT&T	02/25 FIRSTNET SERVICE 287302656036	45.08
42033	04/08/2025	FINANCE	GRANT OVERSIGHT	AT&T	02/25 FIRSTNET SERVICE 287302656036	95.21
42033	04/08/2025	FINANCE	HR/RISK MGT	AT&T	02/25 FIRSTNET SERVICE 287302656036	50.13
42033	04/08/2025	FINANCE	Parks	AT&T	02/25 FIRSTNET SERVICE 287302656036	290.74
42033	04/08/2025	FINANCE	Parks Administration	AT&T	02/25 FIRSTNET SERVICE 287302656036	50.13
42033	04/08/2025	FINANCE	Planning	AT&T	02/25 FIRSTNET SERVICE 287302656036	90.16
42033	04/08/2025	FINANCE	STREETS	AT&T	02/25 FIRSTNET SERVICE 287302656036	50.13
42033	04/08/2025	FINANCE	Recreation	AT&T	02/25 FIRSTNET SERVICE 287302656036	90.16
42033	04/08/2025	FINANCE	UB - Garbage	AT&T	02/25 FIRSTNET SERVICE 287302656036	11.27
42033	04/08/2025	FINANCE	UB - Sewer	AT&T	02/25 FIRSTNET SERVICE 287302656036	11.27
42033	04/08/2025	FINANCE	UB - Water	AT&T	02/25 FIRSTNET SERVICE 287302656036	22.54
42033	04/08/2025	FINANCE	WWTP	AT&T	02/25 FIRSTNET SERVICE 287302656036	50.13
42033	04/08/2025	FINANCE	City Manager	AT&T	02/25 FIRSTNET SERVICE 287302656036	140.50
42034	04/08/2025	ENGINEERING	Water Capital Outlay	BSK ASSOCIATES	EXTRA TESTING SERVICES	2,710.00
42035	04/08/2025	ENGINEERING	LTF - Streets	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	4,009.00
42035	04/08/2025	ENGINEERING	MEAS T - ENVIRO	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	1,140.00
42036	04/08/2025	GRANTS	TRANS - FIXED	CALACT	2025 MEMBERSHIP	243.75
42036	04/08/2025	GRANTS	TRANS - DAR	CALACT	2025 MEMBERSHIP	243.75
42036	04/08/2025	GRANTS	Dial-A-Ride	CALACT	2025 MEMBERSHIP	243.75
42036	04/08/2025	GRANTS	Fixed Route	CALACT	2025 MEMBERSHIP	243.75
42037	04/08/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	64.00
42037	04/08/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SVS	514.00
42037	04/08/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	665.00
42038	04/08/2025	FACILITIES	Deferred Maintenance	CALIFORNIA CLIMATE CONTROL, INC.	HVAC REPLACEMENT - FIRE #57	12,985.76
42039	04/08/2025	FINANCE	Finance	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT FY 23/24	2,846.55
42040	04/08/2025	ENGINEERING	Engineering	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPERPLOTTER PAPER	119.70

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42041	04/08/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	73.62
42041	04/08/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	41.95
42041	04/08/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	361.37
42041	04/08/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	414.60
42041	04/08/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	74.43
42041	04/08/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	167.79
42041	04/08/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	81.19
42041	04/08/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	41.14
42041	04/08/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	41.14
42041	04/08/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	41.95
42041	04/08/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	41.95
42041	04/08/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	41.14
42041	04/08/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	113.66
42041	04/08/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	36.81
42041	04/08/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 03/25	899.43
42042	04/08/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 03/28/2025 PAYROLL	865.91
42043	04/08/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 02/25	63.73
42043	04/08/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 03/25	63.73
42043	04/08/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 02/25	18.86
42043	04/08/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 03/25	18.86
42043	04/08/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 02/25	18.92
42043	04/08/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 03/25	18.92
42043	04/08/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 02/25	135.45
42043	04/08/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 03/25	135.45
42043	04/08/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 02/25	90.62
42043	04/08/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 03/25	90.62
42043	04/08/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 02/25	36.86
42043	04/08/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 03/25	36.86
42043	04/08/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 02/25	126.49
42043	04/08/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 03/25	126.49
42043	04/08/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 02/25	27.87
42043	04/08/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 03/25	27.87
42043	04/08/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 02/25	99.59
42043	04/08/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 03/25	99.59
42043	04/08/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 02/25	18.92
42043	04/08/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 03/25	18.92
42043	04/08/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 02/25	36.86
42043	04/08/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 03/25	36.86
42043	04/08/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 02/25	36.86
42043	04/08/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 03/25	36.86
42043	04/08/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 02/25	45.79
42043	04/08/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 03/25	45.79
42043	04/08/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 02/25	36.83
42043	04/08/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 03/25	36.83
42043	04/08/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 02/25	45.48
42043	04/08/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 03/25	45.48

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42043	04/08/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 02/25	45.80
42043	04/08/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 03/25	45.80
42043	04/08/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 02/25	54.77
42043	04/08/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 03/25	54.77
42043	04/08/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 02/25	32.34
42043	04/08/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 03/25	32.34
42043	04/08/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 02/25	36.83
42043	04/08/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 03/25	36.83
42043	04/08/2025	FINANCE	Sr Citizen Community Serv	COMCAST	CITY INTERNET CONNECTION 02/25	36.83
42043	04/08/2025	FINANCE	Sr Citizen Community Serv	COMCAST	CITY INTERNET CONNECTION 03/25	36.83
42043	04/08/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 02/25	30.11
42043	04/08/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 03/25	30.11
42043	04/08/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 02/25	30.11
42043	04/08/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 03/25	30.11
42043	04/08/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 02/25	59.25
42043	04/08/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 03/25	59.25
42043	04/08/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 02/25	41.31
42043	04/08/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 03/25	41.31
42043	04/08/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 02/25	18.92
42043	04/08/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 03/25	18.92
42043	04/08/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 02/25	27.87
42043	04/08/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 03/25	27.87
42043	04/08/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 02/25	18.86
42043	04/08/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 03/25	18.86
42043	04/08/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 02/25	27.87
42043	04/08/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 03/25	27.87
42044	04/08/2025	FINANCE	PD Operations	COMCAST	03/25 SVS 8155500320092096	202.76
42045	04/08/2025	HR/RISK MGT	HR/RISK MGT	CONCENTRA MANAGED CARE	PRE-EMPLOYMENT SERVICES	803.00
42046	04/08/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	293.00
42047	04/08/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	NOTIFICATION MAILER	927.86
42047	04/08/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 01/25	2,831.28
42047	04/08/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	NOTIFICATION MAILER	927.87
42047	04/08/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 01/25	2,831.29
42047	04/08/2025	UB - WATER	UB - Water	DATAPROSE, LLC	NOTIFICATION MAILER	1,855.73
42047	04/08/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 01/25	5,662.58
42048	04/08/2025	FACILITIES	Facilities Maintenance	DIAMOND COMMUNICATIONS	UPDATE PREFIX/PROGRAMMING/SERVICE - PW	339.50
42049	04/08/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	FIRE PROTECTION SVS 03/01/25-03/15/25	8,550.00
42050	04/08/2025	PD OPERATIONS	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	1,616.98
42050	04/08/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	3,961.02
42051	04/08/2025	PD OPERATIONS	PD Operations	FRESNO MADERA COUNTIES POLICE CHIEF ASSO	YEARLY MEMBERSHIP DUES	600.00
42052	04/08/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 03/25	434.50
42052	04/08/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 03/25	434.50
42053	04/08/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	SIGNAL PUSH BUTTONS	1,483.03
42054	04/08/2025	PD OPERATIONS	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	538.45
42055	04/08/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	10,804.50
42056	04/08/2025	FINANCE	Water Mtnc/Operations	CITY OF MADERA	RWMG ANNUAL MEMBERSHIP DUES	1,550.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42057	04/08/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 03/25	310.00
42058	04/08/2025	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 02/25	570.00
42059	04/08/2025	FINANCE	General Fund	MADERA COUNTY	TSA MCC12403-A-24 FY 23/24 Q4	152,894.86
42060	04/08/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 03/25	8,755.44
42061	04/08/2025	CITY CLERK'S OFFICE	City Clerk's Office	MADERA TRIBUNE	PUBLICATION OF ORDINANCE - 1015 CS	351.00
42062	04/08/2025	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	735.14
42062	04/08/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	4,165.78
42062	04/08/2025	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	1,959.30
42062	04/08/2025	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	4,030.66
42063	04/08/2025	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SERVICES R-000094	948.50
42063	04/08/2025	PARKS ADMIN	Prop 68 Grant	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARK	91.11
42063	04/08/2025	PARKS ADMIN	Special Legislative Grant	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	419.20
42064	04/08/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	102.98
42064	04/08/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	4,329.22
42064	04/08/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	1,267.64
42064	04/08/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICES 1715785853-5	1,782.26
42064	04/08/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICES 5225647713-5	15.77
42064	04/08/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICES 1598348280-1	115.78
42064	04/08/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICES 5207933925-6	106.53
42064	04/08/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	02/25 SERVICES 9787342989-4	177.77
42064	04/08/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	39,334.37
42064	04/08/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	936.50
42064	04/08/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	1,444.30
42064	04/08/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	02/25 SERVICES 8675479583-8	57.40
42064	04/08/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	6,808.68
42064	04/08/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-1	2,954.45
42064	04/08/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	598.05
42064	04/08/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	95,324.68
42064	04/08/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	29,834.82
42064	04/08/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	02/25 SERVICES 0443905948-8	11.47
42064	04/08/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	9.90
42064	04/08/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	29.77
42064	04/08/2025	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	22.30
42064	04/08/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	10.86
42064	04/08/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	52.54
42064	04/08/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	39.36
42064	04/08/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	29.77
42064	04/08/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	9.53
42064	04/08/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	67.60
42064	04/08/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	11.17
42064	04/08/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	68.76
42064	04/08/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	22.76
42064	04/08/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-20	158.70
42064	04/08/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	02/25 SERVICES 6948316261-1	22.08
42064	04/08/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	01/25 SERVICES 3533032414-2	81.96
42065	04/08/2025	PD OPERATIONS	Code Enforcement	PECK'S PRINTERY	CE - 3 PART NCR	350.73

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42065	04/08/2025	PD OPERATIONS	Code Enforcement	PECK'S PRINTERY	CE - ENVELOPES	178.61
42065	04/08/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - ANNUAL REPORT BOOKLETS	2,935.74
42066	04/08/2025	ENGINEERING	RSTP - FED EX	SALEM ENGINEERING GROUP	R-10 TESTING LAB	670.00
42067	04/08/2025	FINANCE	PD Operations	PHOENIX GROUP INFO SYS	CITATIONS 02/25	301.87
42068	04/08/2025	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	Facilities Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	Sewer Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	Water Quality Control	PITNEY BOWES, INC.	POSTAGE FEES	48.79
42068	04/08/2025	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42068	04/08/2025	PW ADMIN	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	48.77
42069	04/08/2025	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	48,052.21
42070	04/08/2025	INFORMATION SVC	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	NETMOTION RENEWAL	4,777.50
42071	04/08/2025	PW ADMIN	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	23,737.62
42071	04/08/2025	WWTP	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	1,507.00
42072	04/08/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
42073	04/08/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 03/25	210.00
42074	04/08/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES 02/25	500.00
42075	04/08/2025	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	104.36
42075	04/08/2025	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	38.01
42075	04/08/2025	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	52.18
42075	04/08/2025	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	152.04
42075	04/08/2025	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	1.81
42075	04/08/2025	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	38.01
42075	04/08/2025	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	1.81
42075	04/08/2025	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	52.18
42075	04/08/2025	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	15.22
42075	04/08/2025	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	92.19
42075	04/08/2025	FINANCE	Water Quality Control	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	38.01
42075	04/08/2025	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	38.01
42075	04/08/2025	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 01/11/25-02/10/25	494.31
42076	04/08/2025	ENGINEERING	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2023 WATER METER PROJECT	46,910.91
42077	04/08/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP & PLAN CHECK	945.00
42077	04/08/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP CHECK	956.25
42078	04/08/2025	GRANTS	GRANT OVERSIGHT	OTP - FINANCE	GRANT # B-8-MC-06-0053 #86011101	1,784.61
42079	04/08/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9892567	1,500.00
42080	04/08/2025	FINANCE	Water Fund	AR REFUNDS	Customer ID 1753 Bill #11229 Overpayment Refund	67.91
42081	04/08/2025	FINANCE	General Fund	AR REFUNDS	Customer ID 7105 Bill #11077 Overpayment Refund	3.00
42082	04/08/2025	FINANCE	Sewer Fund	AR REFUNDS	Customer ID 5046 Bill #11363 Overpayment Refund	538.52
42083	04/08/2025	FINANCE	Water Fund	AR REFUNDS	Customer ID 27852 Bill #8960 Overpayment Refund	360.65
42084	04/08/2025	PARKS ADMIN	General Trust Fund	BOND ENCROACH	REFUND DEPOSIT - ROTARY PAVILION	50.00
42085	04/08/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	REIMBURSEMENT - CITY PROJECT R-94	500.00
42086	04/08/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	REIMBURSEMENT - CITY PROJECT R-94	500.00
42087	04/08/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	REIMBURSEMENT - CITY PROJECT R-94	500.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42088	04/08/2025	ENGINEERING	LTF - Streets	BOND ENCROACH	REIMBURSEMENT - CITY PROJECT R-94	500.00
42089	04/08/2025	PARKS ADMIN	General Trust Fund	BOND ENCROACH	REFUND DEPOSIT - ROTARY PAVILION	50.00
42090	04/08/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC PAVILION	50.00
42091	04/08/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC PAVILION	50.00
42092	04/08/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC BALL FIELD 7	50.00
42093	04/08/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC PAVILION	50.00
42094	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908848	256.52
42095	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9895343	110.46
42096	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9911654	16.54
42097	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000556	158.77
42098	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915716	14.39
42099	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000673	260.06
42100	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000318	55.30
42101	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921056	69.44
42102	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000107	49.57
42103	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917249	91.46
42104	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915454	159.52
42105	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9906190	269.20
42106	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000896	77.07
42107	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924154	65.15
42108	04/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 290005	910.39
42109	04/14/2025	CITY ADMIN	Water Mtnc/Operations	MEDINA, JOSE	PER DIEM - CRWA EXPO	204.00
42110	04/14/2025	CITY ADMIN	Water Quality Control	BARKER, JEFFREY	PER DIEM - CRWA EXPO	204.00
42111	04/14/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	BENEFITS BROKER SERVICES	3,750.00
42112	04/14/2025	PARKS ADMIN	CDBG Public Improvement	JUAREZ BROTHERS GENERAL ENGINEERING INC.	CDBG - FBSC FENCE INSTALLAATION	45,653.58
42113	04/14/2025	ENGINEERING	CDBG Public Improvement	UNITED PAVEMENT MAINTENANCE, INC.	R-97 CLINTON ST SEWER AND WATER MAIN PROJECTR	28,877.35
42113	04/14/2025	ENGINEERING	Water Capital Outlay	UNITED PAVEMENT MAINTENANCE, INC.	R-97 CLINTON ST SEWER AND WATER MAIN PROJECTR	247.50
42114	04/14/2025	GRANTS	Home Program Income	CENTRAL VALLEY HOME APPRAISAL LLC	HOME APPRAISAL - MEADOWS MOBILE HOMES	750.00
42115	04/14/2025	CITY ADMIN	Water Mtnc/Operations	BOTWRIGHT JR., JOHN D.	PERPER	204.00
42116	04/14/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 03/07/2025 PAYROLL	865.91
42117	04/14/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	FIRE PROTECTION SVS 03/16/25-03/31/25	10,320.00
42118	04/14/2025	FINANCE	Madera Downtown BID	MADERA DOWNTOWN ASSOC.	FY 24/25 QTR #1 ASSESSMENTS	3,928.47
42118	04/14/2025	FINANCE	Madera Downtown BID	MADERA DOWNTOWN ASSOC.	FY 24/25 QTR #2 ASSESSMENTS	3,706.36
42119	04/14/2025	FINANCE	CFD Debt Fund - 2006 Bon	WILLDAN FINANCIAL SERVICES	CFD 2006-1 SERIES 2018 PRIVATE PLACEMENT	1,750.00
42120	04/14/2025	PW ADMIN	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5F20I002618	1,873.00
42121	04/14/2025	ENGINEERING	DIF - DRAINAGE	BOND ENCROACH	REIMBURSEMENT - SPR 2016-57 MOD CUP 2016-35,36,	428,046.99
42122	04/17/2025	ENGINEERING	Sewer Capital Outlay	SAK CONSTRUCTION, LLC	AVE 13 SEWER INTERCEPTOR REHABILITATION SS-14	1,766,747.80
42123	04/17/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 03/25	29,663.34
42124	04/17/2025	GRANTS	Prop 1B PTMISEA	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	4,563.87
42124	04/17/2025	GRANTS	AFFORDABLE HOUSING	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	10,649.03
42125	04/17/2025	ENGINEERING	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	210,486.66
42126	04/17/2025	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	1,750.00
42127	04/17/2025	PARKS ADMIN	Recreation	J & D MANUFACTURING	CHEER SHIRTS	330.16
42127	04/17/2025	PARKS ADMIN	Sports Programs	J & D MANUFACTURING	SPRING BASEBALL SHIRTS	1,238.38
42127	04/17/2025	PARKS ADMIN	Sports Programs	J & D MANUFACTURING	MID SCHOOL BASKETBALL JERSEYS	378.44
42128	04/17/2025	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	151.55

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42129	04/17/2025	PD OPERATIONS	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	1,600.00
42130	04/17/2025	FIRE	MEAS K - FIRE	ALLSTAR FIRE EQUIPMENT	MISC FIRE EQUIPMENT	4,915.03
42131	04/17/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 03/25	117,245.63
42131	04/17/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 03/25	77,915.94
42132	04/17/2025	PD OPERATIONS	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	405.00
42133	04/17/2025	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	80.30
42134	04/17/2025	PARKS ADMIN	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN LANDSCAPE MAINTENANCE	5,678.40
42134	04/17/2025	PARKS ADMIN	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN LANDSCAPE MAINTENANCE	12,560.80
42134	04/17/2025	PARKS ADMIN	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN LANDSCAPE MAINTENANCE	509.60
42135	04/17/2025	FIRE	MEAS K - FIRE	ZOLL MEDICAL CORPORATION	MISC FIRE EQUIPMENT	4,273.32
42136	04/17/2025	PD OPERATIONS	PD Operations	DOOLEY ENTERPRISES, INC.	AMMUNITION	5,587.43
42137	04/17/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	105.47
42137	04/17/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	127.17
42137	04/17/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	277.97
42137	04/17/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	360.79
42137	04/17/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	335.12
42137	04/17/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	362.69
42137	04/17/2025	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	217.65
42137	04/17/2025	FINANCE	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	56.39
42137	04/17/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	383.78
42137	04/17/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	235.12
42137	04/17/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	2,588.21
42137	04/17/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	2,047.77
42137	04/17/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	799.56
42137	04/17/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	2,015.53
42137	04/17/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	4,061.48
42137	04/17/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	3,695.36
42137	04/17/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	1,148.96
42137	04/17/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	140.48
42137	04/17/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	7,965.19
42137	04/17/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/25-03/31/25	393.78
42137	04/17/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 03/01/25-03/15/25	428.12
42137	04/17/2025	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,795.24
42137	04/17/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	3,738.28
42137	04/17/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK FUEL	2,136.80
42138	04/17/2025	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	1,589.00
42139	04/17/2025	CITY CLERK'S OFFICE	City Council	EVANS, ANITA	PER DIEM - LOCC CITY LEADERS SUMMIT	258.00
42140	04/17/2025	CITY CLERK'S OFFICE	City Council	VILLEGAS, ARTEMIO	PER DIEM - LOCC CITY LEADERS SUMMIT	258.00
42141	04/17/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	1,050.00
42142	04/17/2025	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MAINENANCE - 01/25-03/25	2,325.00
42142	04/17/2025	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MAINENANCE - 04/25-06/25	2,325.00
42143	04/17/2025	GRANTS	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 24/25 - BENNET HOUSE Q3	1,561.37
42144	04/17/2025	PW ADMIN	Airport Capital Projects	BRANDLEY ENGINEERING INC	PROFESSIONAL ENG SVS	1,885.00
42145	04/17/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	261.60
42146	04/17/2025	CITY ADMIN	City Clerk's Office	GONZALES, ALICIA	PER DIEM - CMCA ANNUAL CONFERENCE	404.80
42147	04/17/2025	CITY CLERK'S OFFICE	City Council	MEJIA, ELSA	PER DIEM - LOCC CITY LEADERS SUMMIT	463.80

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42148	04/17/2025	FLEET MAINTENANCE	TRANS - FIXED	GERARDO YANEZ	REIMBURSEMENT - DOT PHYSICAL	145.00
42149	04/17/2025	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	84.60
42149	04/17/2025	FINANCE	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	136.52
42149	04/17/2025	FINANCE	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	200.20
42149	04/17/2025	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	14.00
42149	04/17/2025	FINANCE	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	99.44
42149	04/17/2025	FINANCE	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	742.25
42149	04/17/2025	FINANCE	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	450.36
42149	04/17/2025	FINANCE	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	2,146.96
42149	04/17/2025	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	1,108.24
42149	04/17/2025	FINANCE	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	480.08
42149	04/17/2025	FINANCE	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	69.52
42149	04/17/2025	FINANCE	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	45.48
42149	04/17/2025	FINANCE	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	568.43
42149	04/17/2025	FINANCE	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	166.60
42149	04/17/2025	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	843.81
42149	04/17/2025	FINANCE	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 03/25	136.24
42150	04/17/2025	ENGINEERING	FAU CMAQ	ORANGE COAST TITLE COMPANY OF	PRELIMINARY REPORT	250.00
42150	04/17/2025	ENGINEERING	LTF - Streets	ORANGE COAST TITLE COMPANY OF	PRELIMINARY REPORT	250.00
42151	04/17/2025	FACILITIES	Deferred Maintenance	MD PROFESSIONAL PAINTING, INC.	PAINTING - CITY HALL	5,850.00
42152	04/17/2025	GRANTS	CDBG Public Services	PROJECT RUN MADERA	CDBG FY 24/25 Q3	10,000.00
42153	04/17/2025	STREETS	CDBG Public Improvement	ISMAEL VALENZUELA	TREE REMOVAL	13,425.00
42154	04/17/2025	WWTP	WWTP	NATIONAL GEAR REPAIR	PRIMARY #3 GEARBOX	29,500.00
42155	04/17/2025	FACILITIES	Aquatics Programs	MARCO CHAVEZ	POOL PUMP FOUNDATION	1,600.00
42156	04/17/2025	FIRE	MEAS K - FIRE	TACTICAL FIRE EQUIPMENT, LLC	KRAKEN COUPLINGS	4,480.23
42157	04/17/2025	GRANTS	CDBG ADMIN	LESAR DEVELOPMENT CONSULTANTS	PLAN CONSULTANTS	1,127.50
42158	04/17/2025	FINANCE	Finance	FORVIS MAZARS, LLP	SCO REPORTS - CITY, TRANSIT, & SPECIAL DISTRICT	4,500.00
42159	04/17/2025	FINANCE	Building	AT&T	03/25 CALNET SERVICE 9391031559	18.67
42159	04/17/2025	FINANCE	Building	AT&T	03/25 CALNET SERVICE 9391026390	34.84
42159	04/17/2025	FINANCE	City Attorney	AT&T	03/25 CALNET SERVICE 9391031559	7.00
42159	04/17/2025	FINANCE	City Attorney	AT&T	03/25 CALNET SERVICE 9391026390	9.93
42159	04/17/2025	FINANCE	City Attorney	AT&T	03/25 CALNET SERVICE 9391026388	62.77
42159	04/17/2025	FINANCE	City Clerk's Office	AT&T	03/25 CALNET SERVICE 9391031559	4.67
42159	04/17/2025	FINANCE	City Clerk's Office	AT&T	03/25 CALNET SERVICE 9391026390	9.93
42159	04/17/2025	FINANCE	Code Enforcement	AT&T	03/25 CALNET SERVICE 9391026413	62.80
42159	04/17/2025	FINANCE	Comm & Rec Centers	AT&T	03/25 CALNET SERVICE 9391026391	312.24
42159	04/17/2025	FINANCE	Comm & Rec Centers	AT&T	03/25 CALNET SERVICE 9391026392	63.45
42159	04/17/2025	FINANCE	COMPUTER MAINT	AT&T	03/25 CALNET SERVICE 9391031559	2.33
42159	04/17/2025	FINANCE	COMPUTER MAINT	AT&T	03/25 CALNET SERVICE 9391026390	19.90
42159	04/17/2025	FINANCE	Engineering	AT&T	03/25 CALNET SERVICE 9391031559	35.00
42159	04/17/2025	FINANCE	Engineering	AT&T	03/25 CALNET SERVICE 9391026390	69.67
42159	04/17/2025	FINANCE	Facilities Maintenance	AT&T	03/25 CALNET SERVICE 9391026394	49.72
42159	04/17/2025	FINANCE	Facilities Maintenance	AT&T	03/25 CALNET SERVICE 9391031564	13.72
42159	04/17/2025	FINANCE	Finance	AT&T	03/25 CALNET SERVICE 9391031559	23.33
42159	04/17/2025	FINANCE	Finance	AT&T	03/25 CALNET SERVICE 9391026390	54.74
42159	04/17/2025	FINANCE	Fleet Maintenance	AT&T	03/25 CALNET SERVICE 9391026394	33.20

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42159	04/17/2025	FINANCE	Fleet Maintenance	AT&T	03/25 CALNET SERVICE 9391031564	9.15
42159	04/17/2025	FINANCE	GRANT OVERSIGHT	AT&T	03/25 CALNET SERVICE 9391031559	11.67
42159	04/17/2025	FINANCE	GRANT OVERSIGHT	AT&T	03/25 CALNET SERVICE 9391026390	19.90
42159	04/17/2025	FINANCE	HR/RISK MGT	AT&T	03/25 CALNET SERVICE 9391031559	7.00
42159	04/17/2025	FINANCE	HR/RISK MGT	AT&T	03/25 CALNET SERVICE 9391026390	14.90
42159	04/17/2025	FINANCE	Parks	AT&T	03/25 CALNET SERVICE 9391026412	489.04
42159	04/17/2025	FINANCE	Parks Administration	AT&T	03/25 CALNET SERVICE 9391031580	288.84
42159	04/17/2025	FINANCE	Planning	AT&T	03/25 CALNET SERVICE 9391031559	11.67
42159	04/17/2025	FINANCE	Planning	AT&T	03/25 CALNET SERVICE 9391026390	24.87
42159	04/17/2025	FINANCE	STREETS	AT&T	03/25 CALNET SERVICE 9391026394	82.93
42159	04/17/2025	FINANCE	STREETS	AT&T	03/25 CALNET SERVICE 9391031564	22.88
42159	04/17/2025	FINANCE	Sewer Mtnc/Operations	AT&T	03/25 CALNET SERVICE 9391026394	58.01
42159	04/17/2025	FINANCE	Sewer Mtnc/Operations	AT&T	03/25 CALNET SERVICE 9391031564	16.01
42159	04/17/2025	FINANCE	Sewer Mtnc/Operations	AT&T	03/25 CALNET SERVICE 9391031570	192.30
42159	04/17/2025	FINANCE	SOLID WASTE	AT&T	03/25 CALNET SERVICE 9391026394	66.32
42159	04/17/2025	FINANCE	SOLID WASTE	AT&T	03/25 CALNET SERVICE 9391031564	18.32
42159	04/17/2025	FINANCE	Sr Citizen Community Serv	AT&T	03/25 CALNET SERVICE 9391026415	69.04
42159	04/17/2025	FINANCE	UB - Garbage	AT&T	03/25 CALNET SERVICE 9391026394	16.57
42159	04/17/2025	FINANCE	UB - Garbage	AT&T	03/25 CALNET SERVICE 9391031559	6.22
42159	04/17/2025	FINANCE	UB - Garbage	AT&T	03/25 CALNET SERVICE 9391026390	16.17
42159	04/17/2025	FINANCE	UB - Garbage	AT&T	03/25 CALNET SERVICE 9391031564	4.57
42159	04/17/2025	FINANCE	UB - Sewer	AT&T	03/25 CALNET SERVICE 9391026394	16.57
42159	04/17/2025	FINANCE	UB - Sewer	AT&T	03/25 CALNET SERVICE 9391031559	6.22
42159	04/17/2025	FINANCE	UB - Sewer	AT&T	03/25 CALNET SERVICE 9391026390	16.17
42159	04/17/2025	FINANCE	UB - Sewer	AT&T	03/25 CALNET SERVICE 9391031564	4.57
42159	04/17/2025	FINANCE	UB - Water	AT&T	03/25 CALNET SERVICE 9391026394	33.20
42159	04/17/2025	FINANCE	UB - Water	AT&T	03/25 CALNET SERVICE 9391031559	12.44
42159	04/17/2025	FINANCE	UB - Water	AT&T	03/25 CALNET SERVICE 9391026390	32.40
42159	04/17/2025	FINANCE	UB - Water	AT&T	03/25 CALNET SERVICE 9391031564	9.16
42159	04/17/2025	FINANCE	UB - Water	AT&T	03/25 CALNET SERVICE 9391026393	93.40
42159	04/17/2025	FINANCE	Water Mtnc/Operations	AT&T	03/25 CALNET SERVICE 9391026394	74.58
42159	04/17/2025	FINANCE	Water Mtnc/Operations	AT&T	03/25 CALNET SERVICE 9391031564	20.58
42159	04/17/2025	FINANCE	Water Quality Control	AT&T	03/25 CALNET SERVICE 9391026394	33.20
42159	04/17/2025	FINANCE	Water Quality Control	AT&T	03/25 CALNET SERVICE 9391031564	9.15
42159	04/17/2025	FINANCE	WWTP	AT&T	03/25 CALNET SERVICE 9391026394	49.72
42159	04/17/2025	FINANCE	WWTP	AT&T	03/25 CALNET SERVICE 9391026410	61.75
42159	04/17/2025	FINANCE	WWTP	AT&T	03/25 CALNET SERVICE 9391031564	13.72
42159	04/17/2025	FINANCE	City Manager	AT&T	03/25 CALNET SERVICE 9391031559	9.33
42159	04/17/2025	FINANCE	City Manager	AT&T	03/25 CALNET SERVICE 9391026390	9.93
42159	04/17/2025	FINANCE	Purchasing	AT&T	03/25 CALNET SERVICE 9391026394	49.72
42159	04/17/2025	FINANCE	Purchasing	AT&T	03/25 CALNET SERVICE 9391031564	13.72
42159	04/17/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391026414	380.64
42159	04/17/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391031561	155.55
42159	04/17/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391026411	140.23
42159	04/17/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391020514	311.10
42159	04/17/2025	PD OPERATIONS	PD Operations	AT&T	03/25 CALNET SERVICE 9391031578	156.74

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42159	04/17/2025	PD OPERATIONS	PD Operations	AT&T	03/25 CALNET SERVICE 9391031566	155.55
42160	04/17/2025	FINANCE	Aquatics Programs	AT&T	03/25 CALNET SERVICE 9391026397	30.09
42160	04/17/2025	FINANCE	Building	AT&T	03/25 CALNET SERVICE 9391031577	0.71
42160	04/17/2025	FINANCE	Central Admin	AT&T	03/25 CALNET SERVICE 9391026406	30.10
42160	04/17/2025	FINANCE	City Attorney	AT&T	03/25 CALNET SERVICE 9391031577	0.20
42160	04/17/2025	FINANCE	City Clerk's Office	AT&T	03/25 CALNET SERVICE 9391031577	0.20
42160	04/17/2025	FINANCE	COMPUTER MAINT	AT&T	03/25 CALNET SERVICE 9391031577	0.40
42160	04/17/2025	FINANCE	Engineering	AT&T	03/25 CALNET SERVICE 9391031577	1.41
42160	04/17/2025	FINANCE	Finance	AT&T	03/25 CALNET SERVICE 9391031577	1.11
42160	04/17/2025	FINANCE	Finance	AT&T	03/25 CALNET SERVICE 9391026406	30.09
42160	04/17/2025	FINANCE	GRANT OVERSIGHT	AT&T	03/25 CALNET SERVICE 9391031577	0.40
42160	04/17/2025	FINANCE	HR/RISK MGT	AT&T	03/25 CALNET SERVICE 9391031577	0.30
42160	04/17/2025	FINANCE	HR/RISK MGT	AT&T	03/25 CALNET SERVICE 9391026400	31.65
42160	04/17/2025	FINANCE	Planning	AT&T	03/25 CALNET SERVICE 9391031577	0.50
42160	04/17/2025	FINANCE	Sr Citizen Community Serv	AT&T	03/25 CALNET SERVICE 9391026389	31.65
42160	04/17/2025	FINANCE	Sr Citizen Community Serv	AT&T	03/25 CALNET SERVICE 9391026395	31.65
42160	04/17/2025	FINANCE	UB - Garbage	AT&T	03/25 CALNET SERVICE 9391031577	0.34
42160	04/17/2025	FINANCE	UB - Sewer	AT&T	03/25 CALNET SERVICE 9391031577	0.33
42160	04/17/2025	FINANCE	UB - Water	AT&T	03/25 CALNET SERVICE 939103157	0.66
42160	04/17/2025	FINANCE	WWTP	AT&T	03/25 CALNET SERVICE 9391026405	31.65
42160	04/17/2025	FINANCE	WWTP	AT&T	03/25 CALNET SERVICE 9391026417	40.81
42160	04/17/2025	FINANCE	City Manager	AT&T	03/25 CALNET SERVICE 9391031577	0.20
42160	04/17/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391026409	32.06
42160	04/17/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391031579	6.76
42161	04/17/2025	FACILITIES	Aquatics Programs	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	POOL MOTOR WIRING	2,496.37
42162	04/17/2025	HR/RISK MGT	PD Operations	ANAYA, CHRIS	TUITION REIMBURSEMENT	459.00
42163	04/17/2025	ENGINEERING	LTF - Streets	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	108.00
42163	04/17/2025	ENGINEERING	MEAS T - ENVIRO	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	55.00
42163	04/17/2025	ENGINEERING	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	640.00
42164	04/17/2025	PD OPERATIONS	PD Operations	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES - BONNIE	356.64
42165	04/17/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 04/11/2025 PAYROLL	865.91
42166	04/17/2025	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 CAPMC FMCOC Q3	16,238.36
42166	04/17/2025	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 CAPMC HOUSING STABLIZATION CV3	282.78
42166	04/17/2025	GRANTS	CDBG Public Services	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG FY 24/25 CAPMC HOUSING STABLIZATION Q3	2,617.12
42167	04/17/2025	PD OPERATIONS	PD Operations	CEDERQUIST, BRENT	PER DIEM - SLI SESSION #4	258.00
42168	04/17/2025	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONSULTING SERVICES - PROFESSIONAL RECRUITING SI	9,000.00
42169	04/17/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 03/25 BILLING 03/25	2,745.25
42169	04/17/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 03/25 BILLING 03/25	2,745.27
42169	04/17/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 03/25 BILLING 03/25	5,490.52
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	36.00
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - JWYC	884.50
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	157.00
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - PANAM	45.00
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - FBSC	45.00
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM CALL OUT - PANAM	174.50
42170	04/17/2025	PARKS ADMIN	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM SERVICE - JWYC	188.52

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42171	04/17/2025	ENGINEERING	Engineering	FEDERAL EXPRESS	EXPRESS SHIPPING	27.69
42172	04/17/2025	PD OPERATIONS	PD Operations	J'S COMMUNICATIONS	TECHNICAL SERVICES RADIO - PM/FCC	50.00
42173	04/17/2025	PD OPERATIONS	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	1,463.83
42174	04/17/2025	FINANCE	INTERMODAL BLDG	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	295.88
42174	04/17/2025	FINANCE	INTERMODAL BLDG	CITY OF MADERA	04/25 UTILITY SERVICES 3040441	99.97
42174	04/17/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/25 UTILITY SERVICES 3040421	55.95
42174	04/17/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/25 UTILITY SERVICES 3040431	115.85
42175	04/17/2025	GRANTS	CDBG Public Services	MADERA CHAMBER OF COMMERCE	MICRO ENTERPRISE GRANT CV3	2,909.45
42176	04/17/2025	GRANTS	Permanent Local Housing A	MADERA RESCUE MISSION, INC.	PLHA INVOICE 03/25	8,024.95
42177	04/17/2025	CITY CLERK'S OFFICE	City Clerk's Office	MADERA TRIBUNE	PUBLICATION OF ORDINANCE - 1016 CS	344.50
42177	04/17/2025	GRANTS	TRANS - FIXED	MADERA TRIBUNE	REQUEST FOR BID - 202425-26	188.50
42177	04/17/2025	PW ADMIN	AIRPORT OPS	MADERA TRIBUNE	REQUEST FOR BID - 3-06-0144	2,123.00
42178	04/17/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	123.08
42179	04/17/2025	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	376.01
42179	04/17/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	4,341.04
42179	04/17/2025	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	1,006.52
42179	04/17/2025	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	4,132.85
42180	04/17/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	VIGILANT HARDWARE	3,650.03
42180	04/17/2025	PD OPERATIONS	PD Operations	MOTOROLA SOLUTIONS INC.	LPR LICENSING	11,700.00
42181	04/17/2025	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SERVICES R-000094 BID PACKAGE 3	567.00
42182	04/17/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3819620697-3	101.96
42182	04/17/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/25 SERVICES 8126770647-1	84.84
42182	04/17/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	03/25 SERVICES 8307681856-2	1,244.24
42182	04/17/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	03/25 SERVICES 2000655655-7	2,197.49
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 5237156686-1	42.25
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 4318089701-9	24.99
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 1013877191-9	74.02
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 1715785853-5	1,503.34
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3352588453-3	162.87
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 7928098441-4	58.71
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES	126.16
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 8178280304-3	247.90
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 7949615676-5	24.10
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 1619119913-8	166.18
42182	04/17/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 6690755760-8	126.95
42182	04/17/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	03/25 SERVICES 2173157566-4	1,895.42
42182	04/17/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9109225160-1	505.42
42182	04/17/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3642526071-2	83.48
42182	04/17/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9172110863-6	9,744.92
42182	04/17/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9651992016-7	249.79
42183	04/17/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	03/25 SERVICES 8788837242-9	9.88
42183	04/17/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	03/25 SERVICES 1902328695-8	23.82
42184	04/17/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - ENVELOPES	755.31
42185	04/17/2025	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	Facilities Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	54.37

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42185	04/17/2025	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	Sewer Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	Water Quality Control	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42185	04/17/2025	PW ADMIN	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	54.37
42186	04/17/2025	WATER MTNC/OPS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	23,169.60
42187	04/17/2025	WWTP	WWTP	SPARKLETTS	WWTP - LAB & DRINKING WATER	17.12
42188	04/17/2025	PD OPERATIONS	PD Operations	SPEAKWRITE LLC	TRANSLATION SERVICES	1,492.14
42189	04/17/2025	ENGINEERING	RSTP - FED EX	TECHNICON ENGINEERING SVCS., INC.	LAB TESTING - TS-35	1,380.00
42190	04/17/2025	FACILITIES	Facilities Maintenance	TESCO CONTROLS, INC.	TRAFFIC SIGNAL BATTERIES	5,585.70
42191	04/17/2025	GRANTS	Measure T -Transit Enhanc	TOSTED ASPHALT, INC.	OLIVE & KNOX SIDEWALKS	14,099.10
42192	04/17/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES 03/25	500.00
42193	04/17/2025	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	104.36
42193	04/17/2025	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	38.01
42193	04/17/2025	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	52.18
42193	04/17/2025	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	152.04
42193	04/17/2025	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	1.81
42193	04/17/2025	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	38.01
42193	04/17/2025	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	1.81
42193	04/17/2025	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	52.18
42193	04/17/2025	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	14.33
42193	04/17/2025	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	92.19
42193	04/17/2025	FINANCE	Water Quality Control	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	38.01
42193	04/17/2025	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	38.01
42193	04/17/2025	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 02/11/25-03/10/25	494.21
42194	04/17/2025	PARKS	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	3,780.00
42195	04/17/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9916862	3,000.00
42196	04/17/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9896477	2,000.00
42197	04/17/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	62.89
42197	04/17/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	1.50
42198	04/17/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	298.53
42198	04/17/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	1.50
42198	04/17/2025	BUILDING	Sewer New Req	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	10.00
42199	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	153.00
42200	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	375.00
42201	04/17/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
42201	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	115.00
42202	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	50.00
42203	04/17/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
42203	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
42204	04/17/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
42205	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	433.74
42206	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	452.50
42207	04/17/2025	PARKS ADMIN	Parks	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	122.50
42208	04/17/2025	PARKS ADMIN	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELDS	50.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42209	04/17/2025	PARKS ADMIN	Sports Programs	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	70.00
42210	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9924501 2004 W 4TH	32.72
42211	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 4960006 1114 E CLEVELAND	70.98
42212	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9920759 521 FAIRVIEW	55.18
42213	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 7588012 101 E LINCOLN	110.92
42214	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9925618 528 FICKLIN	75.33
42215	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9924134 3057 GAMAY	261.23
42216	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9920851 1405 N LAKE	151.95
42217	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9925575 1915 MONROE	150.00
42218	04/17/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 8143101 716 OAKRIDGE	27.48
42219	04/23/2025	FIRE	MEAS K - FIRE	ROSENBAUER MINNESOTA, LLC	ANNUAL TESTING	4,850.00
42220	04/23/2025	PD OPERATIONS	PD Operations	HARRY D. WILSON INC.	BMW 1250 - SERVICE	1,234.06
42221	04/23/2025	PARKS ADMIN	Sports Programs	J & D MANUFACTURING	SPORTS FLYER	6.50
42222	04/23/2025	CITY ADMIN	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	CONSULTANT SERVICES	4,000.00
42223	04/23/2025	ENGINEERING	Water Mtnc/Operations	DAVIDS ENGINEERING, INC.	PROFESSIONAL ENG SERVICES	688.00
42224	04/23/2025	ENGINEERING	RSTP - FED EX	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	208.50
42225	04/23/2025	FIRE	Fire	ADVANCED AUTOMOTIVE LLC	VEHICLE SERVICE	4,619.51
42226	04/23/2025	STREETS	STREETS	MDSOLUTIONS INC	SOLAR SIGN	4,059.38
42227	04/23/2025	PARKS ADMIN	Parks	RASHID RELIEF REBUILDERS, INC.	SUNRISE ROTARY PLAYGROUND	3,200.06
42228	04/23/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	803.00
42228	04/23/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	2,175.00
42228	04/23/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	7,815.00
42228	04/23/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	85.00
42228	04/23/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	1,522.00
42228	04/23/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	205.40
42228	04/23/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	893.00
42228	04/23/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	250.00
42228	04/23/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	950.50
42228	04/23/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	950.50
42228	04/23/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	864.50
42228	04/23/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	864.50
42228	04/23/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	205.40
42228	04/23/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	205.40
42228	04/23/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	410.80
42228	04/23/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	1,106.00
42228	04/23/2025	PW ADMIN	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	1,061.00
42228	04/23/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 04/25	4,387.00
42229	04/23/2025	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 02/25	510.91
42229	04/23/2025	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 03/25	510.91
42229	04/23/2025	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 01/25	507.12
42229	04/23/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 02/25	103.97
42229	04/23/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 03/25	103.97
42229	04/23/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 01/25	103.19
42229	04/23/2025	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 02/25	33.86
42229	04/23/2025	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 03/25	33.86
42229	04/23/2025	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 01/25	33.61

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42229	04/23/2025	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 02/25	28.52
42229	04/23/2025	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 03/25	28.52
42229	04/23/2025	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 01/25	28.30
42229	04/23/2025	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 02/25	569.73
42229	04/23/2025	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 03/25	569.73
42229	04/23/2025	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 01/25	565.50
42229	04/23/2025	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 02/25	1,591.56
42229	04/23/2025	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 03/25	1,591.56
42229	04/23/2025	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 01/25	1,579.74
42229	04/23/2025	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 02/25	107.53
42229	04/23/2025	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 03/25	107.53
42229	04/23/2025	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 01/25	106.73
42229	04/23/2025	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 02/25	238.82
42229	04/23/2025	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 03/25	238.82
42229	04/23/2025	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 01/25	237.05
42229	04/23/2025	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 02/25	81.39
42229	04/23/2025	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 03/25	81.39
42229	04/23/2025	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 01/25	80.79
42229	04/23/2025	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 02/25	1,022.42
42229	04/23/2025	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 03/25	1,022.42
42229	04/23/2025	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 01/25	1,014.83
42229	04/23/2025	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 02/25	99.81
42229	04/23/2025	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 03/25	99.81
42229	04/23/2025	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 01/25	99.07
42229	04/23/2025	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 02/25	67.73
42229	04/23/2025	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 03/25	67.73
42229	04/23/2025	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 01/25	67.22
42229	04/23/2025	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 02/25	87.33
42229	04/23/2025	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 03/25	87.33
42229	04/23/2025	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 01/25	86.68
42229	04/23/2025	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 02/25	198.42
42229	04/23/2025	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 03/25	198.42
42229	04/23/2025	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 01/25	196.98
42229	04/23/2025	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 02/25	198.42
42229	04/23/2025	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 03/25	198.42
42229	04/23/2025	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 01/25	196.95
42229	04/23/2025	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 02/25	396.85
42229	04/23/2025	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 03/25	396.85
42229	04/23/2025	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 01/25	393.90
42229	04/23/2025	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 02/25	33.86
42229	04/23/2025	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 03/25	33.86
42229	04/23/2025	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 01/25	33.61
42229	04/23/2025	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 02/25	569.73
42229	04/23/2025	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 03/25	569.73
42229	04/23/2025	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 01/25	565.50
42230	04/23/2025	FINANCE	Building	AT&T	03/25 CALNET SERVICE 9391026407	31.65

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42230	04/23/2025	FINANCE	Fire	AT&T	03/25 CALNET SERVICE 9391026402	31.65
42230	04/23/2025	FINANCE	Sr Citizen Community Serv	AT&T	03/25 CALNET SERVICE 9391026398	31.65
42230	04/23/2025	FINANCE	Sr Citizen Community Serv	AT&T	03/25 CALNET SERVICE 9391026403	34.39
42230	04/23/2025	FINANCE	PD Operations	AT&T	03/25 CALNET SERVICE 9391059143	5,406.36
42231	04/23/2025	FINANCE	AIRPORT OPS	AT&T	03/25 FIRSTNET SERVICE 287302656036	135.24
42231	04/23/2025	FINANCE	Building	AT&T	03/25 FIRSTNET SERVICE 287302656036	150.39
42231	04/23/2025	FINANCE	City Clerk's Office	AT&T	03/25 FIRSTNET SERVICE 287302656036	90.16
42231	04/23/2025	FINANCE	City Council	AT&T	03/25 FIRSTNET SERVICE 287302656036	281.68
42231	04/23/2025	FINANCE	Code Enforcement	AT&T	03/25 FIRSTNET SERVICE 287302656036	45.08
42231	04/23/2025	FINANCE	Comm & Rec Centers	AT&T	03/25 FIRSTNET SERVICE 287302656036	50.13
42231	04/23/2025	FINANCE	COMPUTER MAINT	AT&T	03/25 FIRSTNET SERVICE 287302656036	842.60
42231	04/23/2025	FINANCE	Engineering	AT&T	03/25 FIRSTNET SERVICE 287302656036	349.71
42231	04/23/2025	FINANCE	Facilities Maintenance	AT&T	03/25 FIRSTNET SERVICE 287302656036	872.51
42231	04/23/2025	FINANCE	Finance	AT&T	03/25 FIRSTNET SERVICE 287302656036	185.58
42231	04/23/2025	FINANCE	Fleet Maintenance	AT&T	03/25 FIRSTNET SERVICE 287302656036	45.08
42231	04/23/2025	FINANCE	GRANT OVERSIGHT	AT&T	03/25 FIRSTNET SERVICE 287302656036	95.21
42231	04/23/2025	FINANCE	HR/RISK MGT	AT&T	03/25 FIRSTNET SERVICE 287302656036	50.13
42231	04/23/2025	FINANCE	Parks	AT&T	03/25 FIRSTNET SERVICE 287302656036	290.74
42231	04/23/2025	FINANCE	Parks Administration	AT&T	03/25 FIRSTNET SERVICE 287302656036	50.13
42231	04/23/2025	FINANCE	Planning	AT&T	03/25 FIRSTNET SERVICE 287302656036	92.84
42231	04/23/2025	FINANCE	STREETS	AT&T	03/25 FIRSTNET SERVICE 287302656036	50.13
42231	04/23/2025	FINANCE	Recreation	AT&T	03/25 FIRSTNET SERVICE 287302656036	90.16
42231	04/23/2025	FINANCE	UB - Garbage	AT&T	03/25 FIRSTNET SERVICE 287302656036	11.27
42231	04/23/2025	FINANCE	UB - Sewer	AT&T	03/25 FIRSTNET SERVICE 287302656036	11.27
42231	04/23/2025	FINANCE	UB - Water	AT&T	03/25 FIRSTNET SERVICE 287302656036	22.54
42231	04/23/2025	FINANCE	WWTP	AT&T	03/25 FIRSTNET SERVICE 287302656036	50.13
42231	04/23/2025	FINANCE	City Manager	AT&T	03/25 FIRSTNET SERVICE 287302656036	140.50
42231	04/23/2025	FINANCE	PD Operations	AT&T	03/25 FIRSTNET SERVICE 287302965625	7,154.01
42232	04/23/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	320.00
42233	04/23/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 05/25	911.31
42234	04/23/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 05/25	871.88
42235	04/23/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 05/25	864.36
42236	04/23/2025	PD OPERATIONS	PD Operations	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES - GUSTAV	4,655.77
42237	04/23/2025	FINANCE	PD Operations	COMCAST	04/25 SVS 8155500320092096	221.26
42238	04/23/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	293.00
42239	04/23/2025	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	CONTRACTED SERVICES/BILINGUAL EXAM	2,124.50
42240	04/23/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	35.00
42240	04/23/2025	PW ADMIN	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
42240	04/23/2025	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
42240	04/23/2025	PW ADMIN	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
42240	04/23/2025	PW ADMIN	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
42241	04/23/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 04/25	434.50
42241	04/23/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 04/25	434.50
42242	04/23/2025	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9919593	100.00
42243	04/23/2025	ENGINEERING	RSTP - FED EX	MADERA TRIBUNE	REQUEST FOR BID - TS-34	891.00
42243	04/23/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	38.00

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42244	04/23/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	6,092.97
42244	04/23/2025	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	832.04
42244	04/23/2025	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	3,512.66
42245	04/23/2025	FLEET MAINTENANCE	Fleet Maintenance	NAPA MADERA MOTOR PARTS	MISC REPAIR PARTS	840.65
42245	04/23/2025	FLEET MAINTENANCE	TRANS - FIXED	NAPA MADERA MOTOR PARTS	MISC REPAIR PARTS	51.86
42246	04/23/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	93.83
42246	04/23/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	100.39
42246	04/23/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	747.56
42246	04/23/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	2,316.72
42246	04/23/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	2,603.23
42246	04/23/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	3,193.25
42246	04/23/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	1,402.04
42246	04/23/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	2,123.47
42246	04/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	7,603.44
42246	04/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	39,677.99
42246	04/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 1598348280-1	97.98
42246	04/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 5225647713-5	14.29
42246	04/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 5207933925-6	96.88
42246	04/23/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9787342989-4	171.11
42246	04/23/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	648.82
42246	04/23/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	976.55
42246	04/23/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	1,277.34
42246	04/23/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	217.18
42246	04/23/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	6,374.69
42246	04/23/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	03/25 SERVICES 8675479583-8	55.87
42246	04/23/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	766.08
42246	04/23/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	2,758.37
42246	04/23/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	394.72
42246	04/23/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	431.46
42246	04/23/2025	FINANCE	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	8.11
42246	04/23/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	16,553.08
42246	04/23/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	97,239.35
42246	04/23/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	674.65
42246	04/23/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 0443905948-8	11.08
42246	04/23/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	19.25
42246	04/23/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	10.27
42246	04/23/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	11.09
42246	04/23/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	19.08
42246	04/23/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	30.81
42246	04/23/2025	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	23.04
42246	04/23/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	11.23
42246	04/23/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	54.32
42246	04/23/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	40.72
42246	04/23/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	30.81
42246	04/23/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	9.87
42246	04/23/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	69.43

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42246	04/23/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	11.58
42246	04/23/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	70.67
42246	04/23/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	23.59
42246	04/23/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	160.46
42246	04/23/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	4,941.79
42246	04/23/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	03/25 SERVICES 6948316261-1	24.45
42246	04/23/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	03/25 SERVICES 9920095153-3	85.55
42246	04/23/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	03/25 SERVICES 3533032414-2	79.44
42247	04/23/2025	FIRE	Fire	SCHOETTLER TIRE, INC.	TIRES FOR ENG #56	2,670.15
42248	04/23/2025	PW ADMIN	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	2,698.24
42248	04/23/2025	WATER MTNC/OPS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	20,814.32
42249	04/23/2025	WATER MTNC/OPS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	1,983.68
42250	04/23/2025	PARKS ADMIN	Golf Course Capital	SIERRA GOLF MANAGEMENT	CAPITAL IMPROVEMENTS FY 24/25	12,622.00
42251	04/23/2025	ENGINEERING	Engineering	SPARKLETTS	ENGINEERING - DRINKING WATER	52.65
42252	04/23/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	12,941.14
42253	04/23/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
42254	04/23/2025	PARKS ADMIN	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	337.24
42255	04/23/2025	FIRE	MEAS K - FIRE	TYLER TECHNOLOGIES INC.	SOFTWARE RENEWAL	14,007.00
42256	04/23/2025	PARKS	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	15,120.00
42257	04/23/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP CHECK - 25-137	1,125.00
42257	04/23/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP CHECK - 25-126	112.50
42257	04/23/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP CHECK - 25-147	1,181.25
42258	04/23/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9924423	3,000.00
42259	04/23/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 4914052	3,000.00
42260	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9897172 76 ROSEWOOD	117.62
42261	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9923245 652 GRENACHE	80.94
42262	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9916545 147 FREEDOM	325.29
42263	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 8053003 918 NEBRASKA	1,062.39
42264	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9922307 1004 GARFIELD	113.54
42265	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9893200 611 FOSTER	249.00
42266	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 7171004 816 N LAKE	51.60
42267	04/23/2025	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND - 4489002-500596	660.42
42268	04/23/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9911509 3228 WINDSOX	55.35
42269	04/24/2025	STREETS	CDBG Public Improvement	ISMAEL VALENZUELA	TREE REMOVAL TREE REMOVAL	5,750.00
42270	04/24/2025	ENGINEERING	CDBG Public Improvement	UNITED PAVEMENT MAINTENANCE, INC.	R-97 CLINTON ST SEWER AND WATER MAIN PROJECT	50,019.54
42271	04/24/2025	ENGINEERING	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATI	6,640.00
42272	04/24/2025	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2025 FORD PICKUP #2021	85,784.85
42272	04/24/2025	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2025 FORD PICKUP #2020	69,262.40
42273	04/24/2025	FLEET ACQUISITION	Fleet Acquisition	FOLSOM LAKE FORD	2025 EXPLORER-POLICE INTERCEPTOR #6043	56,803.99
687	04/08/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	152.00
687	04/08/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/08/25	1,347.37
688	04/09/2025	HR/RISK MGT	City Clerk's Office	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 04/25	1,013.00
688	04/09/2025	HR/RISK MGT	INS/RISK MGT	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 04/25	(841.40)
688	04/09/2025	HR/RISK MGT	PAYROLL TRUST	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 04/25	447,792.06
688	04/09/2025	HR/RISK MGT	PD Operations	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 04/25	1,613.00
689	04/09/2025	HR/RISK MGT	AIRPORT OPS	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	7,399.83

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689	04/09/2025	HR/RISK MGT	Animal Control	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,013.58
689	04/09/2025	HR/RISK MGT	Aquatics Programs	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,516.44
689	04/09/2025	HR/RISK MGT	Building	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	10,195.29
689	04/09/2025	HR/RISK MGT	CDBG ADMIN	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,895.40
689	04/09/2025	HR/RISK MGT	Central Admin	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	9,847.35
689	04/09/2025	HR/RISK MGT	City Clerk's Office	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,198.18
689	04/09/2025	HR/RISK MGT	City Council	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	861.15
689	04/09/2025	HR/RISK MGT	Code Enforcement	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	9,723.56
689	04/09/2025	HR/RISK MGT	Comm & Rec Centers	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	11,047.13
689	04/09/2025	HR/RISK MGT	COMPUTER MAINT	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	9,633.09
689	04/09/2025	HR/RISK MGT	DRAINAGE	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	7,742.75
689	04/09/2025	HR/RISK MGT	Engineering	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	36,634.29
689	04/09/2025	HR/RISK MGT	Facilities Maintenance	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	14,253.77
689	04/09/2025	HR/RISK MGT	Finance	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	11,696.23
689	04/09/2025	HR/RISK MGT	Fire	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	14,509.67
689	04/09/2025	HR/RISK MGT	Fleet Maintenance	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	6,791.22
689	04/09/2025	HR/RISK MGT	Fleet Motor Pool	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	811.47
689	04/09/2025	HR/RISK MGT	GRANT OVERSIGHT	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,025.03
689	04/09/2025	HR/RISK MGT	GRAFFITI ABATE	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,298.72
689	04/09/2025	HR/RISK MGT	Home Program Income	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	234.65
689	04/09/2025	HR/RISK MGT	HR/RISK MGT	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	7,332.42
689	04/09/2025	HR/RISK MGT	INS/RISK MGT	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,412.97
689	04/09/2025	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,199.87
689	04/09/2025	HR/RISK MGT	LMD Services	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	6,545.97
689	04/09/2025	HR/RISK MGT	Parks	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	59,922.10
689	04/09/2025	HR/RISK MGT	Parks Administration	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	5,841.78
689	04/09/2025	HR/RISK MGT	Planning	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	9,876.90
689	04/09/2025	HR/RISK MGT	STREETS	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	81,525.21
689	04/09/2025	HR/RISK MGT	Recreation	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	4,018.76
689	04/09/2025	HR/RISK MGT	Sewer Mtnc/Operations	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	26,272.92
689	04/09/2025	HR/RISK MGT	SOLID WASTE	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,624.33
689	04/09/2025	HR/RISK MGT	Sports Programs	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	2,824.08
689	04/09/2025	HR/RISK MGT	Sr Citizen Community Serv	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	2,545.63
689	04/09/2025	HR/RISK MGT	Street Cleaning	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	5,573.72
689	04/09/2025	HR/RISK MGT	Tire Clean Up	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	382.17
689	04/09/2025	HR/RISK MGT	TRANS - FIXED	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	10,246.90
689	04/09/2025	HR/RISK MGT	TRANS - DAR	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,443.43
689	04/09/2025	HR/RISK MGT	UB - Garbage	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,857.13
689	04/09/2025	HR/RISK MGT	UB - Sewer	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,857.13
689	04/09/2025	HR/RISK MGT	UB - Water	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,714.50
689	04/09/2025	HR/RISK MGT	WATER CONSERV	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	2,026.32
689	04/09/2025	HR/RISK MGT	Water Mtnc/Operations	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	23,267.57
689	04/09/2025	HR/RISK MGT	Water Quality Control	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,225.20
689	04/09/2025	HR/RISK MGT	WWTP	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	56,947.88
689	04/09/2025	HR/RISK MGT	MEAS K - PD	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	17,940.00
689	04/09/2025	HR/RISK MGT	City Manager	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	6,045.08

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
689	04/09/2025	HR/RISK MGT	Fleet Acquisition	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	306.33
689	04/09/2025	HR/RISK MGT	Purchasing	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,728.98
689	04/09/2025	HR/RISK MGT	Special Events	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	792.23
689	04/09/2025	HR/RISK MGT	PD Operations	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	180,390.41
689	04/09/2025	HR/RISK MGT	Successor Agency Admin	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	307.61
689	04/09/2025	HR/RISK MGT	Prop 64 Health & Public Sa	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,304.17
689	04/09/2025	HR/RISK MGT	PD Tire Amnesty Grant	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	451.55
689	04/09/2025	HR/RISK MGT	COPS Hiring Grant	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	5,020.05
689	04/09/2025	HR/RISK MGT	PW Safe & Clean Initiative	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	2,662.04
689	04/09/2025	HR/RISK MGT	Schools Policing	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	4,430.20
689	04/09/2025	HR/RISK MGT	PD Housing Authority	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,666.28
689	04/09/2025	HR/RISK MGT	MCDPH Agreements	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	118.02
689	04/09/2025	HR/RISK MGT	MUSD Agreements	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	282.13
689	04/09/2025	HR/RISK MGT	Parking Dist Operation	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	328.00
689	04/09/2025	HR/RISK MGT	DAP Program Income	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	319.47
689	04/09/2025	HR/RISK MGT	Special Investigation Unit	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	3,738.93
689	04/09/2025	HR/RISK MGT	PD Opioid Settlement Fun	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	1,666.28
689	04/09/2025	HR/RISK MGT	Abandoned Vehicle Abater	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	842.94
689	04/09/2025	HR/RISK MGT	Golf Operations	CSJVRMA	Q4 WORKERS COMP, LIABILITY, & CYBER ASSESSMENT	2,447.61
690	04/11/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 04/11/25 PAYROLL	33,861.09
691	04/14/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/11/25	15,326.44
691	04/14/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 04/11/25	1,998.40
692	04/15/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/15/25	1,076.78
693	04/17/2025	HR/RISK MGT	City Clerk's Office	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 05/25	1,013.00
693	04/17/2025	HR/RISK MGT	INS/RISK MGT	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 05/25	(2,191.02)
693	04/17/2025	HR/RISK MGT	PAYROLL TRUST	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 05/25	456,660.24
693	04/17/2025	HR/RISK MGT	PD Operations	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 05/25	1,613.00
694	04/22/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/22/25	501.46
695	04/23/2025	FINANCE	PD Operations	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT ACCT: 0014006086530001	62,489.12

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 6,396,030.37**

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council with a monthly update on expenditures related to contract City Attorney services and specialized legal representation for various litigation matters.

DISCUSSION:

This report outlines charges paid for services performed by the City's contract City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for February 2025, as well as tracking of the Fiscal Year (FY) 2024/25 invoices received through the FY 2024/25 Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: Aleshire & Wynder, LLP (City Attorney Services and Litigation)
Billing Periods: February 2025

Matter	*Charges*	
	February 2025	FY 2024/2025 (YTD)
General Legal Review/Advice	$433.60	$11,726.64
City Clerk	$1,677.26	$19,332.64

Attendance at Council Meetings & Requests for Information/Research	$9,046.80	$33,852.50
City Manager	$216.80	$7,929.50
Review and Advice on Agreements	$0.00	$0
Public Records Act Matters	$0	$0
City Real Property	$0	$768.50
Planning & Planning Commission	$1,002.70	$16,122.40
Finance	$2,220.00	$9,085.70
Successor Agency	$0	$0
Public Works/Engineering	$704.60	$13,113.10
Airports	$162.60	$1,673.10
Grand Jury	$0	$0
Personnel/Payroll	$118.40	$1,158.90
Municipal Code Enforcement	$0	$1,453.50
Police Department - General	$1,598.70	$10,270.20
Parks	$202.10	$3,289.90
Water	$162.60	$4,911.50
Wastewater	$948.50	$2,516.20
Economic Development	$0	$0
Ordinances	$0	$1,877.70
Special Projects	$521.00	$1,481.10
Housing	$0	$106.00
Cannabis	$0	$0
Total Advisory Services	$19,015.66	$140,669.08
Total Litigation Services	$0	$19,810.81
Discounted Hours	$0	$0
Travel/Lodging Expenses	$0	$0
Shipping	$0	$0
Process Server (Transcripts to Superior Court	$0	$0
Total Advisory & Litigation Services	**$19,015.66**	**$160,479.89**

FINANCIAL IMPACT:

For FY 2024/25, expenditures for invoices related to legal fees total $160,479.89. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

Legal Invoices FY 2024/25 YTD	
City Attorney Advisory Services	
Aleshire and Wynder	$140,669.08
Litigation Services (Including discounted hours, travel & shipping)	

Aleshire and Wynder	$19,810.81
Total City Attorney and Litigation Services Year-End	**$160,479.89**

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:
None

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-4

SUBJECT:

Certificate of Recognition Honoring Monte Pistoresi

RECOMMENDATION:

Adopt a Minute Order approving a Certificate of Recognition Honoring Monte Pistoresi

SUMMARY:

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

In this context, Councilmember Anita Evans submitted a request on April 29, 2025, for a Certificate of Recognition honoring Mr. Monte Pistoresi for his decades of service to the community.

Since 1981, Mr. Pistoresi and his colleagues have provided ambulance services to the City of Madera. Beyond his professional contributions, Monte was deeply committed to the community. He umpired Little League games in both Madera and Chowchilla, and he helped establish the American League Umpire Association's Madera Chapter to support and train youth.

Monte was also active in numerous service clubs and received many accolades throughout his life. He was named Citizen of the Year by the Madera, Hispanic, and Chowchilla Chambers of Commerce. His honors also include Distinguished Citizenship Awards from the Madera Elks and Kiwanis Clubs, the Martin Luther King Committee Humanitarian Award, and recognition as Business of the Year by Madera Rotary.

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at Mr. Pistoresi's memorial service scheduled for Thursday, May 8, 2025. In the alternative, Council may:

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

ATTACHMENTS:

1. Email requesting a "Certificate of Recognition Honoring Monte Pistoresi" from Councilmember Anita Evans dated April 29, 2025.

From: Anita Evans
To: Zelda Leon
Cc: Alicia Gonzales
Subject: Re: Monte Pistoresi Funeral
Date: Tuesday, April 29, 2025 9:52:25 AM
Attachments: image001.png

Thank you

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Zelda Leon <zleon@madera.gov>
Sent: Tuesday, April 29, 2025 9:51:23 AM
To: Anita Evans <aevans@madera.gov>
Cc: Alicia Gonzales <agonzales@madera.gov>
Subject: Monte Pistoresi Funeral

Hello Councilmember Evans,

I have forwarded the email to Alicia as she is the person who coordinates these items.

Thank you.

Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Anita Evans <aevans@madera.gov>
Sent: Tuesday, April 29, 2025 9:42 AM
To: Zelda Leon <zleon@madera.gov>
Subject: Monte Pistoresi Funeral

Good morning Zelda,

I had asked Alicia about a Proclamation for Monte Pistoresi but she said there may not be enough time. But, I got the information from his Son, Ted, that the service is not until next Thursday, May 8th. So, with that being said, there should be adequate time now to send the message out to my colleagues for their signature on a certificate for Monte Pistoresi's Service. Please let me know what you think.

Have a great day,
Councilwoman Anita Evans

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-5

SUBJECT:

Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127)

RECOMMENDATION:

Adopt a Resolution approving the contract award for Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127) in the amount of $219,680.00 to Dave Christian Construction Co., Inc.

SUMMARY:

On April 8, 2025, the City received six bids for the Granada Drive Pedestrian Improvement City Project TS-34 State Project HSIP 5157(127) (Project). The Project is funded with Highway Safety Improvement Program (HSIP) Cycle 10 funds and Regional Surface Transportation Program funds. Dave Christian Construction Co., Inc. submitted the lowest responsive and responsible bid.

BACKGROUND:

In 2021, the City's application for HSIP Cycle 10 was selected for funding. The Highway Safety Improvement Program focuses on infrastructure projects with nationally recognized crash reduction factors. Projects must be identified based on crash experience, crash potential, crash rate and other data-supported means. The pedestrian improvement project on Granada Drive near Town and Country Park was selected based on the safety study that was conducted by the Engineering Department. This location met the requirements of basic warrants, which include pedestrian volume, nearest controlled crossing, and others warrants.

DISCUSSION:

The general scope of work consists of installation of a mid-block pedestrian crosswalk, median island, rectangular rapid flashing beacons, and sidewalk. Work also includes removal of existing striping and severely deteriorated asphalt pavement and paving with new asphalt concrete overlay between Plumas Street and Desert Ranch Way on Granada Drive. During the design phase for the mid-block pedestrian crosswalk, it was noted that the roadway near the HSIP project was in poor condition with a pavement condition index (PCI) of 48. Pavement rehabilitation was added into the project scope to address the deteriorating pavement now, rather than delaying the improvement to a time when the repair costs will be much higher.

On March 17, 2025, the City released the project for public bidding on the PlanetBids web portal. Also, an Advertisement for Bids was duly published in the Madera Tribune on March 15th and March 22nd of 2025.

On April 8, 2025, six bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Overview*

Bidder	*Total Base Bid*
1. Dave Christian Construction Co., Inc	$219,680.00
2. United Pavement Maintenance	$244,407.90
3. Walsh Montgomery Construction	$248,113.00
4. Persson, Inc	$280,504.97
5. Zara Construction	$377,382.00
6. RRR Pirooz Engineering	$419,680.00
Engineer's Opinion of Cost	*$287,523.00*

The project construction budget and funding sources are outlined in Table 2.

Table 2: *Project Budget*

Line Item	*Amount*
Dave Christian Construction Co., Inc. Contract	$219,680.00
Construction Management, Inspection and Testing	$30,000.00
Project Contingency	$21,968.00
Total Project Budget	**$271,666.00**
Funding Source	
Highway Safety Improvement Program	$113,760.00
Regional Surface Transportation Program	$157,906.00
Total Funding Source	**$271,666.00**

Dave Christian Construction Co., Inc. submitted the lowest responsive, and responsible bid that meets the contract requirements.

Staff recommends award of the project to Dave Christian Construction Co., Inc. in the amount of $219,680.00 and include a provision for 10 percent of contract amount for allowable contingencies as approved by the City Engineer.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. The Project is programmed in the Capital Improvement Program (CIP) FY 24/25 budget for HSIP and Regional Surface Transportation Program (RSTP) funds.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in delays in the Granada Drive Pedestrian Improvement.

ATTACHMENTS:

1. Resolution Contract Award
    a. Exhibit A - Contract
2. Project Map
3. Construction Drawings

Attachment 1

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR GRANADA DRIVE PEDESTRIAN IMPROVEMENT CITY PROJECT NO. TS-34 STATE PROJECT NO. HSIP – 5157(127) IN THE AMOUNT OF $219,680.00 AND AUHTORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on March 15, 2025, the City of Madera (City) Engineering Department advertised a solicitation for construction bids for Granada Drive Pedestrian Improvement City Project No. TS-34, State Project No. HSIP – 5157(127) hereinafter referred to as "the Project"; and

WHEREAS, six bids were received on April 8 , 2025, and opened by the City Engineer; and

WHEREAS, Dave Christian Construction. Co., Inc was deemed a responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2024/25 under CIP Project TS-34

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

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.

3. The City finds that Dave Christian Construction. Co., Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the amount of $219,680.00 to Dave Christian Construction Co., Inc. a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between the City of Madera, hereinafter called "**OWNER",** and **Dave Christian Construction Co., Inc.** doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **Granada Drive Pedestrian Improvement , City Project No. TS-34, State Project No. HSIP-5157(127)**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of **$219,680.00**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Bid Proposal
   (D) Bid Bond
   (E) Agreement
   (F) Payment Bond
   (G) Performance Bond
   (H) Insurance Requirements for Contractors
   (I) Construction Plans and Specification prepared or issued by City of Madera entitled "**Granada Drive Pedestrian Improvement , City Project No. TS-34, State Project No. HSIP 5157(127)"** dated March 2025

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Two Thousand Nine Hundred Dollars ($2,900)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed **$219,680.00** except as may otherwise be authorized in writing per Section *16*. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the

Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

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

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

D. City Council Approval:

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

E. Payment of Claim:

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

F. Meet and Confer:

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection

with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

G. Filing a Government Code Written Claim Notice:

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

H. Owner's Failure to Respond to Claim:

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

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

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

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

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

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

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

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

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

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

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

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

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

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

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

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

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

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

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

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

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

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

20. Termination.

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

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

1. An illegal use of funds by **Dave Christian Construction Co., Inc.**

2. A failure by **Dave Christian Construction Co., Inc.** to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to City.

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

Notice of termination shall be mailed to the City:

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

To the Contractor **Dave Christian Construction Co., Inc.**

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

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

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

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

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the

Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

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

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

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

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

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

29. Assignment-Neither the **Dave Christian Construction Co., Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

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

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

City of Madera
Herein Called OWNER

By: _____
Cece Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

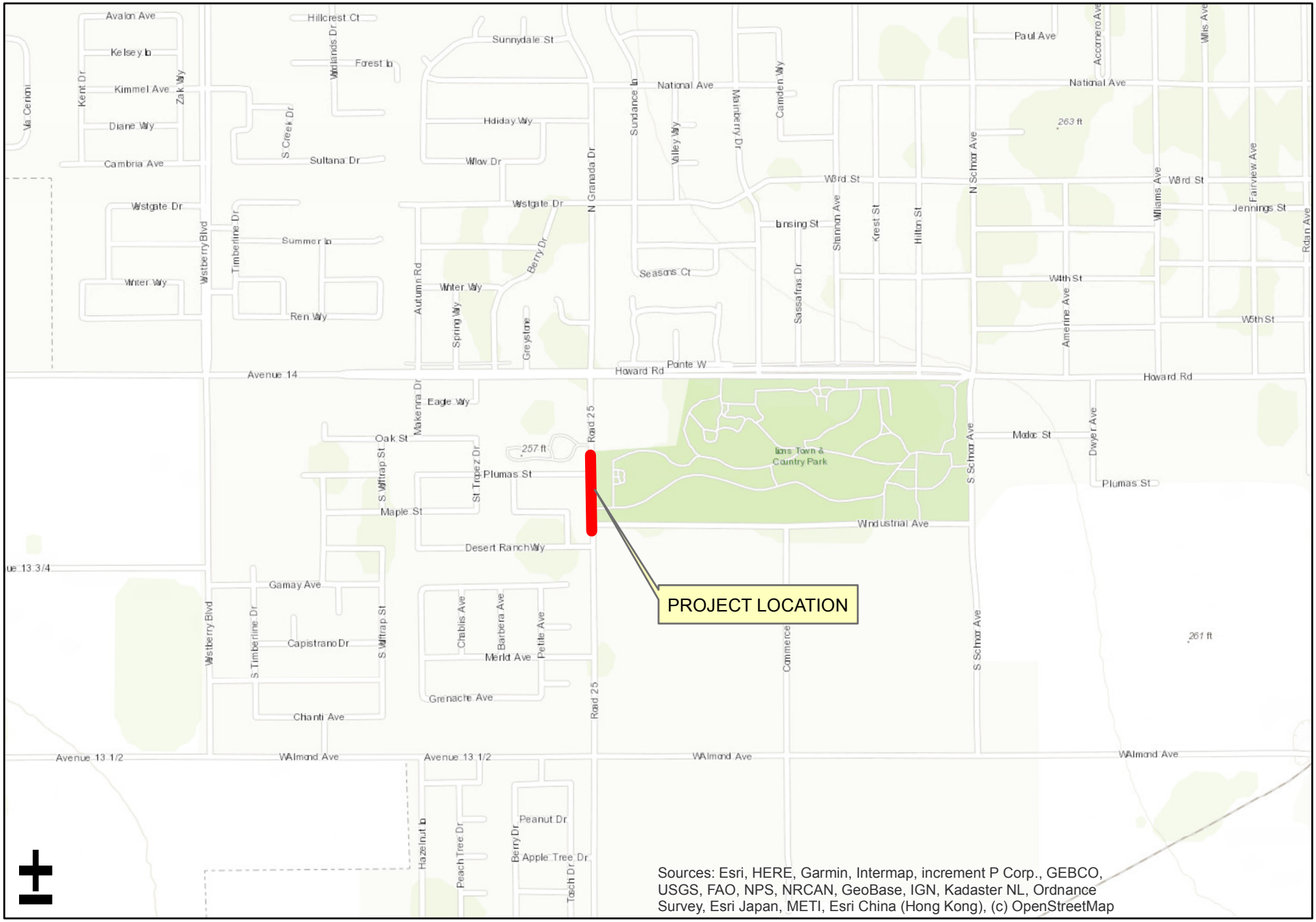
_____
Signature of Notary Public

Place Notary Seal/Stamp Above

Attachment 2

Project Map

GRANADA DRIVE PEDESTRIAN IMPROVEMENT
CITY PROJECT TS-34
STATE PROJECT HSIP-5157(127)



Attachment 3

Construction Drawings

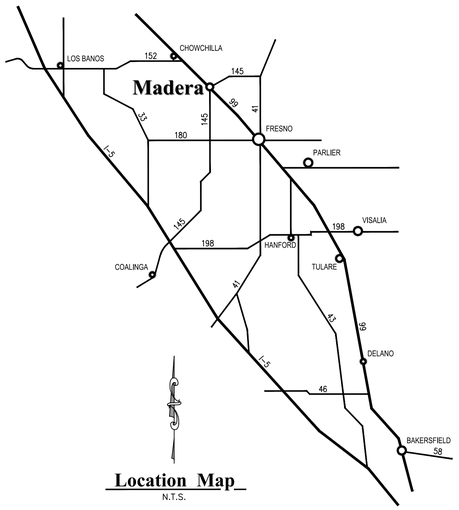
CITY OF MADERA

CALIFORNIA

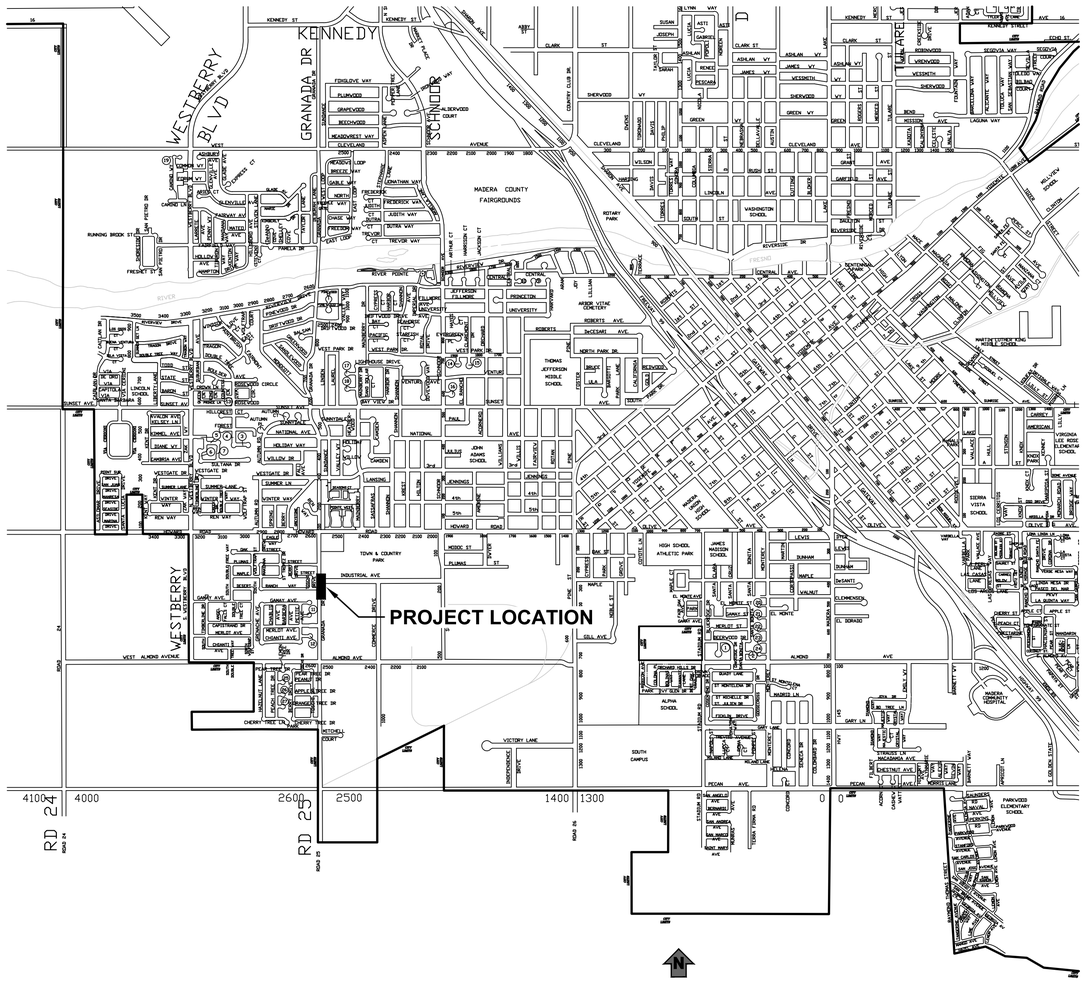
GRANADA DRIVE PEDESTRIAN IMPROVEMENT

CITY PROJECT NO. TS-34

STATE PROJECT NO. HSIP - 5157(127)



Location Map
N.T.S.



Vicinity Map
N.T.S.

48 HOURS
BEFORE EXCAVATING
CALL "U.S.A." TOLL FREE
800 227-2600
UNDERGROUND SERVICE ALERT

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET AND LOCATION
2	DEMOLITION PLAN AND STREET CONSTRUCTION PLAN
3	MEDIAN AND SIDEWALK CONSTRUCTION PLAN
4	SIGNING, STRIPING AND RRFB PLAN

GENERAL NOTES:

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), 2014 LATEST EDITION, AND THE LATEST EDITION OF THE CITY OF MADERA STANDARD PLANS AND SPECIFICATIONS.

2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS, AND SHALL PROVIDE PROTECTION PRIOR TO, DURING AND AFTER TRENCHING, JACKING AND OR/BORING. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA), TOLL FREE AT (800) 642–2444, AT LEAST 48 HOURS BEFORE BEGINNING WORK.

3. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED TO PERFORM THE WORK AND SHALL ABIDE BY THE CONDITIONS OF THE PERMITS AND SHALL PERFORM ALL WORK ORDERED BY SAID PERMITS IN CONFORMANCE THEREWITH AND AS DIRECTED BY THE ENGINEER.

4. TRAFFIC CONTROL PLANS SHALL CONFORM TO THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. (LATEST EDITION)

5. THE CONTRACTOR SHALL NOTIFY ALL RESIDENCES AND BUSINESSES AFFECTED BY THE WORK OF THIS CONTRACT PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE EVIDENCE TO THE CITY WHEN SUCH NOTIFICATION HAS BEEN MADE.

6. A PRE–CONSTRUCTION MEETING WITH THE CITY ENGINEER SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.

7. DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ALIGNMENT AND VERTICAL CONTROL OF THIS PROJECT, AND VERIFY ACTUAL DIMENSIONS, PROFILE GRADE AND CROSS–SLOPE.

CONTACTS:

CITY ENGINEER : KEITH HELMUTH	559–661–5418
PROJECT MANAGER: ALEXIS RAYMUNDO	559–661–5418
CONSTRUCTION MANAGER: FRANK HOLGUIN	559–661–5418
PUBLIC WORKS DEPARTMENT: INTERIM	559–661–5466
CITY ELECTRICAL FACILITIES: COLE SCROGGINS	559–661–5466
POLICE DEPARTMENT	559–674–5611
FIRE DEPARTMENT	559–661–5497
PACIFIC GAS & ELECTRIC	800–743–5000
COMCAST (CABLE)	559–656–6000
UNDERGROUND UTILITY LOCATING SERVICE	800–642–2444
STREET DEPARTMENT: JAIME HICKMAN	559–661–5466
AT&T	800–241–3624

Ellen Dobbs Bitter 3/17/25
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

GRANADA PEDESTRIAN CROSSING
CITY PROJECT NO. TS-34
COVER

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 1 OF 4 SHEETS

APPROVED BY: _____ DATE 3-17-25
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO | CHECKED BY: E BITTER
DRAWN BY: S ROBERSON | INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. TS–34

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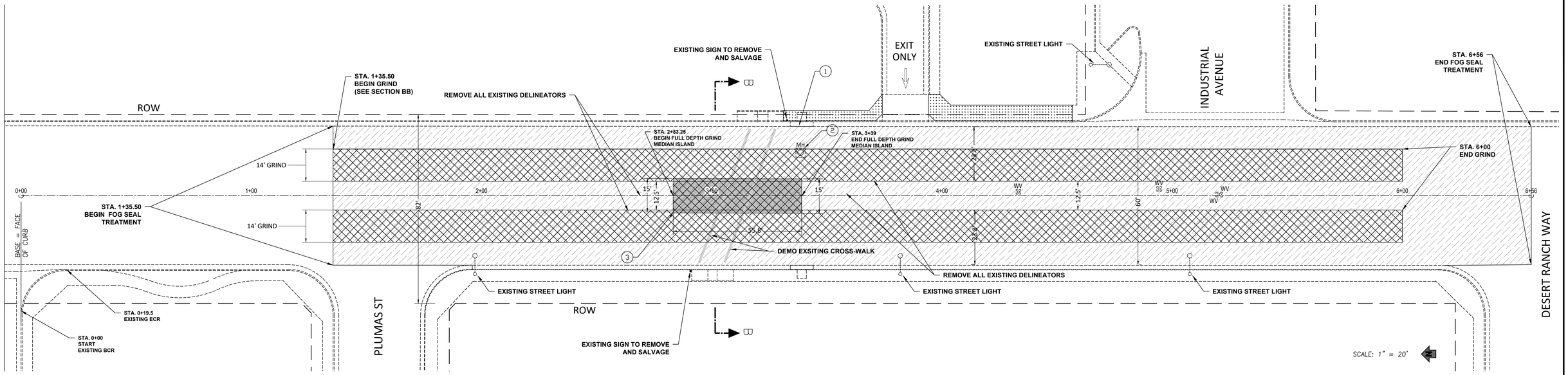

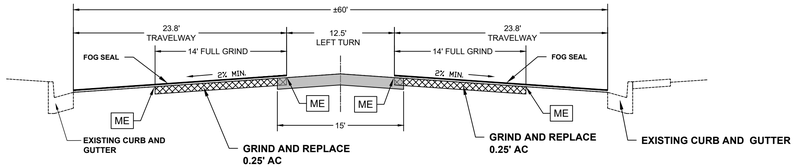

SECTION BB

SCALE: NONE

NOTE:
FINISHED AC GRADE TO MATCH EXISTING NO MATTER HOW MUCH AC GRINDING (DEPTH MAY VARY) OR TO MATCH AC PLACED.

LEGEND:

- GRIND, REMOVE 0.25' OF EXISTING AC, RECOMPACT EXISTING AB TO 95% AND INSTALL 0.25' AC PER SECTION BB
- SAW CUT, REMOVE EXISTING A.C.
- FOG SEAL
- GRASS AREA DEMOLITION, FOR IMPROVEMENTS SHEET 3
- 6-SACK CONCRETE SIDEWALK, ADA RAMP, CURB AND CONCRETE WALKWAY

CNS	COMPACTED NATIVE SUBGRADE
RRFB	RECTANGULAR RAPID FLASHING BEACON
PRF	– PAVEMENT REINFORCING FABRIC
P	– TRAFFIC SIGNAL POLE
PB	– SIGNAL PULL BOX
MH	– MANHOLE
WV	– WATER VALVE
HYD	– FIRE HYDRANT
DI	– DRAIN INLET
ME	– MATCH EXISTING
BCR	– BEGINNING OF CURB RAMP
ECR	– END OF CURB RAMP
NTS	– NOT TO SCALE

NOTE: EXISTING STRIPING AND PAVEMENT MARKERS IN CONFLICT WITH PROPOSED IMPROVEMENTS ARE TO BE GROUND/REMOVED AND REPLACED.

DEMOLITION NOTES:

1. EXISTING DRAIN INLET TO REMAIN AND BE PROTECTED
2. ADJUST MANHOLE TO GRADE PER CITY STANDARD DRAWING S-1 AND S-2
3. REPLACE 5" A.C. WITH NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION

ME GRIND OR SAWCUT NEAT AND CLEAN, MATCH EXISTING

Ellen Dobbs Bitter 3/17/25
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

GRANADA PEDESTRIAN CROSSING
CITY PROJECT NO. TS-34
DEMOLITION AND PARTIAL CONSTRUCTION PLAN

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 2 OF 4 SHEETS

APPROVED BY: _____ DATE: 3-17-25
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO — CHECKED BY: E BITTER
DRAWN BY: S ROBERSON — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. TS-34

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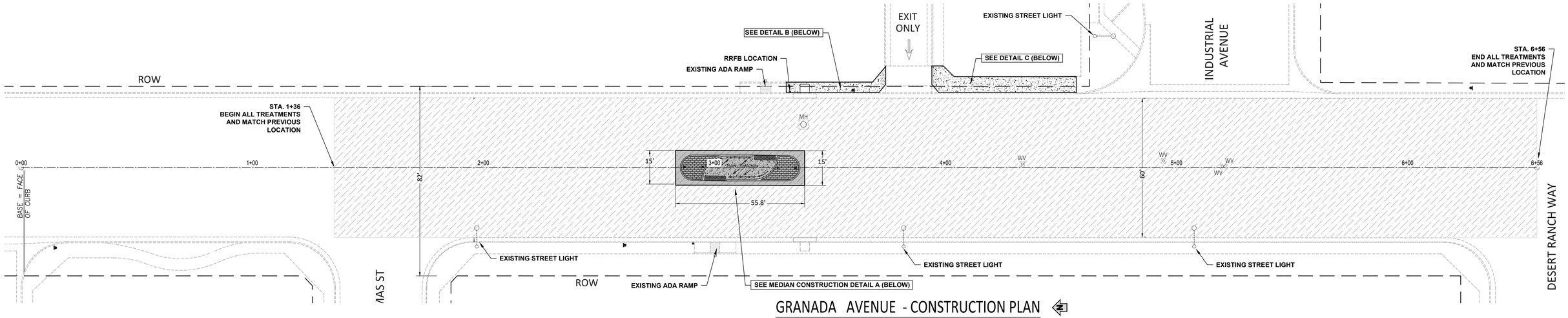
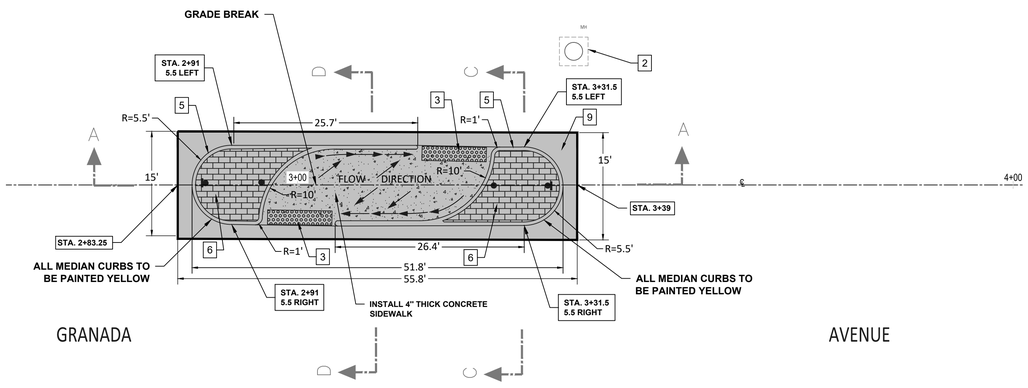


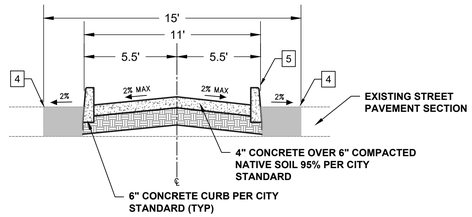
GRANADA AVENUE - CONSTRUCTION PLAN

SCALE: 1" = 20'



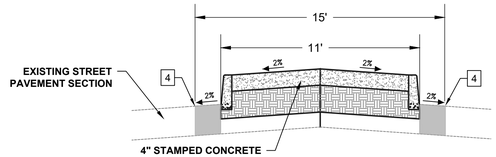
MEDIAN CONSTRUCTION DETAIL A

SCALE: 1" = 10'



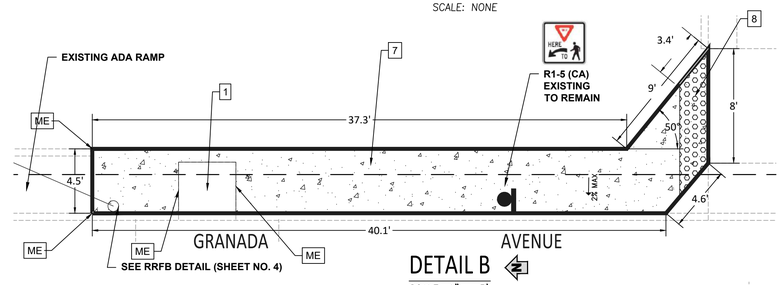
SECTION DD

SCALE: NONE



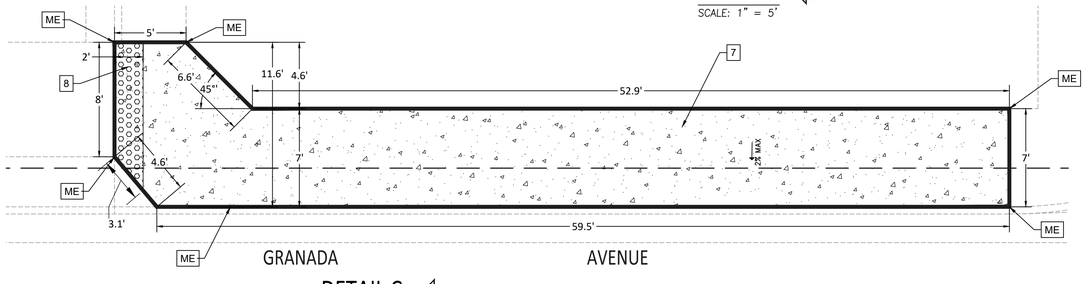
SECTION CC

SCALE: NONE



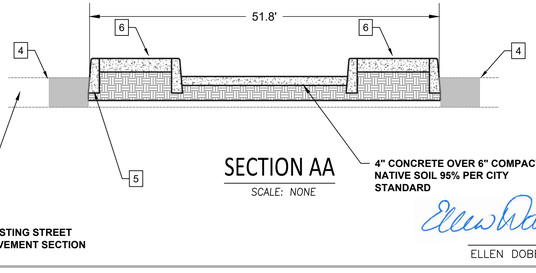
DETAIL B

SCALE: 1" = 5'



DETAIL C

SCALE: 1" = 5'



SECTION AA

SCALE: NONE

LEGEND:

- GRIND, REMOVE 0.25' OF EXISTING AC, RECOMPACT EXISTING AB TO 95% AND INSTALL 0.25' AC PER SECTION BB (SHEET 2)
- REPLACE WITH 5" A.C. OVER NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION (AT MEDIAN PERIMETER)
- FOG SEAL
- GRASS AREA DEMOLITION, FOR IMPROVEMENTS SHEET 3
- 6-SACK CONCRETE SIDEWALK, ADA RAMP, CURB AND CONCRETE WALKWAY

CNS	COMPACTED NATIVE SUBGRADE
RRFB	RECTANGULAR RAPID FLASHING BEACON
PRF	– PAVEMENT REINFORCING FABRIC
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DI	– DRAIN INLET
ME	– MATCH EXISTING
BCR	– BEGINNING OF CURB RAMP
ECR	– END OF CURB RAMP
NTS	– NOT TO SCALE

NOTE: EXISTING STRIPING AND PAVEMENT MARKERS IN CONFLICT WITH PROPOSED IMPROVEMENTS ARE TO BE GROUND/REMOVED AND REPLACED.

CONSTRUCTION NOTES:

1. EXISTING DRAIN INLET TO REMAIN AND BE PROTECTED
2. ADJUST MANHOLE TO GRADE PER CITY STANDARD DRAWING S-1 AND S-2
3. INSTALL 2'x9' CAST IN PLACE REPLACEABLE TRUNCATED DOME BY ADA SOLUTIONS
4. SAWCUT EXISTING AND MATCH NEAT AND CLEAN
5. CONSTRUCT CONCRETE MEDIAN CURB PER CITY STANDARD ST-12
6. INSTALL 4" STAMPED CONCRETE MEDIAN CAP
7. CONSTRUCT 4" SIDEWALK PER CITY STANDARD ST-13B
8. INSTALL CAST IN PLACE REPLACEABLE TRUNCATED DOME BY ADA SOLUTIONS
9. REPLACE 5" A.C. OVER NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION

ME MATCH EXISTING

3/17/25

ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

GRANADA PEDESTRIAN CROSSING
CITY PROJECT NO. TS-34
MEDIAN AND SIDEWALK CONSTRUCTION

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 3 OF 4 SHEETS

APPROVED BY: [signature] DATE: 3-17-25
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
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WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. TS-34

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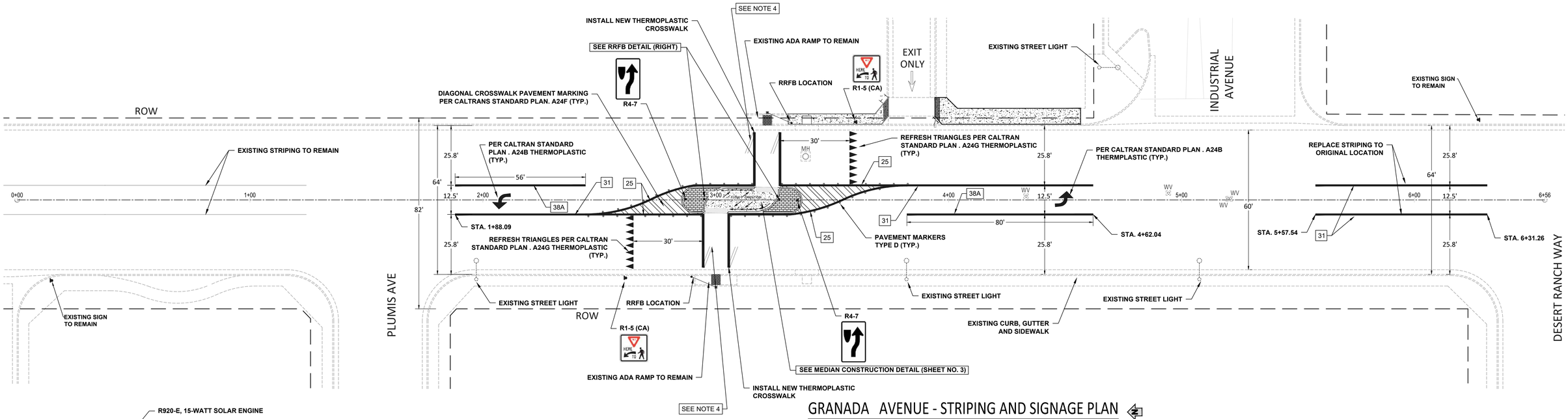
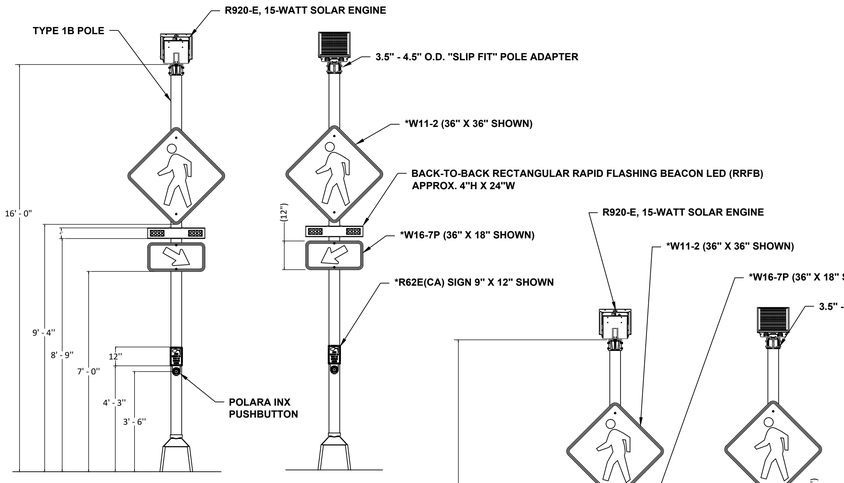


GRANADA AVENUE - STRIPING AND SIGNAGE PLAN

SCALE: 1" = 20'

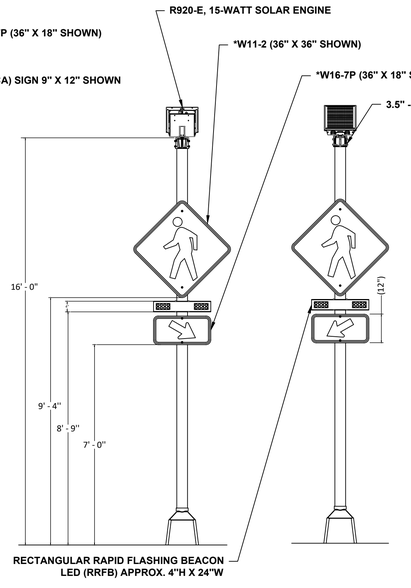
STRIPING LEGEND:

- [25] *REFERS TO STRIPING DETAIL NUMBER PER 2014 MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES*
- [31] *REFERS TO STRIPING DETAIL NUMBER PER 2014 MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES*
- [38A] *REFERS TO STRIPING DETAIL NUMBER PER 2014 MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES*



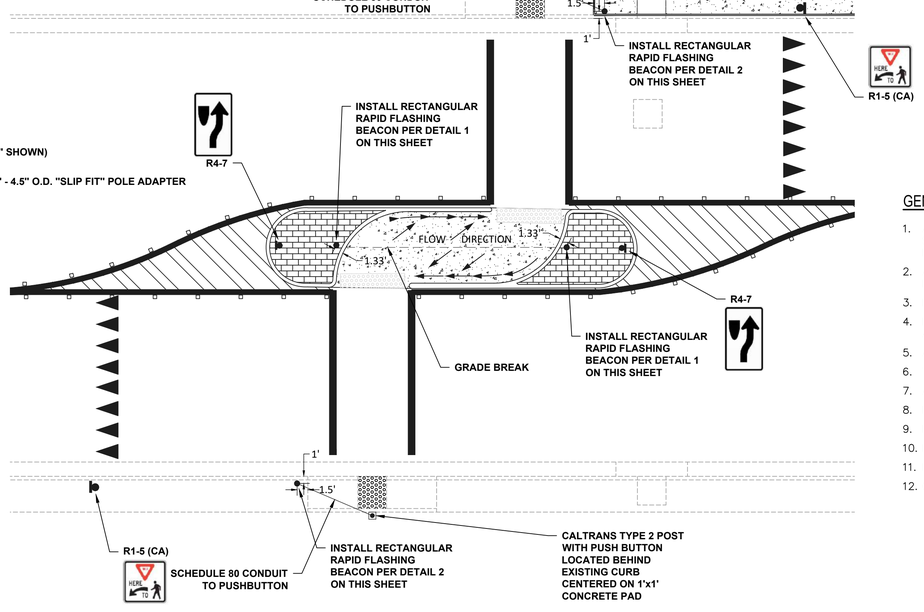
RECTANGULAR RAPID FLASHING BEACON (RRFB) - DETAIL 1

SCALE: NONE



RECTANGULAR RAPID FLASHING BEACON (RRFB) - DETAIL 2

SCALE: NONE



RRFB LOCATION - DETAIL

SCALE: 1" = 10'

GENERAL NOTES FOR SIGNING AND STRIPING:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY OF MADERA STANDARD SPECIFICATIONS, CALTRANS STANDARD PLANS AND SPECIFICATIONS, CALIFORNIA MUTCD, AND THE SPECIAL PROVISIONS.
2. ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE PAINTED, EXCEPT AS OTHERWISE NOTED ON THE PLANS.
3. EXACT LOCATION AND POSITION OF ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. REMOVE ALL EXISTING TRAFFIC STRIPES AND PAVEMENT MARKINGS (STA. 1+88.09 TO STA. 6+31.26) BY APPROVED GRINDING METHOD. PLACE SEALCOAT AFTER REMOVAL OF MARKINGS
5. ALL CURB LANE WIDTHS ARE MEASURED TO FACE OF CURB.
6. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING ONLY.
7. ALL CROSSWALKS SHALL BE 12" WIDE, OUTSIDE EDGE TO OUTSIDE EDGE.
8. PAINTING TO BE PER CALTRANS STANDARD, 7 DAYS AFTER FOG SEAL APPLICATION.
9. PAINTING REQUIRES 2 COATS.
10. PAINT MEDIAN CURB 4 FEET WITH TRAFFIC YELLOW.
11. INSTALL TYPE "Q" MARKERS ON ALL MEDIAN NOSES.
12. CARMANAH – R920–E 15–WATT SOLAR POWERED RRFB OR CITY APPROVED EQUAL

Ellen Dobbs Bitter 3/17/25

ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

GRANADA PEDESTRIAN CROSSING
CITY PROJECT NO. TS-34
SIGNING & PAVEMENT MARKINGS

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93638

SHEET 4 OF 4 SHEETS

APPROVED BY: _____ DATE 3-17-25
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
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REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: A RAYMUNDO CHECKED BY: E BITTER
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. TS–34

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-6

SUBJECT:

Madera County Food Bank Waiver Request for Senior Nutrition and Produce Program

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Lions Town & Country Park starting on May 14, 2025, and ending on October 22, 2025, related to the Senior Nutrition and Produce Program (SNAPP) event hosted by the Madera County Food Bank (MCFB), at an anticipated rental fee of $2,505

SUMMARY:

The City received a request from the MCFB seeking a waiver of rental fees for the use of the Lions Town & Country Park (LT&C) to host the SNAPP event. The MCFB is requesting access to the park twice a month, starting on Wednesday, May 14, 2025, and ending on Wednesday, October 22, 2025. The request includes a total of 12 days during this period. On the days requested, the use of the park would be for food distribution of fresh fruit and vegetables to people 55 years and older.

DISCUSSION:

The MCFB has submitted a formal request for a fee waiver to use LT&C for the SNAPP food distribution events. The food distribution events will take place on the second and fourth Wednesdays of each month. In total, twelve separate days are being requested, from May 14, 2025, to October 22, 2025. The food distribution would take place from 7 am to 9 am. The request includes access for setup and cleanup from 6 am to 10 am.

The MCFB has been serving the community of Madera County since 1999. Their service area covers the City of Madera, Chowchilla, Fairmead, and all mountain areas, including Raymond, Coarsegold, Oakhurst, and North Fork. Throughout this time, the MCFB has been a pillar in the community, helping to meet the needs of families and senior citizens.

The MCFB recently celebrated the opening of its new food bank facility on March 26, 2025. The new facility is a 21,700 square-foot warehouse.

The SNAPP food distribution events will be open to any person 55 years or older. Provided will be fresh fruit and vegetables.

The Madera County Food Bank is committed to adhering to all rules and regulations regarding the use of the park and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of LT&C, with the space as needed, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$100
Special Event Fee	$100
Amphitheater x 12 days	$1,200
Field 1 x 12 days	$600
Picnic Area 1 x 12 days	$240
Picnic Area 2 x 12 days	$240
Total	**$2,505**

The total applicable cost for the LT&C area sufficient to meet the reserved space needed, with dates and times as requested, would be $2,505.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the Madera County Food Bank to remit any associated fees if they wish to rent the LT&C for the Senior Nutrition and Produce Program distribution dates.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Lions Town & Country Park starting on May 14, 2025, through October 22, 2025, related to the Madera County Food Bank's Senior Nutrition and Produce Program, at an anticipated rental fee of $2,505
    a. Exhibit A – Requested Dates for the Senior Nutrition and Produce Program Distribution by the Madera County Food Bank

ATTACHMENT 1

Resolution – Waiving the rental fees of the Lions Town & Country Park starting on May 14, 2025, through October 22, 2025, related to the Madera County Food Bank's Senior Nutrition and Produce Program, at an anticipated rental fee of $2,505

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE LIONS TOWN & COUNTRY PARK STARTING ON MAY 14, 2025, THROUGH OCTOBER 22, 2025, RELATED TO THE MADERA COUNTY FOOD BANK'S SENIOR NUTRITION AND PRODUCE PROGRAM, AT AN ANTICIPATED RENTAL FEE OF $2,505

WHEREAS, the City has received a request for the waiver of fees for the rental of the Lions Town & Country Park (LT&C); and

WHEREAS, the request is from the Madera County Food Bank (MCFB); and

WHEREAS, MCFB is looking to host the Senior Nutrition and Produce Program event; and

WHEREAS, the request is for rental utilization starting on Wednesday, May 14, 2025, through Wednesday, October 22, 2025, from 6:00 am to 10:00 am; and

WHEREAS, the request includes the rental of LT&C on the second and fourth Wednesday of the month, for a total of twelve separate days being requested; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $2,505; and

WHEREAS, the MCFB is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Madera County Food Bank's Senior Nutrition and Produce Program serves a community need to provide fresh fruits and vegetables to those over 55 years and older, which in turn directly benefits the community.
3. The City Council does hereby waive the City fees for Rental Fees of the Lions Town & Country Park on the dates and time identified in Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A – Requested Dates for the Senior Nutrition and Produce Program Distribution by the Madera County Food Bank

1. May 14, 2025
2. May 28, 2025
3. June 11, 2025
4. June 25, 2025
5. July 9, 2025
6. July 23, 2025
7. August 13, 2025
8. August 27, 2025
9. September 10, 2025
10. September 24, 2025
11. October 8, 2025
12. October 22, 2025

- Starting time: 6:00 am
- End time: 10:00 am

REPORT TO CITY COUNCIL

Approved by:

_____

Gary Price, Director of Information Technology

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-7

SUBJECT:

Procure server and storage area network (SAN) hardware under a piggyback government contract with AMS.NET

RECOMMENDATION:

Adopt a Resolution approving the purchase of Information Technology equipment under a piggyback contract between the County of Merced, California's Fast Open Contracts Utilization Services (FOCUS) program and AMS.NET in the amount of $410,435.35 plus shipping costs

SUMMARY:

The City procures various types of Information Technology (IT) hardware in the course of business. Under the City's procurement regulations, IT purchases are authorized to occur under contracts negotiated by other government agencies in accordance with the California Public Contract Code §25330-25338. One such contract program is with AMS.NET and the County of Merced, California's "Fast Open Contracts Utilization Services" (FOCUS) program, that allows government agencies in California to procure computer equipment, peripherals, and related services at contracted pricing. The City is seeking to purchase server and SAN hardware under the AMS.NET agreement with the FOCUS program. The recommended procurement will complete the replacement of the aging IT infrastructure and is in compliance with the City's purchasing regulations.

DISCUSSION:

The City procures various types of technology such as computers/servers, data storage devices, and associated peripherals and accessories to conduct business. At this time, the City's IT Department is seeking to purchase storage servers with related components, including switches, transceivers, racks, and hard drives. The IT Department has received a quote through AMS.NET under government contract pricing for the proposed equipment and is recommending procuring the replacement hardware under this contract.

The Madera Municipal Code related to Purchasing Procedures provides in §2-4.07 (B):

> *Information technology goods and services.* In accordance with Cal. Public Contract Code § 10299, the City, through the Purchasing Agent may, without formal or informal bidding, contract with suppliers who have been awarded contracts by governmental entities for the purchase of goods, information technology, and services under the competitive process in Cal. Public Contract Code §§ 12100 to 12113. Such contracts typically take the form of master agreements, price schedules, or multiple award schedules. The City may make these purchases directly from the vendors or the state may provide assistance to the city in making these acquisitions.

The State of California Public Contract Code §25330-25338 provides for the purchase of computer equipment through government contract programs such as the FOCUS agreement between the County of Merced, California and AMS.NET. This agreement is a competitively bid computer equipment contract that is available to state and local government agencies within California due to the referenced contract code. Local government agencies such as the City are allowed to procure goods and services under the contract by both the California Public Contract Code and City Municipal Code. While the contract participation is compliant with the City's Purchasing Procedures and the FOCUS program requirements, the dollar amount for this purchase exceeds the City Manager's purchasing authority. The City Manager may sign agreements to procure goods and services up to $60,000 and the City's expenditure for this computer equipment will be $410,435.35 plus shipping costs to be determined. For this reason, the item is being brought for Council's consideration.

The purpose of the proposed equipment includes:
Completing the server/storage refresh IT started last year. The IT Department replaced one half of the City server/storage network last year at this time, in the first phase of this project. This will be the second and final phase of this project. Going forward the City is planning on replacing the equipment every five (5) years, ensuring that the City IT systems remain current.

It is noted that the City's computer network is essential for City staff to perform core functions, including public safety, finance, utility billing, community development, and internal operations. As more City services rely on digital platforms, network stability and performance have become increasingly critical to maintaining efficient workflows, providing responsive customer service, and ensuring compliance with regulatory and reporting requirements.

Many components of the City's existing hardware infrastructure, including servers, network switches, and related devices, have reached or exceeded their expected service life. Aging hardware poses an increasing risk of failure, cybersecurity vulnerability, and degraded system performance. These risks can lead to service disruptions, data loss, increased maintenance costs, and reduced productivity.

Proactively replacing outdated hardware is a necessary step to ensure the City remains operational and that business functions continue without interruption. Investments in updated technology also strengthen the City's cybersecurity posture, reduce long-term costs through improved efficiency, and support future scalability as the organization grows and evolves.

In Fiscal Year 2023/2024, the City budgeted for approximately half of the necessary equipment replacement to address aging technology infrastructure. This initial phase included the deployment of updated hardware and network components across various departments, improving performance, reliability, and security. The successful rollout of this equipment laid the groundwork for continued modernization efforts.

As part of a phased approach, the City is now preparing to complete the remaining equipment replacements. While much of the replacement effort has focused on maintaining existing capabilities, the City has also incorporated modest capacity increases to support organizational growth. However, staff anticipates that additional capacity enhancements will be required to ensure systems remain responsive, secure, and scalable.

FINANCIAL IMPACT:

The requested action will authorize the City's IT Department to purchase the above-described computer hardware using the FOCUS contract at a cost of $410,435.35 for the equipment plus shipping costs to be determined once the purchase is finalized. The adopted FY 2024/25 operating budget includes an appropriation of $480,000 for the purchase of replacement IT equipment. Before the end of the current fiscal year, the remaining balance is expected to be spent on the various individual peripheral components required to integrate the new hardware into the City's existing network environment.

ALTERNATIVES:

Council may direct staff to issue a Request for Proposals (RFP) for IT equipment as opposed to participating in the FOCUS program.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: FOCUS contract documents
    b. Exhibit 2: Equipment Purchase Quote

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT IN THE AMOUNT OF $410,435.35 PLUS SHIPPING UNDER THE AMS.NET FAST OPEN CONTRACTS UTILIZATION SERVICES (FOCUS) CONTRACT AND THE COUNTY OF MERCED, CALIFORNIA PARTICIPATING ADDENDUM

WHEREAS, the City of Madera (City) has a need to procure information technology (IT) equipment; and

WHEREAS, the City's Purchasing Procedures as codified in Madera Municipal Code Title II, Chapter 4, provide that the City may contract with suppliers who have been awarded contracts by government entities for the purchase of information technology goods and services under the competitive process contained in the California Public Contract Code §§ 12100 and 12113; and

WHEREAS, the County of Merced, California FOCUS agreement and specific participating addendum for the AMS.NET contract meets the requirements as set forth in the City's Municipal Code and the California Public Contract Code for the City to utilize the program for the procurement of IT goods and services; and

WHEREAS, it is in the best interest of the City to utilize the County of Merced, California FOCUS agreement to procure the necessary computer equipment in support of ongoing City business operations.

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

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The contract documents, provided as Exhibit 1 and incorporated herein by reference, are approved for participation.
3. The Director of Information Technology is authorized to enter into agreement(s) with AMS.net for the purchase of equipment as listed in Exhibit 2 and in an amount not to exceed $410,435.35 plus shipping costs, subject to approval as to legal form by the City Attorney and consistent with the FOCUS agreement.
4. This resolution is effective immediately upon adoption.

* *

Exhibit 1: FOCUS Contract Documents

AGREEMENT FOR SPECIAL SERVICES

MERCED COUNTY
CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and AMS.NET, Inc., a Delaware corporation, located at 502 Commerce Way, Livermore, California, 94551 (hereinafter referred to as "Contractor").

WHEREAS, County desires to retain Contractor to perform the services in connection with the Fast Open Contracts Utilization Services (FOCUS) pursuant to Government Code Sections 25330 - 25338; and,

WHEREAS, Contractor represents it has considerable knowledge and experience relating to the performance of such services; and,

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

1.1 FOCUS Program Overview

The purpose of this FOCUS Agreement will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed telecommunications technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category.

1.2 FOCUS Program Design for Contractor

The program design shall incorporate the principles as they apply to the following awarded telecommunications technology categories:

Communications Services:

- Call Center Solutions (with ACD)
- Emergency Notification Solutions (Reverse 911)
- Engineering/Consulting Services

- Integrated Voice Response (IVR)
- Voice over Internet Protocol (VOIP)
- Unified Messaging (UM)
- Telecommunications Systems (PBX)
- Telephone Handsets
- Voice Mail Solutions
- Wireless Voice Communication Services

Infrastructure:
- Battery Backup Systems
- Cabling Services
- Energy Auditing and Management Solutions

Enterprise Mobility Solutions:
- Mobile Device Management
- Mobile Applications

Maintenance Services

Network and Enterprise Security Solutions:
- Firewall and Virtual Private Network (VPN)
- Intrusion Detection/Prevention Solutions
- Network, Host and Enterprise Management Solutions
- Video Solutions
- Wireless Solutions (Wi-Fi)

E-Government:
- Web Monitoring and Filtering Solutions

Enterprise Systems:
- Virtualization (Servers)
- Virtual Desktop Infrastructure (VDI)
- Anti-Virus, Spam, Spyware Solutions
- Data Encryption Products and Services
- Server, Storage and Data Management Products
- Telepresence/Video Conferencing

Training Solutions

Consulting Services

Other Goods and Services

1.3 Services

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - County's Request for Proposal #7370
Exhibit B - Contractor's Responding Proposal

Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent contractor; not as an agent or employee of the County.

In the performance of Contractor's duties to perform such services, Contractor's services include, but are not limited to, the following:

a. Provide telecommunications products and services, using a competitively bid procurement tool, to public entities nationally.

b. Offer superior products and services, at competitively bid prices, to insure public entity telecommunications goals are being achieved.

c. Service FOCUS needs in specifically awarded telecommunications technology categories as listed in Section 1.2.

1.4 Contractor Commitments

a. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.

b. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed ten percent (10%) of the total price of the Purchase Order.

c. Merced County reserves the right to receive and process all orders at a future date.

d. Corporate level management support and resource commitment to the FOCUS Program.

e. Corporate level dedication to at least a California marketing program.

f. Corporate level commitment to their sales force in promoting the FOCUS Program and rewarding successes.

g. An aggressive marketing strategy.

h. Excellence in customer support and service.

i. A commitment to use local providers and/or contracted services where a corporate presence does not exist.

j. A product and service quality assurance program that meets or exceeds industry excellence standards.

k. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

l. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.

m. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.

n. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.

o. Product, service, and installation excellence to any location that meets industry's highest standards.

p. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.

q. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.

r. All contractors offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC is required.

s. All products offered as a part of FOCUS must meet or exceed the specifications of the referenced brands.

1.5 Mandatory Administrative Requirements

a. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.

b. Quarterly and annual sales reports.

c. A product/service document, paper or electronic — to be produced at least four (4) times per year. Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.

d. Price increase/price decline policies. All price reduction changes must be published within seventy-two (72) hours.

e. Quarterly Administrative fees for Merced County.

f. Subcontractor list (See Agreement Attachment 1).

g. Ordering (including invoices, payments, taxes on sales and services, and return procedures), reporting, and reconciliation procedures (See Agreement Attachment 2).

h. Support services including help desk phone numbers.

i. Warranty statements.

j. Point of contact including phone/fax/e-mail information.

2. TERM

The term of this Agreement shall commence on the 18th day of May, 2021, and continue until the 17th day of May, 2024, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

3. ADMINISTRATIVE FEES

Contractor agrees to pay Merced County administrative fees in accordance with the following schedule on a quarterly basis. Payment is to be made not later than thirty (30) days following the end of the quarter (April 30, July 31, October 31, January 31).

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
$0 - $2,000,000	1%
$2,000,000+	0.5%

4. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as public agency) located in the State of California or any other state shall have the option of participating in any award made as a result of this proposal at the same prices, F.O.B. destination, and terms and conditions. The public agency shall make purchases in their own name, have deliveries made to their facilities, and be responsible for tax liability and payments directly to the Contractor. The public agency will hold harmless the County from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this Contract.

Public Agencies may not qualify vendors for their contract offerings by using FOCUS Terms and Conditions.

5. PROGRAM UTILIZATION REQUIREMENTS

In order for a public agency to utilize FOCUS contracts, the public agency must first complete an agreement with Merced County. Agreements are accomplished by referencing vendor's specific FOCUS contract number on each public agency's purchase order, forwarding original to Contractor, and providing an information copy to the Merced County Department of Community and Economic Development via U.S. Mail, fax, or e-mail. For ordering, reporting, and reconciliation procedures, see Agreement Attachment 2.

6. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o Director Community & Economic Development Merced County 2222 M Street Merced, CA 95340	Contractor AMS.NET, Inc. Robert Tocci President 502 Commerce Way Livermore, CA 94551

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

7. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on County's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary

funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than ten (10) calendar days after the County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County prior to the final date for which funding is available. In the alternative, County and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, if funding is provided to the County in the form of promises to pay at a later date, whether referred to as "government warrants", "IOU's", or by any other name, the County may, in its sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

9. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

11. INSURANCE

A. Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if Contractor has a self-insured retention (SIR), and if so, Contractor shall be required to provide the entire policy of insurance with which it has an SIR and/or deductible. All deductibles and SIRs shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the County Risk Manager.

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual

property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage not less than $2,000,000 per occurrence, and sufficient to cover, the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Contractor.

B. INSURANCE CONDITIONS

1. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.

2. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

3. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

4. If the Contractor uses Sub-Contractors or others to perform work under this Agreement, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

12. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractor and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, subcontractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

14. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

15. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

16. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings,

plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

17. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

18. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. PRICING

If the FOCUS partnering contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same or similar goods or services under similar quantity and delivery conditions and terms and conditions of purchase to the State of California or any county, municipality or district of the state at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Merced County and the FOCUS users up to and including date of shipment from Contractor's shipping point.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or subcontractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of

California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

27. SUCCESSORS IN INTEREST

All the terms, covenants, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed,

political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950 and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase if goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

Signature page to follow

COUNTY OF MERCED

By _____
Signature

Daron McDaniel
Chairman, Board of Supervisors

MAY 18 2021
Dated

AMS.NET, Inc.

By _____
Signature

Diana Monaghan
Vice President

5/7/2021
Dated

APPROVED AS TO FORM
FORREST W. HANSEN
MERCED COUNTY COUNSEL

By _____
Jeff Grant, Deputy County Counsel IV

ATTACHMENT 1
SUBCONTRACTORS

3M
Aamstrand Ropes & Twine
AMS ProServ
Advanced Network Devices
Aerohive Extreme
Allen Tel Products
American Polywater Corporation
APC
Arecont Vision Costar
Arista Networks
Arrow Wire & Cable
AtlasIED
Avigilon
Barracuda
Baicells Technologies
Barracuda Networks
Belden
BLF Corporation
Berk-Tek
BlackHawk Labs
BLF Corporation
Brother International
Cablofil Inc.
Chatsworth Products
Circa
Cisco
Cohesity
Commscope
Cooper B-Line Systems
Corning Optical Communications
Damac
DAP Products Inc.
Eaton
eNet Components
Erico
Exacq Technologies
Extron
Fluke
Fortinet
FrontRow
Greenlee

HALO
Hoffman
HPE Aruba
Hubbell Premise Wiring
IBM
Ideal Industries
Ilsentech
Leviton Manufacturing
L.H. Dottie Co.
Lightspeed Systems
Maxcell
Microsoft
Middle Atlantic Products
Mohawk Cable Solutions
Nimble
Oberon, Inc.
OCC
Ortronics
Paige Datacom Solutions
Palo Alto Networks
Panduit
Platt Electric Supply
Preformed Line Products
Pure Storage
Qognify
Quiktron, Inc.
Rubrik
Ruckus Brocade
Siemon
Singlewire Software
Specified Technologies Inc.
Superior Essex
Syn-Apps
TE Connectivity
TerraWave
Tintri
Total Cable Solutions
Tripp Lite
Valcom
Veeam Software
Verkada
VMware
Wiremold
Zoom Video Communications

ATTACHMENT 2
ORDERING, REPORTING, AND RECONCILIATION PROCEDURES

ORDERING:

To order from the FOCUS Contract, Contractor needs:

1. A public agency purchase order (P.O.), stating the FOCUS Contract Number, made out to Contractor.
2. Confirmation that a copy of the P.O. has been sent to County via U.S. Mail, fax or email.

Contractor can receive information in the following ways: U.S. Mail, fax or email:

US mail:
AMS.NET
Sales/FOCUS Contract orders
502 Commerce Way
Livermore, CA 94550

Fax:
925-245-6150

Email:
sales@ams.net

Upon receiving the above, Contractor will proceed with the ordering of the equipment delivered to Contractor for delivery to the customer. The Order Administrator will also send a copy of the P.O. to the County.

REPORTING AND RECONCILIATION:

Contractor will report to County on a quarterly basis. The report and associated fees will be sent by Contractor no later than the 30th of the month, following the end of the quarter (January 30th, April 30th, July 30th, October 30th) to the County via overnight carrier. Copies of P.O.'s will also be included.

AMENDMENT #1
TO
CONTRACT NO. 2021092
BETWEEN
MERCED COUNTY
AND
AMS.NET, INC.

THIS Amendment to Contract No. 2021092, is executed by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and AMS.NET, Inc., a Delaware corporation, located at 502 Commerce Way, Livermore, CA 94551 (hereinafter called "Contractor").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Merced County Board of Supervisors.

MODIFICATIONS:

1) Section 2, entitled "Term", is amended to add as follows:

   The term of this Agreement shall commence on the 18th day of May, 2021, and continue until the 17th day of May, 2026, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow.

County of Merced

By: _____

Rodrigo Espinosa
Chair, Board of Supervisors

MAY 0 7 2024

Dated

AMS.NET, Inc.

By: _____

Robert Tocci,
Chief Executive Officer/CFO/Secretary

4/10/24

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

BY: _____

Rina M. Gonzales
Chief Deputy County Counsel

5/1/2024

Dated

Exhibit 2: Equipment Purchase Quote

Technology Solution **Proposal**

Specialized technology and advisory solutions.
Impacting communities for good.

AMS.NET | MGT

AMS.NET, LLC.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Executive Summary

Introduction

At AMS.NET, part of MGT, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity**, **managed services**, **SaaS**, **physical security**, **network infrastructure**, **cloud and data**, **communications**, **cabling,** and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

A Social Impact Commitment

DEFINED BY IMPACT

Our expertise and familiarity with education, local government, and business enables us to provide City of Madera with technology solutions that address your unique challenges, deliver positive outcomes, and impact the communities your serve.

MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.

Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

AMS.NET, LLC.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Project Cost Summary – City of Madera

Project Information

City of Madera - City Hall - Aruba Switching - 102472
Project # 102472
March 25, 2025

Account Manager

Ryan Snedden
rsnedden@mgt.us
(559) 548-1828

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00088133	City Hall - Aruba 6405 Switches ONLY (5 Year) Merced FOCUS 2021092	$206,806.10	$15,466.97	$222,273.07
Q-00085667	City Hall - Aruba AP-655 - 5 Years - Option Merced FOCUS 2021092	$41,293.08	$2,709.42	$44,002.50
Q-00090025	City Hall - Veeam Backup Storage Servers - IBM Merced FOCUS 2021092	$45,343.81	$2,709.45	$48,053.26
Q-00090052	Police Dept - Veeam Backup Storage Servers - IBM Merced FOCUS 2021092	$45,343.81	$2,709.45	$48,053.26
Q-00090053	Public Works - Veeam Backup Storage Servers - IBM Merced FOCUS 2021092	$45,343.81	$2,709.45	$48,053.26

Project Summary

Project Total	$384,130.61
Estimated Total Taxes	$26,304.74
Grand Total	**$410,435.35**

Vendor: AMS.NET
Address: 502 Commerce Way, Livermore, CA 94551
Phone: 925-245-6100
SPIN: 143005880

AMS.NET, LLC.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Quotations – City of Madera - City Hall - Aruba Switching - 102472

Customer
City of Madera
205 W 4th St Madera, CA 93637-3527
ATTN:

Project Name	City of Madera - City Hall - Aruba Switching - 102472
Project #	102472
Expiration Date	
Account Mgr.	Ryan Snedden
AM Phone	(559) 548-1828
AM Email	rsnedden@mgt.us
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@mgt.us

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00088133, City Hall - Aruba 6405 Switches ONLY (5 Year)					
1	**R0X26C** Aruba 6405 v2 Switch	Aruba Networks	5.00	$6,335.29	$31,676.45
2	**HR7H9E** Aruba 5Y FC NBD Exch 6405 SVC [for R0X26C]	Aruba Networks	5.00	$3,865.55	$19,327.75
3	**R0X35A** Aruba 6400 1800W Power Supply with C16 Inlet Adapter	Aruba Networks	16.00	$1,173.85	$18,781.60
4	**R0X35A#B2E** L6-20 220V-NA	Hewlett Packard	16.00	$0.00	$0.00
5	**R0X39C** Aruba 6400 48p 1G CL4 PoE 4SFP56 v2 Mod	Aruba Networks	9.00	$4,692.85	$42,235.65
6	**R0X41C** Aruba 6400 48p SR5 CL6 PoE 4SFP56 Mod	Aruba Networks	6.00	$6,101.18	$36,607.08
7	**R0X31A** Aruba 6400 Management Module	Aruba Networks	3.00	$4,220.97	$12,662.91
8	**R0X40C** Aruba 6400 48p 1GbE CL6 PoE 4SFP56 Module	Aruba Networks	2.00	$5,161.07	$10,322.14
9	**R0X43C** Aruba 6400 24p SFP+ 4SFP56 v2 Mod	Aruba Networks	3.00	$11,730.84	$35,192.52
10	**AMS-FREIGHT-DROPSHIP** Freight	None	1.00	$0.00	$0.00
				Subtotal:	$206,806.10

AMS.NET, LLC.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Estimated Tax:	$15,466.97
Quote Total:	**$222,273.07**

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00085667, City Hall - Aruba AP-655 - 5 Years - Option					
1	**R7J39A** Aruba AP-655 (US) Campus AP	Aruba Networks	40.00	$802.93	$32,117.20
2	**S0J40A** AP-MNT-MP10-U Mount Kit	Aruba Networks	4.00	$181.07	$724.28
3	**Q9Y60AAE** Aruba Central AP Fnd 5yr Sub ESTU	Aruba Networks	40.00	$211.29	$8,451.60
4	**AMS-FREIGHT-DROPSHIP** Freight	None	1.00	$0.00	$0.00

Subtotal:	$41,293.08
Estimated Tax:	$2,709.42
Quote Total:	**$44,002.50**

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00090025, City Hall - Veeam Backup Storage Servers - IBM					
1	**4680-3P2-0000** 4680-3P2 #1:IBM Storage FlashSystem 5045 LFF Control Enclosure	IBM	1.00	$5,989.73	$5,989.73
2	**4680-3P2-9730** Power Cord - PDU Connection	IBM	1.00	$13.04	$13.04
3	**4680-3P2-ADN1** Order Type 1 - CTO	IBM	1.00	$0.00	$0.00
4	**4680-3P2-AHPA** AC Power Supply HE	IBM	1.00	$0.00	$0.00
5	**4680-3P2-AHZE** Hybrid Flash Indicator	IBM	1.00	$0.00	$0.00
6	**4680-3P2-AKNC** Premium S&H Indicator	IBM	1.00	$0.00	$0.00
7	**4680-3P2-AL3J** 24 TB 7,200 rpm 12 Gb SAS NL 3.5 Inch HDD	IBM	12.00	$989.16	$11,869.92
8	**4680-3P2-ALBD** 10 Gb Ethernet 4 Port Adapter Cards (Pair)	IBM	1.00	$2,048.80	$2,048.80
9	**4680-3P2-ALE2** Encryption Enablement	IBM	1.00	$0.00	$0.00

10	**4680-3P2-ALEC** Encryption USB Drive Pack	IBM	1.00	$93.13	$93.13
11	**4680-3P2-ALGA** 32 GB Cache Upgrade	IBM	1.00	$419.07	$419.07
12	**4680-3P2-ALH0** Expert Care Indicator	IBM	1.00	$0.00	$0.00
13	**4680-3P2-ALK5** EC Advanced 5 Year	IBM	1.00	$0.00	$0.00
14	**4690-A05-0000** 4680-3P2 #1:5 year Expert Care Advanced	IBM	1.00	$3,734.52	$3,734.52
15	**5775-STG-0000** Support Line for Storage - 5 Year	IBM	1.00	$0.00	$0.00
16	**5775-STG-0526** Support per Server (N/C)	IBM	1.00	$0.00	$0.00
17	**4680-12H-0000** 4680-3P2 #1: 4680-12H #3:IBM Storage FlashSystem 5015/5045 LFF Expansion Enclosure	IBM	1.00	$2,388.72	$2,388.72
18	**4680-12H-9730** Power Cord - PDU Connection	IBM	1.00	$13.04	$13.04
19	**4680-12H-ACUB** 1.5m 12Gb SAS Cable(mSAS HD)	IBM	2.00	$57.27	$114.54
20	**4680-12H-ADN1** Order Type 1 - CTO	IBM	1.00	$0.00	$0.00
21	**4680-12H-AHPA** AC Power Supply HE	IBM	1.00	$0.00	$0.00
22	**4680-12H-AHZE** Hybrid Flash Indicator	IBM	1.00	$0.00	$0.00
23	**4680-12H-AKNC** Premium S&H Indicator	IBM	1.00	$0.00	$0.00
24	**4680-12H-AL3J** 24 TB 7,200 rpm 12 Gb SAS NL 3.5 Inch HDD	IBM	10.00	$989.16	$9,891.60
25	**4680-12H-ALH0** Expert Care Indicator	IBM	1.00	$0.00	$0.00
26	**4680-12H-ALK5** EC Advanced 5 Year	IBM	1.00	$0.00	$0.00
27	**4690-A05-0000** 4680-3P2 #1: 4680-12H #3:5 year Expert Care Advanced	IBM	1.00	$2,267.70	$2,267.70
28	**5775-STG-0000** Support Line for Storage - 5 Year	IBM	1.00	$0.00	$0.00

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502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

29	**5775-STG-0526** Support per Server (N/C)	IBM	1.00	$0.00	$0.00
30	**AMS-NI-DC-SAN-PHYSICAL** Labor: SAN Installation - Physical Installation	AMS.NET	1.00	$5,000.00	$5,000.00
31	**AMS-NI-PM-FOC** Labor: Project Manager	AMS.NET	4.00	$200.00	$800.00
32	**0000-S&H-0000** UNKNOWN PRODUCT	IBM	1.00	$700.00	$700.00

Subtotal:	$45,343.81
Estimated Tax:	$2,709.45
Quote Total:	**$48,053.26**

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00090052, Police Dept - Veeam Backup Storage Servers - IBM					
1	**4680-3P2-0000** 4680-3P2 #1:IBM Storage FlashSystem 5045 LFF Control Enclosure	IBM	1.00	$5,989.73	$5,989.73
2	**4680-3P2-9730** Power Cord - PDU Connection	IBM	1.00	$13.04	$13.04
3	**4680-3P2-ADN1** Order Type 1 - CTO	IBM	1.00	$0.00	$0.00
4	**4680-3P2-AHPA** AC Power Supply HE	IBM	1.00	$0.00	$0.00
5	**4680-3P2-AHZE** Hybrid Flash Indicator	IBM	1.00	$0.00	$0.00
6	**4680-3P2-AKNC** Premium S&H Indicator	IBM	1.00	$0.00	$0.00
7	**4680-3P2-AL3J** 24 TB 7,200 rpm 12 Gb SAS NL 3.5 Inch HDD	IBM	12.00	$989.16	$11,869.92
8	**4680-3P2-ALBD** 10 Gb Ethernet 4 Port Adapter Cards (Pair)	IBM	1.00	$2,048.80	$2,048.80
9	**4680-3P2-ALE2** Encryption Enablement	IBM	1.00	$0.00	$0.00
10	**4680-3P2-ALEC** Encryption USB Drive Pack	IBM	1.00	$93.13	$93.13
11	**4680-3P2-ALGA** 32 GB Cache Upgrade	IBM	1.00	$419.07	$419.07
12	**4680-3P2-ALH0** Expert Care Indicator	IBM	1.00	$0.00	$0.00

13	**4680-3P2-ALK5** EC Advanced 5 Year	IBM	1.00	$0.00	$0.00
14	**4690-A05-0000** 4680-3P2 #1:5 year Expert Care Advanced	IBM	1.00	$3,734.52	$3,734.52
15	**5775-STG-0000** Support Line for Storage - 5 Year	IBM	1.00	$0.00	$0.00
16	**5775-STG-0526** Support per Server (N/C)	IBM	1.00	$0.00	$0.00
17	**4680-12H-0000** 4680-3P2 #1: 4680-12H #3:IBM Storage FlashSystem 5015/5045 LFF Expansion Enclosure	IBM	1.00	$2,388.72	$2,388.72
18	**4680-12H-9730** Power Cord - PDU Connection	IBM	1.00	$13.04	$13.04
19	**4680-12H-ACUB** 1.5m 12Gb SAS Cable(mSAS HD)	IBM	2.00	$57.27	$114.54
20	**4680-12H-ADN1** Order Type 1 - CTO	IBM	1.00	$0.00	$0.00
21	**4680-12H-AHPA** AC Power Supply HE	IBM	1.00	$0.00	$0.00
22	**4680-12H-AHZE** Hybrid Flash Indicator	IBM	1.00	$0.00	$0.00
23	**4680-12H-AKNC** Premium S&H Indicator	IBM	1.00	$0.00	$0.00
24	**4680-12H-AL3J** 24 TB 7,200 rpm 12 Gb SAS NL 3.5 Inch HDD	IBM	10.00	$989.16	$9,891.60
25	**4680-12H-ALH0** Expert Care Indicator	IBM	1.00	$0.00	$0.00
26	**4680-12H-ALK5** EC Advanced 5 Year	IBM	1.00	$0.00	$0.00
27	**4690-A05-0000** 4680-3P2 #1: 4680-12H #3:5 year Expert Care Advanced	IBM	1.00	$2,267.70	$2,267.70
28	**5775-STG-0000** Support Line for Storage - 5 Year	IBM	1.00	$0.00	$0.00
29	**5775-STG-0526** Support per Server (N/C)	IBM	1.00	$0.00	$0.00
30	**AMS-NI-DC-SAN-PHYSICAL** Labor: Systems Engineer Data Center - Rack and configure SAN. **No VM migration included	AMS.NET	1.00	$5,000.00	$5,000.00

AMS.NET, LLC.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

31	**AMS-NI-PM-FOC** Labor: Project Manager	AMS.NET	4.00	$200.00	$800.00
32	**0000-S&H-0000** UNKNOWN PRODUCT	IBM	1.00	$700.00	$700.00

Subtotal:	$45,343.81
Estimated Tax:	$2,709.45
Quote Total:	**$48,053.26**

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00090053, Public Works - Veeam Backup Storage Servers - IBM					
1	**4680-3P2-0000** 4680-3P2 #1:IBM Storage FlashSystem 5045 LFF Control Enclosure	IBM	1.00	$5,989.73	$5,989.73
2	**4680-3P2-9730** Power Cord - PDU Connection	IBM	1.00	$13.04	$13.04
3	**4680-3P2-ADN1** Order Type 1 - CTO	IBM	1.00	$0.00	$0.00
4	**4680-3P2-AHPA** AC Power Supply HE	IBM	1.00	$0.00	$0.00
5	**4680-3P2-AHZE** Hybrid Flash Indicator	IBM	1.00	$0.00	$0.00
6	**4680-3P2-AKNC** Premium S&H Indicator	IBM	1.00	$0.00	$0.00
7	**4680-3P2-AL3J** 24 TB 7,200 rpm 12 Gb SAS NL 3.5 Inch HDD	IBM	12.00	$989.16	$11,869.92
8	**4680-3P2-ALBD** 10 Gb Ethernet 4 Port Adapter Cards (Pair)	IBM	1.00	$2,048.80	$2,048.80
9	**4680-3P2-ALE2** Encryption Enablement	IBM	1.00	$0.00	$0.00
10	**4680-3P2-ALEC** Encryption USB Drive Pack	IBM	1.00	$93.13	$93.13
11	**4680-3P2-ALGA** 32 GB Cache Upgrade	IBM	1.00	$419.07	$419.07
12	**4680-3P2-ALH0** Expert Care Indicator	IBM	1.00	$0.00	$0.00
13	**4680-3P2-ALK5** EC Advanced 5 Year	IBM	1.00	$0.00	$0.00
14	**4690-A05-0000** 4680-3P2 #1:5 year Expert Care Advanced	IBM	1.00	$3,734.52	$3,734.52

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15	**5775-STG-0000** Support Line for Storage - 5 Year	IBM	1.00	$0.00	$0.00
16	**5775-STG-0526** Support per Server (N/C)	IBM	1.00	$0.00	$0.00
17	**4680-12H-0000** 4680-3P2 #1: 4680-12H #3:IBM Storage FlashSystem 5015/5045 LFF Expansion Enclosure	IBM	1.00	$2,388.72	$2,388.72
18	**4680-12H-9730** Power Cord - PDU Connection	IBM	1.00	$13.04	$13.04
19	**4680-12H-ACUB** 1.5m 12Gb SAS Cable(mSAS HD)	IBM	2.00	$57.27	$114.54
20	**4680-12H-ADN1** Order Type 1 - CTO	IBM	1.00	$0.00	$0.00
21	**4680-12H-AHPA** AC Power Supply HE	IBM	1.00	$0.00	$0.00
22	**4680-12H-AHZE** Hybrid Flash Indicator	IBM	1.00	$0.00	$0.00
23	**4680-12H-AKNC** Premium S&H Indicator	IBM	1.00	$0.00	$0.00
24	**4680-12H-AL3J** 24 TB 7,200 rpm 12 Gb SAS NL 3.5 Inch HDD	IBM	10.00	$989.16	$9,891.60
25	**4680-12H-ALH0** Expert Care Indicator	IBM	1.00	$0.00	$0.00
26	**4680-12H-ALK5** EC Advanced 5 Year	IBM	1.00	$0.00	$0.00
27	**4690-A05-0000** 4680-3P2 #1: 4680-12H #3:5 year Expert Care Advanced	IBM	1.00	$2,267.70	$2,267.70
28	**5775-STG-0000** Support Line for Storage - 5 Year	IBM	1.00	$0.00	$0.00
29	**5775-STG-0526** Support per Server (N/C)	IBM	1.00	$0.00	$0.00
30	**AMS-NI-DC-SAN-PHYSICAL** Labor: Systems Engineer Data Center - Rack and configure SAN. **No VM migration included	AMS.NET	1.00	$5,000.00	$5,000.00
31	**AMS-NI-PM-FOC** Labor: Project Manager	AMS.NET	4.00	$200.00	$800.00
32	**0000-S&H-0000** UNKNOWN PRODUCT	IBM	1.00	$700.00	$700.00
				Subtotal:	$45,343.81

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Estimated Tax:	$2,709.45
Quote Total:	**$48,053.26**

Order Summary

Project Total	$384,130.61
Estimated Total Taxes	$26,304.74
Grand Total	**$410,435.35**

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Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, LLC. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. Cisco and Meraki orders cannot be modified starting at 50 days prior to the current estimated ship date. Cisco and Meraki have a no return for credit RMA policy. Please make sure your order is accurate before AMS.NET places the order with the manufacturer. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net

A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises

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Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: Date:

Print Name: Print Title:

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Standard Invoicing Procedures

Materials, Equipment, Hardware

All cabling and engineering material, equipment, and hardware are invoiced and billed upon receipt at any one of our AMS.NET warehouses. Per our standard EDL; "We will have the equipment delivered directly to AMS.NET and stored in our warehouse for your convenience until you are ready for installation. Per request, AMS.NET will provide a report of proof of delivery to AMS.NET and serial number documentation. AMS.NET will at time of delivery to our warehouse, submit invoices reflecting the hardware portion of the project and you can at that time release payment for the full amount of the hardware within 30 days of receipt"

Premium Flex Time (pFLEX)

pFLEX is invoiced in full upon the start of the project. pFLEX hours are utilized on progress/time and materials bases as we move through the project deliverables or as Service Requests are opened through our TAC department. Utilization reports can be requested at any time and may be shared with the customer within 48 hours of the request. All remaining pFLEX time left at the end of an installation project is converted to TAC support hours upon project close out.

Standard Progress Labor Billing Definitions

AMS.NET executes progress billing for all non-pFLEX engagements. AMS.NET will at time of completion of each progress phase, submit invoices reflecting the current phase of the project and you can at that time release payment for the full amount of the invoice within 30 days of receipt.

Switching, Wireless, UPS, Firewalls, Paging, Phones, IPVS

- 10% for mobilization
- 25% for technical planning and start of design
- 50% for equipment prep/configuration
- 75% for Installation of equipment
- 90% for equipment cutover
- 100% upon completion of punch list and sign off on the line item

Data Center (Non-pFLEX) Upgrades, Migrations, ISE, AMP, Umbrella, 365, Etc...

- 10% mobilization
- 25% discovery – 25%
- 50% base deployment, activation, start migration of servers
- Up to 90% policy configuration, migration of servers
- 100% punch list

Structured Cabling – Fiber, Copper, and Racks

- 10% mobilization
- 11-90% according to completion level of labor per quote
- 100% upon delivery of test results

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AMS.NET is now a part of MGT

AMS.NET is proud to announce that it has joined forces with MGT Impact Solutions.

This strategic combination represents a significant step forward for both companies.

AMS.NET is an innovative technology solutions provider helping to advance schools, local government, and businesses throughout California. Since 1988, AMS.NET has provided technology to support organizations' network infrastructure, communication, and security needs. AMS.NET's industry expertise, technology vision, and people help maintain business continuity and reliability.

MGT is a leading provider of technology management and advisory solutions for public agencies, philanthropic organizations, and Fortune 500 companies across the U.S. and abroad. Leveraging a half-century track record and reputation, MGT's industry experts provide highly specialized solutions addressing mission-critical client priorities that improve outcomes and help organizations and communities thrive.

> "Our combination with MGT allows us to expand our reach, enhance our service offerings, and provide a broad portfolio of solutions to clients. Together, we drive meaningful change in education technology,"
>
> ... AMS.NET, CEO Robert Tocci.

With AMS.NET's proven track record in education technology solutions, MGT strengthens its position as a premier "category of one" education technology provider to elevate student learning and operational resilience in K-12 schools. AMS.NET ranks as the seventh-largest Category Two service provider of E-Rate federal funding in the U.S., helping extend technology accessibility within educational institutions.

Central to this combination is the integration of AMS.NET's experienced team of 160 professionals, known for their collaborative approach and commitment to customer success. The company's commitment to enhancing business outcomes through technology solutions aligns seamlessly with MGT's mission to drive innovation and social impact through technology.

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About Us

AMS.NET is a part of MGT, a national technology and advisory solutions leader serving state, local government, education and enterprise companies across the U.S. and abroad. Leveraging a half-century track record and reputation, AMS.NET|MGT's industry experts provide highly specialized solutions addressing mission-critical client priorities that improve outcomes and help organizations and communities thrive.

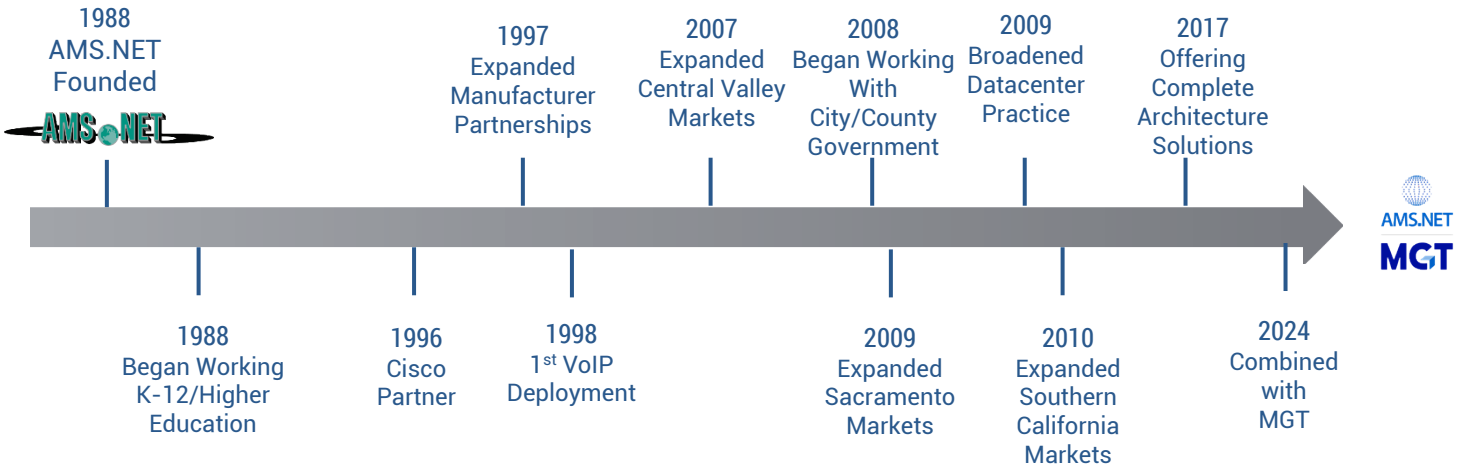
Our holistic, tailored technology solutions solve the most critical issues that live at the top of our clients' leadership agenda. We address today's organizational, technology, and security challenges with managed services and technology solutions for network infrastructure, cybersecurity, cloud and data, communications, physical security and cabling.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, our 350+ team of certified engineers provides pre-sales design support and will architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete C-7 cabling services and post deployment, a host of managed services that enable us to co-manage with your IT teams and ensure your technology investments are running at optimum performance and meeting your organizational goals.

We can also help you procure the technology needed with financing options, grant writing support, procurement contracts and E-rate expertise. Our deep public sector expertise along with dozens of procurement contracts, allows us to make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With many decades of successfully providing technology solutions, you can be assured that we have the capability and experience to be your trusted partner.



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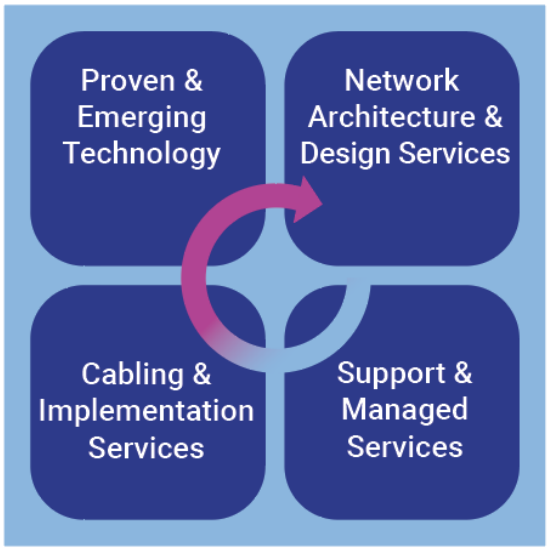
Unique Customer Experience

AMS.NET, part of MGT, is an innovative technology solution provider delivering business outcomes to organizations for several decades. Our industry expertise, technology vision and people create a unique customer experience.

- Close customer engagement in the presales process with design, site walk, white boarding session and more
- Proven installation process including project management, skilled and experienced engineers and post installation support
- Established, trusted and proven with more decades of experience, extensive reference list and specialization in your vertical
- Elite partnerships with leading manufacturer partners to obtain and provide exceptional pricing for your solutions
- Multivendor expertise with certifications and technical knowledge to support your entire technology landscape
- Long term technology partner with a consultative approach regardless of the organization size or project scope.



Turnkey Implementation

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Our Approach

With a focus on delivering business outcomes, we have a four-pronged pre-sales approach to keeping your business goals top of mind.

1. First is determining the business drivers for your organization. Are you needing to meet government mandates? Are you looking to add new programs such as BYOD or video instruction? Has there been a security breach or another event that is being addressed? A clear insight to your business drivers sets the road map for your technology solution.
2. Identifying considerations or possible concerns at the start of a project allows for planning to minimize the effects and costs of those possible barriers. Cabling, infrastructure, IT resources and budget constraints should all be identified.
3. During the planning process, specific deadlines, funding schedules, internal resources and other projects need to be considered.
4. Following the technology implementation support may be necessary. Identifying current expertise gaps or need for managed services should be evaluated.

Solution Approach

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AMS.NET Project Lifecycle

Providing Complete Project Management Services to Meet Your Technology Requirements and Business Outcomes

AMS.NET project management office utilizes a proven and methodical process to deliver technology solutions. While we follow an established 5 stage project lifecycle, our PMO will adapt to your unique project and organizational requirements. Our experienced and customer-focused team of project managers collaborate with key project stakeholders throughout the project, provide risk management and conduct ongoing project auditing to ensure the project meets milestones and follows the agreed upon project plan.

AMS.NET's PMO follows an established – yet adaptable – 5 stage project lifecycle:

DISCOVERY & PREPARATION

During the first project stage, AMS.NET will identify the current infrastructure along with define technology requirements and key performance indicators. Our pre-sales engineers, account team, project managers and customer experience team are aligned and have a hand-off process to ensure the successful execution of your technology solution.

DESIGN & PLANNING

Milestones, project plans, and action logs are developed to guide each unique technology deployment. Our PMO develops detailed documentation to closely monitor KPI's, deadlines, and mitigate risks. We work hand-in-hand with our engineers and customer stakeholders to ensure a smooth technology rollout.

EXECUTION

Our PMO manages the coordination of all AMS.NET engineers, cabling technicians, subcontractors, third party vendors, and key customer stakeholders to execute and drive the implementation forward to meet defined milestones. Projects and onsite activity are closely monitored and stakeholders are provided with regular updates.

PROJECT CLOSEOUT

At the completion of each project, we provide relevant technology reviews, documentation, maps, and test results in preparation for hand off to our TAC team.

WARRANTY & MAINTENANCE

After deployment, AMS.NET PMO will introduce our support team for the 30-day warranty period. AMS.NET also offers a host of maintenance plans and managed services to ensure the solution continues to perform at optimum levels.

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Project Management Services Customized for Your Project and Your Team

While we rely on proven processes, tools and best practices, every project and customer requirements are unique. Our project managers customize each engagement based on the technology solution, organizational requirements and your preferences in terms of communication style and frequency. Customized services, access to live tools, frequent communication and detailed documentation provide the foundation to ensure a successful implementation.

AMS.NET PMO Services Available:

Live Project Plan	✓
Live RAID Log and Action Plans	✓
Customized Communication Plan - Daily/Weekly Meetings, Weekly Emails	✓
Daily Stand Up Meetings	✓
Customized Installation Plans	✓
Coordination of All Parties including Telco Vendor, Contractors, Cablers, Engineers and Your Team	✓
Design Documentation	✓
Logical Diagram	✓
Logistics Workbook including MAC Addresses, Serial Numbers, Equipment Location, etc.	✓
Configuration Details	✓
As Build Documents/Maps	✓
IDF Photos	✓
Post-Installation Virtual Walk-Through	✓
Final Configuration (if applicable)	✓
Program Management For All Active Projects- Single Project Manager, Single Point of Contact	✓
Project Closeout	✓
Testing and Quality Assurance Activities	✓
Final Documentation Walkthrough	✓
Project Closeout Meeting with Lessons Learned	✓

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Manufacturer Partners

Cisco Partner Gold Certified
Cisco Meraki
HPE aruba networking
Ruckus CommScope
Juniper Networks
paloalto Networks
Fortinet
Barracuda
SentinelOne
Arctic Wolf
CrowdStrike
Pure Storage
Arista
rubrik
Cohesity
Nimble Storage
IBM
Veeam
Microsoft Partner
vmware
zoom
poly
singlewire software
Atlas IED
Advanced Network Devices
IPVideo
ALGO
Extron
Motorola Solutions
Verkada
Baicells
Tripp Lite Power Protection
NC Technologies
APC
Prysmian Group
General Cable
Panduit
Ortronics
legrand
Berk-Tek A Nexans Company
Superior Essex
Leviton
CPI Chatsworth Products
nVent Hoffman

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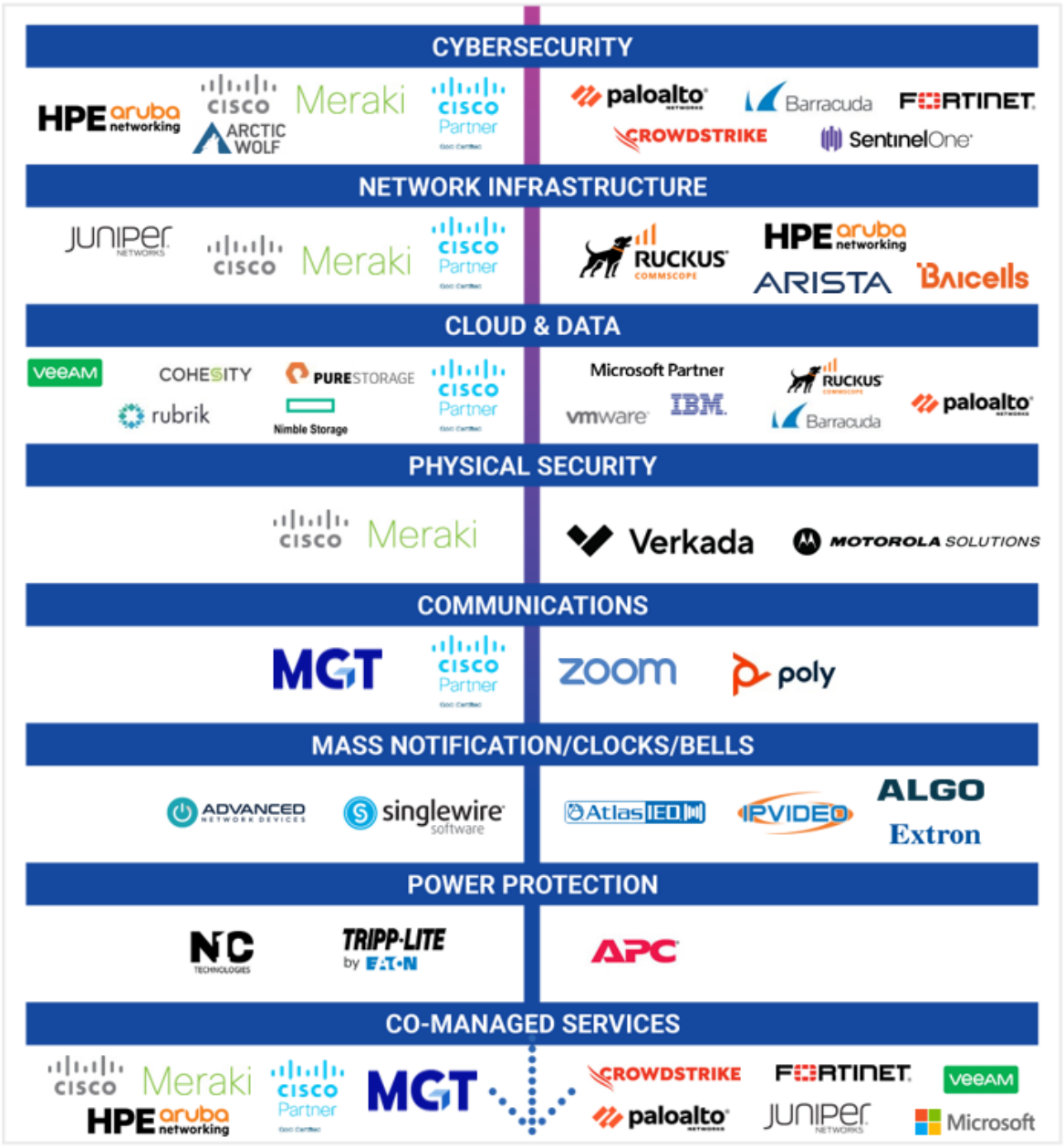
AMS.NET versus the Competition

- Established proven partner in your vertical
- 160+ employees throughout the state of California and a national presence
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco, Fortinet, Palo Alto Networks, Juniper, Aruba, Verkada
- Advanced manufacturer technology specializations
- Skilled and Certified Engineers- CCIE's and other top tier manufacturer certifications in networking, security, voice
- Cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



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Extensive Reference List

Education

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City/County Government

Other Verticals

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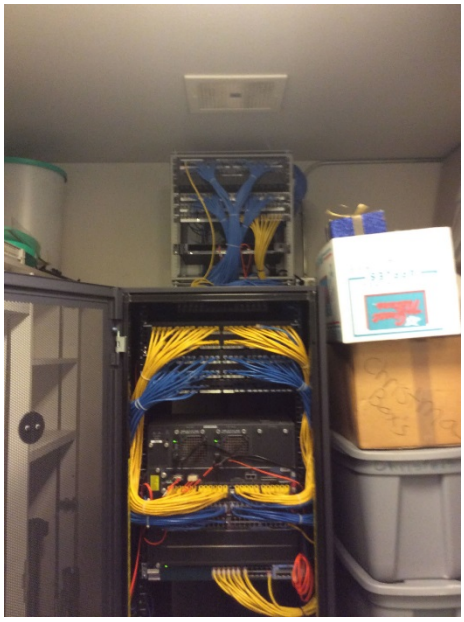
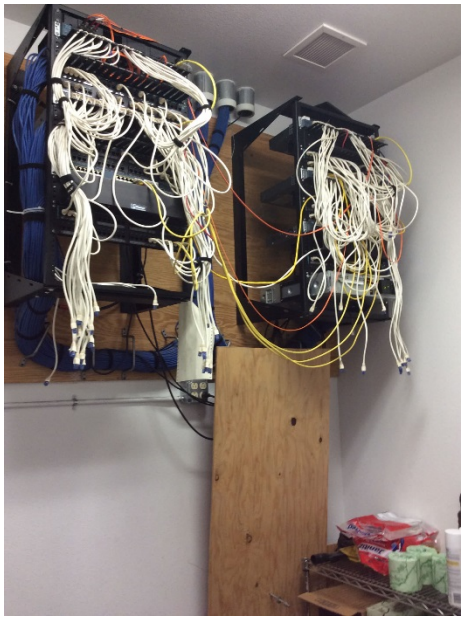
Before and After

Our professional certified engineering and cabling teams have the expertise for your project- large or small. Cabling, racks and equipment are professionally installed and labeled for ease of maintenance after deployment.



Before

After



Before

After

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Company Facts

General Info

Legal Name: AMS.NET LLC.
Type: Delaware Corporation
Tax ID: 94-3291626

Years in Business: 36 Years
Number of Employees: 160

Website: www.ams.net
Email: sales@ams.net
Phone: 800-893-3660/925-245-6100
Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812

Sacramento Regional Office: 5008 Donovan Drive
Carmichael, CA 95608, Phone 800-893-3660

Central Valley Regional Office: 1155 East North Avenue, Suite 106
Fresno, CA 93725, Phone 559-733-1641

Southern California Regional Offices: 5437 E La Palma Ave.
Anaheim, CA 92806, Phone 800-893-3660

License and Procurement

DIR#: 1000001046 *Expires 6/30/25*
FCC RN: 0012300554
Contractor License C-7: 763508 Exp 4-30-26
DUNS#: 556116234
Microsoft MCSE's: 1673446, 2056976
Procurement: E-Rate SPIN: 143005880
Merced County FOCUS Contract: #2021092
SPURR Master Contract/PEPPM Contract
SLP Agreement- Zoom, Rubrik
OMNIA Contract- Cisco, Arctic Wolf, Fortinet, etc.
NASPO Contracts- Cisco, HPE, Ruckus, Pure Storage, Palo Alto Networks, Juniper Networks, Arctic Wolf, CrowdStrike

Cisco GSA Contract: GS-35F-0349S*, Expires 4/4/26*
CMAS Contracts-

APC
Arecont Vision
Aruba/HPE
Avigilon
Bosch
Cisco
Cohestiy
Eaton
EMC
Extron
Fortinet

HP
Nimble Storage
Palo Alto Networks
Rubrik
Ruckus Wireless
TrippLite
Veeam
Verkada
VMware
Berk-Tek
Chatsworth

Corning
General Cable
Hitachi
Leviton
Ortronics
Panduit
Superior Essex
Labor

Certifications and Specializations

Strategic Partners:

Cisco Gold Certified Partner/Cisco Meraki Partner
Fortinet Expert-Level Partner
Palo Alto Networks NextWave Diamond
Juniper Elite Partner
Aruba Platinum Partner
Verkada Platinum Partner
IBM Partner
Singlewire

Partial Manufacturer List:

Juniper, Arista, Barracuda, SentinelOne, Arctic Wolf, Crowdstrike, Pure Storage, Nimble Storage, Cohesity, Rubrik, Veeam, VMware, Microsoft, Zoom, Poly, IP Video, AtlasIED, Advanced Network Devices, Algo Extron, Motorola Solutions, Baicells, Tripplite, N1C, APC, General Cable, Panduit, Ortronics, Leviton, Berk-Tek, Hoffman, Chatsworth, Superior Essex & Others

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-8

SUBJECT:

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

RECOMMENDATION:

Adopt a Resolution Approving and Agreement for Purchase of an Easement at 349 S C Street (APN 007-192-012) (Abdou Coury Hanna)

SUMMARY:

Right-of-Way (ROW) acquisition from one parcel of land is necessary for Sidewalk Improvements per City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 (Project). City Council (Council) previously approved similar ROW acquisitions for the same projects at their meetings of February 29th, March 5th, March 19th and April 2nd. One additional acquisition is presented as part of this item.

The agreements and easement deeds have been executed by the property owner. It is recommended for approval. The value of the land for the acquisition of the parcel is $3,921.80. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2024/25 Budget for the project.

DISCUSSION:

The scope of the project consists of installation of sidewalk improvements. This is part of a larger, previously approved project by the City Council. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, asphalt backpatch to new curb and gutter, tree removal, fence relocation, and adjusting utility boxes to grade. As part of the project, ROW acquisition is necessary from owners of twelve parcels, eight of which were previously approved by the City Council and have been executed. This item would bring the total to nine of the necessary twelve

parcels. For the parcel location, see the Location Map attached to report.

The land acquisition and improvement from the subject parcel are listed in Table 1. The subject parcel is owned by Abdou Coury Hanna.

Table 1: *ROW Impact & Cost*

APN	Area *(Square Feet)*	Cost
007-192-012	476	$3,921.80

The City follows Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual indicates that when the City determines that the valuation is uncomplicated and the market value is estimated at $10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of $2,500. The acquisition of the parcel exceeded the threshold of $2,500 per AP-48 therefore a formal appraisal was obtained.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deed with a description of the interest in land to be acquired has been presented to the property owner.

On October 21, 2021, the City determined that the project is Categorically Exempt under Article 19, Section 15301 (c) of the Guidelines for California Environmental Quality Act (Minor alteration of existing public facilities).

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW and construction costs for this project. The ROW acquisition is funded from Local Transportation Funds (LTF) programmed in the FY 2024/25 Capital Improvements Project Budget. Construction will be funded by the Affordable Housing and Sustainable Communities (ASHC) Grant.

ALTERNATIVES:

City Council may choose to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps and sidewalk and therefore our inability to complete the project potentially jeopardizing funds.

ATTACHMENTS:

1. Resolution
   Exhibit 1 – Agreement and Deed
   Exhibit A – Agreement (349 S C Street, Madera, CA 93638)
   Exhibit 1 – Deed with Two Exhibits
   Exhibit 2 - Property Owner List
2. Location Map

Attachment 1

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT 349 S C STREET, MADERA, CA 93638 (APN 007-192-012)

WHEREAS, a project is programmed in the Fiscal Year 2024/25 Capital Improvement Program (CIP) to install sidewalks at various locations and is identified as "Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761" (Project); and

WHEREAS, the Project requires the acquisition of right-of-way from one parcel of land to construct sidewalks and curb access ramps in the Project area; and

WHEREAS, one property owner of record, listed in Exhibit 2 attached hereto, has offered for sale to the City of Madera the interest in real property necessary for the Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property (Agreement) and attached to the Easement Deed; and

WHEREAS, the purchase price offered for the property has been established per square foot in accordance with a formal appraisal; and

WHEREAS, on October 21, 2021, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

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

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves an Agreements for Purchase and Sale of Real Property with Abdou Coury Hanna in the amount of $3,921.80 and accepts the Easement Deed for the same sidewalk improvements at 349 S C Street Madera, CA 93638,

3. The Agreements, copy of which is attached hereto as Exhibit 1 and referred to for particulars, are approved.

4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deed.

5. The Finance Director is authorized to make the payment for the land acquisitions in the amount shown in the attached Exhibit 2.

6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.

7. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT 1

Agreement and Deed

Exhibit A – Agreement (349 S C Street, Madera, CA 93638)
Exhibit 1 – Deed with Two Exhibits

EXHIBIT A

Agreement

(349 S C Street, Madera, CA 93638)

OWNERS: Abdou Coury Hanna

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 349 S C Street
Madera, CA 93638

APN: 007-192-012

SITUS: NE Corner of Clinton Street and South C Street

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of _____, 2025.

ABDOU COURY HANNA, hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 349 S. C Street, in the City of Madera, County of Madera, State of California, (APN 007-192-012) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Three Thousand Eight Hundred and Sixty-Nine Dollars and Eighty-Eight Cents ($3,869.88) as just compensation for land.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. City will not require any existing, legally permitted, buildings to be moved or removed due to any non-conformity with development standards created as a result of the dedication of a part of land for street widening or public utility purposes.

11. Any new development and/or any proposed expansion of existing legally non-conforming buildings or structures will be required to comply with the setback standards of the zone district in which it is located as measured from the property line in existence at the time of permit, or as measured from the property line(s) resultant from any street dedications which may be required in accordance with adopted City plans and standards prior to the issuance of a permit.

12. Time is of the essence of each and every term, condition, and covenant.

13. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

14. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

Date: _____

SELLER

By:
Abdou Coury Hanna

Date: 02-25-2025

(***Seller Signature Requires Notary Acknowledgement***)

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:
By: _____
Alicia Gonzales, City Clerk

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

State of California

County of _____

} ss.

Kingdom of Morocco)
District of Casablanca)
City of Casablanca)SS
Consulate General of The)
United States of America)

On this the 03-25-25 before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared Abdou Nemet allah Coury Hanna
Name(s) of Signer(s)

[redacted]

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hughes, Angela M
Signature of Notary Public

Place Notary Seal/Stamp Above

Vice Consul

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: **Agreement for Purchase & Sale of Real Property**

Document Date: _____ Number of Pages: 3 Pages

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signers Name: _____	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer is Representing: _____	☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer is Representing: _____

EXHIBIT A TO AGREEMENT
EASEMENT DEED

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Clerk

Fee waived per Section 27383 of the Government Code — No Fee Due
APN: 007-192-012 — No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **ABDOU COURY HANNA, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA **("Grantee")** a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

GRANTOR

By: _____
Abdou Coury Hanna

Date: 03-25-2025

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 19, Township 11 South, Range 18 East, Mount Diablo Meridian, being a portion of Lot 1 of Block 88 as shown on the map titled "Blocks 87 and 88 Madera", filed in Book 4 of Maps, Page 25, Madera County Records, more particularly described as follows:

BEGINNING at the southerly corner of said Lot 1;

thence, along the southeasterly line of said Lot 1, North 44°51'50" East, 151.60 feet, to the easterly corner of said Lot 1;

thence, along the northeasterly line of said Lot 1, North 40°09'46" West, 3.00 feet, to a line northwesterly of and parallel with said southeasterly line;

thence, along said parallel line, South 44°51'50" West, 140.98 feet, to a tangent curve, to the right, having a radius of 10.00 feet;

thence, along said curve, through a central angle of 59°10'04", an arc distance of 10.33 feet;

thence, North 78°58'06" West, 2.73 feet, to the southwesterly line of said Lot 1;

thence, along said southwesterly line, South 40°09'27" East, 10.25 feet to the **POINT OF BEGINNING;**

Containing an area of 476 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

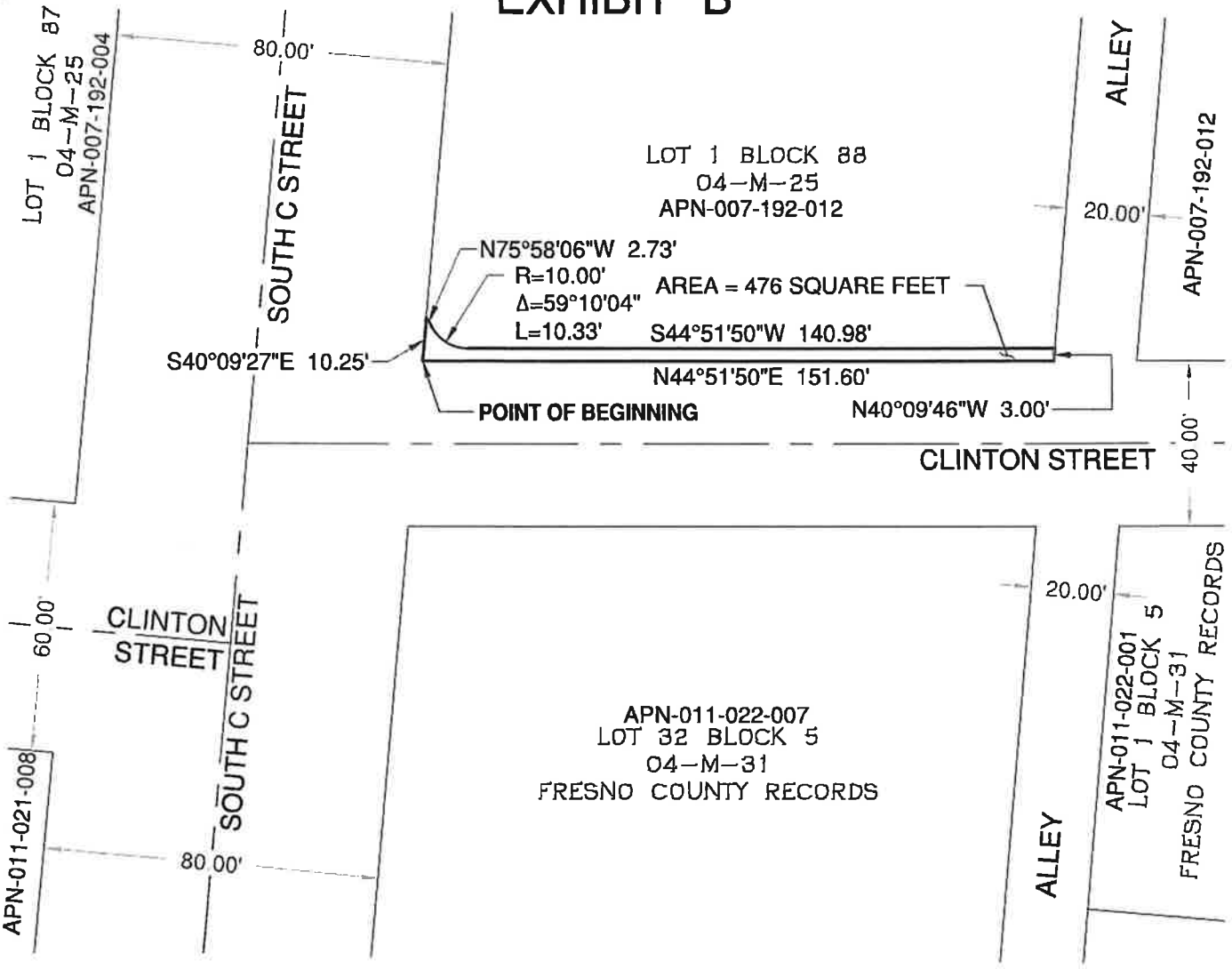
This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

Stephen J. Pyle
Professional Land Surveyor
California No. 8385

LICENSED LAND SURVEYOR
STEPHEN JOSEPH PYLE
LS8385
STATE OF CALIFORNIA

September 26, 2024
Date

EXHIBIT "B"



N

0 20 40

SCALE: 1" = 40'

LEGEND

- ADJACENT PROPERTY
- CENTER LINE
- RIGHT OF WAY
- SUBJECT AREA

LICENSED LAND SURVEYOR
STEPHEN JOSEPH PYLE
No. 8385
STATE OF CALIFORNIA

2024-09-26

SECTION 19, T11S, R18E

O'DELL ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

EXHIBIT "B" RIGHT OF WAY DEDICATION			
SCALE:	1"=40'	DATE:	2024-09-26
JOB NO.:	41000		
FILE:	41000-ROW.DWG		

1 of 1

C:\Users\cjohnson\appdata\local\temp\AcPublish_16136\41000-ROW.dwg CDJohnson 15:23:25 09/25/2024

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

State of California

County of _____

} ss.

Kingdom of Morocco)
District of Casablanca)
City of Casablanca) SS
Consulate General of The)
United States of America)

On this the 03-25-25 before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared Abdou Nemet Allah Coury Hanna

[redacted]

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hughes, Angela M
Signature of Notary Public
Vice Consul

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: **Easement Deed, Legal Description, & Surveyors Plat**

Document Date: _____ Number of Pages: **4 Pages**

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signers Name: _____	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer is Representing: _____	☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer is Representing: _____

EXHIBIT 2

Property Owner List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3 PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761

APN	PROPERTY OWNER/ADDRESS	AMOUNT
007-192-012	Abdou Coury Hanna 349 S C Street Madera, CA 93638	$3,921.80

Attachment 2

Location Map

Location Map

LEGEND

Affected Properties - see easemend deed for sketch of actual easement

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: **B-9**

SUBJECT:

Acceptance of Fleet Rollup Door Removal and Replacement Contract with DL Batty, Inc.

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of Fleet Rollup Door Removal and Replacement
2. The Recording of the Notice of Completion
3. The release of retention 35 days after recording of the Notice of Completion

SUMMARY:

The City Council (Council), at its June 5, 2024 meeting, awarded a contract to DL Batty, Inc. for the Removal and Replacement of Fleet Rollup Doors in the amount of $162,191.80, and made a finding of a Class 1 CEQA Categorical Exemption (Existing Facilities).

The Contractor has completed the project in accordance with the plans and specifications, as modified by two approved Change Orders.

DISCUSSION:

The Fleet Services Division operated with multiple roll-up doors that were original to the construction of the building. Due to their age, the doors had become worn and required frequent repairs. Recognizing the critical need to address the issue, staff recommend and Council approved an appropriation of $165,000 in the FY 2023/24 budget to replace all the original doors. A contract was awarded to DL Batty Inc. to complete the work at the June 5, 2025 Council meeting.

Two Change Orders were issued during the course of the construction. The first modified the height of the transmission room door (cost: $4,833) while the second authorized the shortening

the rollup door track (cost: $1,236). Both change orders were approved at the March 5, 2025 Council meeting through Resolution No. 25-44.

A final project inspection was recently conducted by the Fleet Services Division. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded. The Notice of Completion is provided in Attachment 1.

The final payment for the change orders and the retention amount of five percent iwill be processed once Council approves the Notice of Completion.

FINANCIAL IMPACT:

There is no fiscal impact as the funds were appropriated at the June 5, 2024 Council meeting and the change orders approved at the March 5, 2025 Council meeting.

ALTERNATIVES:

As an alternative, Council may elect to reject the Notice of Completion. Rejection would result in staff's inability to release retention funds and closing out the project.

ATTACHMENTS:

1. Notice of Completion
2. Project Photos

Attachment 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 **Public Improvements**
   (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**
N/A	

6. A work of improvement on the property hereinafter described was completed on 3/25/20258
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".)

   D L Batty Inc.
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:

   Fleet services shop located at the Public Works yard (1030 S. Gateway Dr. Madera, CA 93637)
10. The street address of said property is **1030 S. Gateway Dr.**
    (If no street address has been officially assigned, insert "none".)

City of Madera
(Signature of Owner named in Paragraph 2)

Dated

State of California
County of Madera

Michael Lima, being duly sworn says: He is the Director of Financial Services 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)

_____
Michael Lima
Director of Financial Services

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2025 by Michael Lima, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

Attachment 2

Project Photos

MOHAWK
MOHAWK

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: **B-10**

SUBJECT:

Budget Amendment for Community Facilities District Budgets

RECOMMENDATION:

Adopt Budget Amendment Increasing the Budgets for Community Facilities District 2005-1 ($1,000) and Community Facilities District 2006-1 ($500)

SUMMARY:

As part of the Fiscal Year 2024/2025 Adopted Budget, budgets were established for the Community Facilities District 2005-1 Fund (CFD 2005-1) and the Community Facilities District 2006-1 Fund (CFD 2006-1). Included in both budgets were appropriations for payments to the City's Community Facilities District contractor for administration services. Actual expenses from the consultant have ended up being slightly higher than the Adopted appropriation amounts for CFD 2005-1 and CFD 2006-1. Thus, a budget amendment is needed to increase appropriations to pay any other bills that may be incurred by CDF 2005-1 and CFD 2006-1 before fiscal year end.

DISCUSSION:

Council adopted the Fiscal Year 2024/25 Budget at its August 21, 2024 meeting. Included in the Adopted Budget were appropriations for CFD 2005-1 and CFD 2006-1. Among the items budgeted in CFD 2005-1 and CFD 2006-1 were $8,100 and $4,200 respectively for the payment of contracted services. The City uses a contractor for both CFD 2005-1 and CFD 2006-1 to update parcel information within the districts and provide required reports on the districts to regulatory agencies.

As part of the ongoing monitoring of fund budgets, Finance staff noted that actual contracted services expenses in both CFD 2005-1 and CFD 2006-1 are slightly higher than budgeted levels. Specifically, contracted services are $425 over appropriation levels in CFD 2005-1 and $244 over appropriation levels in CFD 2006-1. While there are currently adequate appropriations to cover

these overages, Finance staff believe that anticipated bills will exhaust appropriations in those funds before the end of the fiscal year (June 30, 2025).

To address this budgetary shortfall, staff is recommending that Council adopt a budget amendment increasing the CFD 2005-1 budget by $1,000 and the CFD 2006-1 budget by $500. Staff believes these amounts will be sufficient to cover both the overage in contracted services costs and any other costs anticipated to be charged to these two funds by the end of the fiscal year. CFD 2005-1 and CFD 2006-1 are projected to have interest earnings higher than budgeted amounts. These excess interest earnings are recommended as the funding source for the requested appropriations.

FINANCIAL IMPACT:

The recommended action will increase the CFD 2005-1 budget by $1,000 and the CFD 2006-1 budget by $500. The additional appropriations will be funded by interest earnings generated by each fund. No General Fund monies are proposed for this appropriation increase.

ALTERNATIVES:

As an alternative, Council may elect to reject the budget amendment. If Council makes this choice, there will not be enough appropriations in both the CFD 2005-1 and CFD 2006-1 Funds to pay expenses between now and the end of the fiscal year.

ATTACHMENTS:

1. Resolution
    A. Budget Amendment

RESOLUTION NO. 25-_____

RESOLUTION AMENDING THE FISCAL YEAR 2024/2025 ADOPTED BUDGET FOR THE COMMUNITY FACILITIES DISTRICT 2005-1 FUND AND THE COMMUNITY FACILITIES DISTRICT 2006-1 FUND BY $1,000 AND $500, RESPECTIVELY

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

WHEREAS, included in the Adopted Budget were appropriations for contracted services associated with the Community Facilities District 2005-1 (CFD 2005-1) and Community Facilities District 2006-1 (CFD 2006-1) Funds; and

WHEREAS, actual contracted services expenses for the CFD 2005-1 Fund and the CFD 2006-1 Fund are slightly higher than appropriation levels; and

WHEREAS, additional appropriations are needed in the CFD 2005-1 and CFD 2006-1 Funds to pay expenses between now and the end of the fiscal year; and

WHEREAS, there are excess interest earnings in both the CFD 2005-1 Fund and the CFD 2006-1 Fund to fund the requested appropriations.

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 budget amendment shown in Exhibit A is approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A
CITY OF MADERA
Budget Appropriations: Res. 25-

FUND	ORG	OBJECT	DESCRIPTION	(+)	(-)
CFD 2005-1	48000000	4162	Interest Income		$1,000
CFD 2005-1	48000000	6440	Contracted Services	$1,000	
			Total	**$1,000**	**$1,000**
CFD 2006-1	48010000	4162	Interest Income		$500
CFD 2006-1	48010000	6440	Contracted Services	$500	
			Total	**$500**	**$500**

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-11

SUBJECT:

Fee Study/Cost Allocation Plan Professional Services Contract

RECOMMENDATION:

Award a Three-Year Contract with Two (2) One-Year Extensions to ClearSource Financial for Fee Study and Cost Allocation Plan Preparation/Development Services

SUMMARY:

Regular updates of the City's fees and annual preparation of a cost allocation plan are key to good financial management of the City. As the City has not addressed either of these items in several years and does not have the expertise in-house to perform these updates, the decision was made to issue a Request for Proposal (RFP) to solicit bids from companies to perform both of these functions. The RFP was issued on November 13, 2024. Five proposals were received. A committee of City staff from several departments evaluated the proposals and interviewed three of the top proposers. After evaluating the responses and information gained from the interviews, staff is recommending award of a three-year contract with two (2) one-year extensions to ClearSource Financial. The cost over the three-year base term of the contract is $119,920.

DISCUSSION:

The City charges a number of fees for services that it provides those who do business with the City. These fees include permit fees, Parks facilities rental fees, and police report fees. The amounts charged through the fees are intended to capture the costs of providing the service or product. Having an up-to-date fee schedule minimizes the amount of other financial support needed to fund operations in the departments that are charging the fees.

In addition to maintaining the fee schedule, it is also important for the City's finances to have a cost allocation plan prepared each fiscal year. As its name implies, the cost allocation plan is used to allocate costs from central service providing departments in the General Fund (e.g., City

Manager, City Clerk, City Attorney, Human Resources, and Finance) to other City departments. Having a cost allocation plan is necessary in order to claim overhead costs for Federal and some State of California grants. In other words, there are costs that are otherwise absorbed by the City which can be billed to grants if the City has a cost allocation plan.

The City has not updated its Fee Schedule since Fiscal Year 2018/19 and has not prepared a cost allocation plan since at least that fiscal year. As a result of the long hiatus since either of these documents were updated/prepared, there is not the staff expertise to prepare them using in-house resources. Consequently, the decision was made to issue a RFP to obtain a professional services contract with a consultant to prepare an update to the City's fee schedule and a cost allocation plan.

The RFP for fee study and cost allocation plan services was issued on November 13, 2024. There were five respondents to the RFP. A committee of five City staff (three from Finance, one from Parks, and one from Police) was created to evaluate the responses to the RFP. The committee also considered information provided by the respondents' references and held interviews with the top three proposers. After assessing all the information received from the respondents, the committee recommended that a contract be awarded to ClearSource Financial for fee study and cost allocation plan preparation/development services. The committee was impressed with ClearSource Financial's experience in preparing fee studies and cost allocation plans for cities of similar size to Madera, their commitment to minimizing the amount of City staff time in preparing these documents, and the cost of their proposal.

It must be noted that ClearSource Financial was not the lowest price respondent. The three-year base term prices for each respondent are listed below:

Table 1: *Prices Quoted by Respondents*

Respondent	Cost
Wildan Financial Services	$69,815
ClearSource Financial	$119,920
Matrix Consulting	$132,450
MTG Impact Solutions	$138,189
Govt. Consulting Partners	$140,000

There is a noticeable difference between the price quoted by Wildan and the rest of prices quoted by the other four respondents. As part of the process, the committee confirmed whether the City was receiving the best value and level of service, including ensuring the proposals reflected an "apples to apples" comparison of the work actually provided. As part of the reference checks, each of Wildan's references indicated that their staff contributed about 50% of the effort toward completing the fee study and/or cost allocation plan that Wildan was hired to prepare. This percentage was in contrast to the response from the other respondents.

ClearSource Financial, for instance, projected that City staff involvement would be between 17% and 34% of the project's time. The demands on City staff were also implied in the hours proposed by each respondent. Wildan proposed 189.5 hours of their staff time for the first year of the engagement. None of the other respondents proposed less than 256 hours of their staff time for the project's first year. In other words, although Wildan's cost estimate was 42% less than the next lowest proposer, as a practical matter using their services would require an average of 49% more staff time as compared to ClearSource. After assessing Wildan's proposal and responses during the interview, the committee concluded that Wildan's proposal would be more appropriate for a situation where there were more staff resources and expertise available to supplement the preparation of the study. However, the City simply doesn't have such staff resources available at this time, which could result in either delays or price increases. As a result, the committee unanimously recommended ClearSource Financial.

The contract's work plan calls for a cost allocation plan to be prepared during each year of the contract. The work plan also calls for Planning, Engineering, Building, and development-related fees assessed by Fire to be addressed in year one of the contract. The fees to be evaluated in year one will not include Development Impact Fees. Year two of the contract will be used to address fees in Finance, Public Works, City Clerk, Parks, Police. Non-development fees charged by Fire will also be addressed in year two. Any fee adjustment recommendations calculated by ClearSource Financial will be brought before Council for approval before implementation.

FINANCIAL IMPACT:

The cost of the three-year contract with ClearSource Financial is $119,920. The first year of the three-year term will cost $49,920. An amount sufficient to cover this cost has been included in the Finance Department's Fiscal Year 2024/2025 budget. Amounts for subsequent contract years will be included in the future fiscal years' budgets.

ALTERNATIVES:

Council may elect to reject all bids. If Council makes this choice, staff will go out to bid again for these services. While the RFP is being rebid, the City will not have an update to its fee structure nor have a current cost allocation plan.

Council may choose not to award to ClearSource Financial and instead award to one of the other respondents. If Council makes this choice, the City may (depending on who is selected) pay an amount above what ClearSource Financial has bid, and/or work with a firm that requires more staff time than to complete both tasks than what ClearSource Financial has indicated they will require.

ATTACHMENTS:

1. Resolution
    A. Contract

Attachment 1

RESOLUTION NO. 25-_____

RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH TWO ONE-YEAR EXTENSIONS BETWEEN THE CITY OF MADERA AND CLEARSOURCE FINANCIAL FOR FEE STUDY AND COST ALLOCATION PLAN CALCULATION/PREPARATION SERVICES

WHEREAS, the City has not updated its fee structure nor prepared a cost allocation plan in several fiscal years: and

WHEREAS, there is not the expertise to address the fee structure and the cost allocation plan with internal staff resources; and

WHEREAS, the City issued a Request for Proposal on November 13, 2024 to solicit proposals from companies that prepare fee studies and cost allocation plans; and

WHEREAS, after an evaluation process by City staff, ClearSource Financial was selected as the most responsive and responsible bid, and

WHEREAS, funds are included in the Fiscal Year 2024/25 budget for the Finance Department to cover the first-year proposed cost of the contract .

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

1. The above recitals are true and correct.
2. The City Council awards an agreement to ClearSource Financial for fee study and cost allocation plan calculation/preparation services, in a base amount of $119,920 for the first three years, and an additional $25,312 (year four) and $24,6448 (year five) at the option of the City, and finds that it is in the best interest of the City. Said agreement shall be consistent with the material terms attached hereto as Exhibit A, and the City Manager is authorized to prepare an agreement enter into the same subject to approval as to legal form by the City Attorney.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

CITY OF MADERA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____ , 2025, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND ClearSource Financial Consulting, hereinafter called "Consultant".

RECITALS

A. City desires to obtain a Comprehensive Fee Study and Cost Allocation Plan Services and issued a Request for Proposals 202425-21 for said Services.

B. Consultant is a firm specializing in said Services with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Consultant to provide said Services, as detailed further herein.

D. City desires to retain Consultant, and Consultant desires to provide City with said Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect for three (3) year(s) unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if mutually agreed to at least 90 days in advance of expiration, for a period not to exceed two (2) additional one-year extensions.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of

those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost schedule proposal. Interim billing shall cover a period of not less than a calendar month. The final ten percent (10%) of the Total All-Inclusive Price will be paid upon delivery of the firm's final reports.

(e) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions,

opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit C** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit C**.

13.1. Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

13.2. Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

13.3. Vendor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

13.4. This Section 6 shall survive expiration or termination of this Agreement.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

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

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

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings

prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "D"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

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

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

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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

CITY:	CONSULTANT:
City of Madera Attn: Arnoldo Rodriguez 205 W. 4th Street Madera, CA 93637 Phone: 559-661-5400 Email: arodriguez@madera.gov	ClearSource Financial Consulting Attn: Terry Madsen 7960 B Soquel Drive, Suite 363 Aptos, CA 95003 Phone: 831-288-0608 Email: tmadsen@clearsourcefincial.com

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

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

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

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

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

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in

such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

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

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

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

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

[**SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF MADERA a municipal corporation	**CONSULTANT**
By: _____ Arnoldo Rodriguez, City Manager	By: _____ Taxpayer ID: _____
Date: _____	Date: _____
ATTEST:	
By: _____ Alicia Gonzales, City Clerk	Date: _____
APPROVED AS TO FORM	
By: _____ Shannon L. Chaffin, City Attorney	Date: _____

Exhibits:

- Exhibit A - Scope of Work
- Exhibit B - Schedule of Compensation
- Exhibit C - Conflict of Interest Disclosure Form
- Exhibit D - Insurance Requirements

SECTION B
SUMMARY

CITY OF MADERA PROJECT

The City of Madera is engaging a consultant to provide a **Comprehensive Fee Study and Cost Allocation Plan Services over a three- to five-year period beginning in Fiscal Year 2025-2026**. This type of project is focused on the ethic of "the costs to serve" as the essential justification for fees and other specific forms of cost recovery in California to be enacted through action by the local governing body. Broadly speaking, the cost of service-based fee study answers:

- What are the costs of indirect services supporting direct service provision to the community which may be reasonably recovered across various available mechanisms, including fees and other charges/direct billing? (This is the chief purpose of the Cost Allocation Plan element of services.)
- What are the full costs – direct and indirect – of outward-facing services provided to the community, which currently have or may be eligible for a user or regulatory fee? (This begins the series of steps within the Comprehensive Fee Study element.)
- What are the cost recovery targets or policies of the agency as to the amounts that should be paid for those who request or cause these services under review?
- What structure of fee ensures a reasonable relationship between a fee amount paid and the underlying costs to serve?
- What is the impact to the source funds of changes to user/regulatory fees?

Within a three- or five-year contract, the City intends to complete the following services:

- **Year 1:** Cost Allocation Plan and Comprehensive Fee Study to include only Community Development (Planning, Engineering, Building) and development-related Fire fees
- **Year 2:** Cost Allocation Plan update and Fee Study to include only Finance, Public Works, City Clerk, Parks, Police, and non-development Fire fees
- **Year 3:** Cost Allocation Plan update and Citywide Consolidated Fee Schedule update
- **Optional Year 4:** Cost Allocation Plan update and Citywide Consolidated Fee Schedule update
- **Optional Year 5:** Cost Allocation Plan update and Citywide Consolidated Fee Schedule update

CLEARSOURCE TEAM

We introduce the City of Madera to **ClearSource Financial Consulting** for performance of this project. We are a Santa Cruz County, California-based boutique consulting firm intentionally sized and structured to focus on a **highly tailored, high quality study experience** for our clients. We look forward to the chance to serve the leaders, staff, and constituents of the City, beginning a long-term relationship akin to those we have similar cities across California as their valued resource.

Formed in 2011 after our previous years at competing practices in this field, ClearSource is staffed by a four-person team of only seasoned professionals with decades of combined experience in local government financial analysis. We are particularly focused on equitable forms of cost recovery within the challenges and constraints of the ever-evolving California statutory and legal environment, informed respectfully and strategically by the voter driven principles embedded in Propositions 218 and 26.

Above even our **experience and effectiveness with over 60 California municipalities** is our energy and enthusiasm: We routinely dive deep into fee structures, **willing to do the heavy lifting to implement change**, particularly in aligning the way costs are recovered with the way the work is performed, rather than sustaining out of date methods for a quick and easy revenue answer.

We will always **talk with you in a collaborative manner to address known or discovered issues**, when our industry experience shows us that many others will try to talk you out of it. We do all of this with the added bonus of acknowledging our responsibilities to the City: We **deliver our results on time, within budget**, and without change orders to complete our scope of work.

CLEARSOURCE PRINCIPLES

ClearSource follows several guiding principles as we approach this subject matter for our clients:

- Create user/regulatory fees and associated practices that are understandable, implementable, and maintainable.
- Care about the details. Documentation matters. Communication with internal and external stakeholders matters.
- Identify estimated reasonable costs of service and use this information to set a coordinated and mutually consistent system of fees, internal charges, and associated policies.
- Balance the additional effort required for ongoing administration and maintenance when attempting to achieve a greater degree of accuracy.
- Consider legality, existing systems, resource capacity, and staff and community preferences when determining the best course of action.

CLEARSOURCE SOLUTIONS

In Year 1 of a this multi-year effort, **ClearSource expects to spend over 250 hours across a 150-day timeframe** performing service for the City of Madera, preparing it for a subsequent period of public review and legislative approval, and ushering outcomes to an effective date of July 1, 2026, if not earlier depending on the City's desired commencement and effective date. Our efforts across all elements of the study will focus in the following key areas:

Development and Documentation of Critical Inputs

- Remodeled Fee Structures and Service Categories (as merited)
- Financial Foundation for the Costs of Service: revenues, personnel costs and organization, operating costs, and allocated administration/central services
- Annual Service Time
- Individual Unit Service Time
- Volume of Applications, Permits, and Service Population (as feasible)

Development and Documentation of Quantitative Analysis

- Cost Allocation Plan: full cost iteration for internal uses, such as interfund charges for service and indirect cost rates for direct billing scenarios
- Fully Burdened Hourly Rates: by division and by staffing classification
- Activity Costs of Service: by individual fee-related service, by broad service category, and/or by functional program
- Cost Recovery Policy: how much of the costs of service should be recovered by a fee?
- Regional Fee Comparison: does the market influence the City's decision-making?
- Comprehensive Fee Schedule for the 2025-26 fiscal year, including tools for annual updates
- Projected Revenue Impacts

Engagement and Approval

- Departmental Interaction: project orientation, data development, and interim review points
- Stakeholder Interaction (as necessary)
- City Council Interaction: presentation of findings and public hearing
- Project Owner Interaction: training for future upkeep of project outcomes and delivered tools

Deliverable Tools

- Reporting: draft report, summary presentation, staff report, and final report
- Tools: indirect cost allocation model, fully-burdened hourly rate models, activity costs of service models, comprehensive fee schedule, and reporting

PROJECT UNDERSTANDING

Nature of the Project

The City of Madera is engaging a consultant to provide a **Comprehensive Fee Study and Cost Allocation Plan Services over a three- to five-year period beginning in Fiscal Year 2025-2026**. This type of project is focused on the ethic of "the costs to serve" as the essential justification for fees and other specific forms of cost recovery in California to be enacted through action by the local governing body. Broadly speaking, the cost of service-based fee study answers:

- What are the costs of indirect services supporting direct service provision to the community which may be reasonably recovered across various available mechanisms, including fees and other charges/direct billing? (This is the chief purpose of the Cost Allocation Plan element of services.)
- What are the full costs – direct and indirect – of outward-facing services provided to the community, which currently have or may be eligible for a user or regulatory fee? (This begins the series of steps within the Comprehensive Fee Study element.)
- What are the cost recovery targets or policies of the agency as to the amounts that should be paid for those who request or cause these services under review?
- What structure of fee ensures a reasonable relationship between a fee amount paid and the underlying costs to serve?
- What is the impact to the source funds of changes to user/regulatory fees?

City Objectives for Study

From our experience with other similarly situated agencies seeking these services, we believe the City expects its consultant to deliver a comprehensive review of the City's cost recovery structure with the goal of establishing a consistent and objectively based fee and rate structure meeting the needs of the City and residents. The resulting fee and rate system must comply with all applicable laws and regulations and be compatible with the City's financial system and other systems, such as permit-tracking and online fee portals.

Fee-Based and Other Services Expected for Study

USER/REGULATORY FEES | ClearSource expects that the fee-related services under review in this study will focus on direct services eligible for user fee methodology, as well as identification during this study of any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees. Within the participating departments, this can encompass activities that generally may include:

- Regulatory activities, such as review, approval, and inspection of land development, construction/building, and improvements to infrastructure, and other areas of code review, compliance, and enforcement
- Permitting, such as special events and use of public facilities, infrastructure, and services
- Facility rentals and use of public spaces
- Program participation
- Operations and services of individual benefit/request or in response to individual action
- Licensing, billing, records management, and administrative service
- Hourly rates for direct-billing City staff time

(*Revenue streams excluded from this study due to differing authority, implementation and analytical methods, and approval procedures are: utility rates and other property-related fees subject to Proposition 218 proceedings, assessments, development impact fees, in-lieu fees, fees intended and codified more as "taxes," punitive fines/penalties, and general taxes.)*

The Comprehensive Fee Study is expected to cover departments across the entire City organization without exclusion, studying every user fee (or potential fee-based service) eligible for this analytical method and implementation process.

The City's multi-year approach to studying user fees has directed that the following fee categories be evaluated each year:

- **Year 1:** Comprehensive Fee Study to include only Community Development (Planning, Engineering, Building) and development-related Fire fees
- **Year 2:** Fee Study to include only Finance, Public Works, City Clerk, Parks, Police, and non-development Fire fees
- **Year 3:** Citywide Consolidated Fee Schedule update
- **Optional Year 4:** Citywide Consolidated Fee Schedule update
- **Optional Year 5:** Citywide Consolidated Fee Schedule update

INDIRECT COSTS | While cost recovery for the above listed direct services are the focus of the Comprehensive Fee Study, the Cost Allocation Plan focuses on cost recovery for the "indirect" services of the agency. Indirect services represent City budget units commonly found in (but not necessarily exclusive to) the General Fund that might include, as allowed:

- Legislative and general governmental activities
- Organization-wide management and administration
- Central services outside of internal service funds

Allocation of these services yields cost recovery mechanisms such as administrative charges or interfund transfers on eligible non-General funds, indirect cost rates applicable to direct billing, and a layer of cost recovery in the Comprehensive Fee Study.

The City's multi-year approach to this effort has directed that the Cost Allocation Plan be developed in Year 1 and updated annually thereafter.

General Approach to Study

The following fundamental components are embedded in the ClearSource approach to a cost allocation and user fee study for California municipalities:

- Adherence to the state's legal boundaries: **Article XIIIC of the California Constitution**, Proposition 218, and Proposition 26, which direct fees be set according to the estimated reasonable cost of service and bear a fair and reasonable relationship to the payer's burdens on or benefits received from agency service.
- Development of a dynamic indirect cost allocation model, capable of iterations based on cost recovery venue: either **a "full cost plan" .for application in locally-controlled revenues versus a more constrained "federal" plan (OMB 2 CFR Part 200)**.
- Development of a functionally layered **"full cost of service"** to represent the maximum limit for fees and cost recovery, inclusive of direct and indirect costs of service from participating agency divisions and centralized services.
- Valuation of agency time in providing direct services, serving as the basis for fee structures or for direct billing.
- Development of **cost recovery policy and practices**, which optimize the agency's array of funding sources considering public and private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints.
- Remodeling of fee structures where cost profiles, agency operations, or predetermined objectives necessitate change for improved recovery or more efficient or accurate collections.
- Full support and flexibility to complete the administrative record and pursue successful adoption/implementation of fee proposals.
- Identification of interfund charges for service important to budget development and indirect cost rates useful in ongoing program/project cost accounting.
- Reflection of **local values**, including internal perspectives and practices and existing legislative policy or common direction.
- **Adherence to committed schedule** as a critical factor in supporting City priorities and fostering broad satisfaction with the project.
- **No limit on number and format of events** needed to bring the project within this identified Scope of Services to successful completion.
- Delivery of **tools designed to be used actively** and essential to the City's ongoing successful

update and maintenance of user fee and indirect cost outcomes.

Validation Process

Many communities specifically ask to understand the validation process for ensuring information is accurate. In user/regulatory fees, for which the phrase "estimated reasonable" is expected in their cost of service justification, three fundamental principles apply:

- Costs are linked to adopted budgets or actual financial reporting. These are the costs of Madera. Respected policy is made intrinsically through these reports.
- Any critical data that must be developed, such as staff time estimates, is processed against activity volumes to compare to actual organizational capacity. Anything based on an estimate that drives an outcome not in line with actual capability will be readily apparent and flagged by ClearSource for reconsideration.
- While the industry does not inform fee outcomes at Madera, the industry helps us identify outliers for explanation, investigation, or reconsideration.

CLEARSOURCE WORK PLAN: COST ALLOCATION PLAN SERVICES

ClearSource presents the following work plan to complete the scope of services envisioned by the City of Madera for the Cost Allocation Plan Services.

Task 1. Study Orientation

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will generate common understanding of objectives, known issues to be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development measures. We will assess prevailing cost allocation models, methods, and applications, including annual procedures, internal opinions, impacts, and workload balance contrasted with the requirements of the City's varying uses for overhead reimbursement. We will review readily available budgetary documents to gain a working knowledge of City structure and accounting practices. We will determine a plan for generating current indirect cost allocations for the host of uses identified by the City. This will likely include development of a new Excel-based model in alignment with current needs but may include modification of existing tools if City personnel prefer to sustain existing tools.

EVENTS: Meeting with City project management team; meeting with any applicable stakeholders

Task 2. Financial and Organizational Inputs

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will develop the necessary foundation for quantitative analysis, with focus on necessary data and documentation of assumptions as required by the application of plan outcomes (e.g., 2 CFR 200) We will access organizational and line-item detail to support costs, allocation factors, workload metrics, and accounting structure in the cost allocation model. We will acquire and parse statistics useful as bases for distributing costs and, where necessary, develop and document alternate data sets. We will conduct targeted engagement with representatives from support services departments to influence data accessibility and relevance in the plan, such as labor time, work order records, inventories, and other volumetric or organizational tools.

EVENTS: Meetings, as needed, with City support services personnel

Task 3. Cost Allocation Model

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:

ClearSource will generate the quantitative model in Microsoft Excel to **allocate indirect costs Citywide**. The model will be built to accommodate change in the organization: the ability to add or remove direct and indirect costs and to adapt to a range of activities, from simple to complex. The model is expected to identify: Citywide fund and accounting structure and fiscal year data for allocation outcomes, allocable indirect service centers, allocation bases and related distribution factors for indirect service centers, direct service centers, primary and secondary allocations, resulting annual cost allocations, resulting Citywide and departmental indirect cost rates, and resulting interfund transfers. The model will provide for future in-house or consultant updates by accommodating any "true-up" adjustment, utilizing annual inflators, or revising underlying assumptions for fiscal year basis and/or allocation metrics. ClearSource will generate a comparison of outcomes under the updated Cost Allocation Plan to prior year outcomes, including explanation for substantive differences.

DELIVERABLE:

Editable Microsoft Excel spreadsheet-based model

Task 4. Reporting and Deliverable Tools

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:

ClearSource will provide the formal documentation of the Cost Allocation Plan, as well as deliver the editable tools developed throughout the study for the City's ownership and future use. We will include a narrative description of the Plan, describing key data and assumptions, and impacts; summary infographics; and the complete quantitative analysis as the justification for resulting Citywide and departmental indirect cost rates and interfund transfers. In compliance with OMB 2 CFR Part 200, reporting will include a description of each allocated service, identification of the units rendering services and the units receiving services, items of expense included in allocated costs, method used to distribute costs to benefitted units, schedule showing the allocation of each service to the specific benefitting units, and organizational charts. Draft reporting issued will be revised and reissued as final upon City review and input. ClearSource will provide a training session and appropriate documentation for the City's future maintenance of the Plan.

DELIVERABLES:

Microsoft Excel-based and editable analytical model to allocate costs; comprehensive report identifying detailed cost allocations, interfund transfers, indirect cost rates for direct billing, impact on revenues in total and by fund/department/division, and comparative outcomes; training for City staff in future management of fees and deliverable models

Task 5. Review and Engagement

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:

Throughout the study and its concluding stages, ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and if needed, City Councilmembers, to ensure applicable and sustainable outcomes and wide understanding of impacts. **ClearSource does not impose limits on number of engagements** within our defined work plan and to usher study outcomes to successful implementation.

EVENTS:

Meetings with City project management team; meeting with any applicable stakeholders; meeting with City management; meeting with City Council and/or subcommittee, as necessary

CLEARSOURCE WORK PLAN: COMPREHENSIVE FEE STUDY (USER/REGULATORY FEES)

ClearSource presents the following work plan to complete the scope of services envisioned by the City of Madera for the Comprehensive Fee Study of user and regulatory fees.

This Work Plan will be executed in full for Years 1 and 2 of the three- to five-year contract, where in specific segments of the City's consolidated fee schedule will be studied. In Years 3, 4, and 5, this Work Plan will be executed in truncated form to address specific fee categories with issues requiring cost of service analysis, redesign, and/or revisiting of cost recovery targets. The predominance of work will be to manage the consolidated fee schedule with inflation-based fee adjustments and other scheduled modifications stemming from decisions in Years 1 and 2.

Task 1. Study Orientation

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development processes. Most significantly, we will examine prevailing fees for known issues and to discuss initial and potential modifications to fee structures, practices, and policies. We will assess prevailing fees and methods to understand effectiveness of current structures, including perceived cost recovery, perceived equity, alignment of fee categories with the manner in which work is performed, perceived competitiveness in the region, and feasibility or accuracy of billing within current capabilities. We will draft initial user/regulatory fee structures, where remodeling is predicted, to direct down-stream data development steps.

EVENTS: Meeting with City project management team; meeting(s) with individual direct service departments overseeing fee categories under review

Task 2. Financial and Labor Time Inputs

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will develop the necessary foundation for subsequent quantitative analysis, with focus on preparing the body of data that will inform every downstream element of the fee study. To develop financial inputs, we will gather and model financial data including: current and historical fee revenues, personnel and contractor costs and organization, adopted line-item expenditures, forecasted periodic outlays, and allocated indirect costs via new or existing plan. To develop and test labor time inputs, based on prevailing and future business processes, we will gather and develop expressions of time by utilizing any existing labor time-tracking data; conducting interviews to estimate a distribution of annual time across core functions of service; developing service time questionnaires linked to remodeled fee structures to estimate average or range of service times for fee-based services; applying industry experience to populate under-developed or unavailable time estimates; analyzing any existing data sets that inform workload/activity/use levels and project profiles; and reconciling annual time, service time estimates, and service volumes to test reasonableness of critical assumptions.

EVENTS: Meetings with individual direct service departments to develop critical inputs

DELIVERABLE: Labor time profiles for fee-based service categories with applicable reasonableness testing

Task 3. Labor Time Valuation

CLEARSOURCE PLANNED ACTIVITIES AND ClearSource will develop fully burdened hourly labor rates in each department/division participating directly in the provision of services associated with a fee under review. Rates will be

CITY SCOPE OF SERVICES: built to encompass labor costs, non-labor operating costs, departmental and/or divisional administration, Citywide central services/general administration, and periodic investments. Rates will be expressed by function of direct and indirect service within each department/division, where applicable and to enable cost recovery considerations for certain fee categories. Rates may be expressed as composite for the department/division, for the position class, and/or by individual position.

DELIVERABLE: Fully burdened hourly rates for divisions and/or position classes

Task 4. Fee Design

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will apply the outcomes from Tasks 1 and 2 – an assessment of existing fees and interaction with City staff to understanding current practices and work flow – to ensure cost of service analysis aligns with the fee structures recommended from that work, which may include elements of prevailing fees, recommendations based on prevailing business processes, system capabilities, and relevant market or industry practices applicable to City work flow. We will prepare a working model of a comprehensive fee schedule to guide subsequent analysis.

DELIVERABLE: Working model for the Consolidated Fee Schedule (service categories and fee structure)

Task 5. Cost of Service Analysis

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will prepare a cost of service model to join fully burdened hourly labor rates, time estimates associated with current work flow and business processes, and existing or any redesigned fee structures, in order to calculate the full unit cost of service associated with each fee category and layers within them. The full cost of service informs the maximum fee amount allowed under California framework for establishing user/regulatory fees by City Council action. The full cost of service at the fee or programmatic level is composed of direct labor and non-labor costs, indirect labor and non-labor costs, periodic outlays of direct or indirect benefit, departmental overhead, and Citywide overhead. Analysis will include modeling of activities with under-developed or no fee imposed but where one is warranted and practical to improve the City's cost recovery from private benefit activities.

DELIVERABLES: Activity-level/unit costs of service and current recovery performance of the full cost

Task 6. Cost Recovery and Impact Analysis

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will recommend cost recovery targets for fee-based services or work with City staff in developing cost recovery policy to inform final fee amounts, particularly where full cost recovery is deemed unfeasible. Development of cost recovery policy and practices will optimize the City's array of funding sources considering public/private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints. We will review and recommend where warranted associated fee practices, including waivers, discounts, deposit amounts, fee/deposit collection practices, and economic incentive practices.

ClearSource will develop a publishable comprehensive fee schedule for the City, useful in presenting proposals, as well as communicating fee descriptions, fee amounts, and charge bases to the public and to other City departments, who may have responsibility for maintaining Citywide schedules of fees. The comprehensive fee schedule developed can also include a tool for subsequent annual inflationary adjustments to the established fee structures between comprehensive cost of service studies. To the extent existing data systems enable it, revenue estimates from proposed fees based on historical or projected performance will be attempted, and we will compare prior fees in targeted service categories to assist in explaining impacts of

notable changes. ClearSource will prepare a comparison of fees to other municipalities in targeted service categories as needed, likely by creating profiles for an array of "typical" uses in addition to one-for-one comparisons.

DELIVERABLES: Cost recovery policy framework and accompanying proposed Consolidated Fee Schedule, including regional comparisons and revenue impacts; direction and tool for subsequent annual inflation-based management of fees between comprehensive studies

Task 7. Reporting, Administrative Record, and Deliverable Tools

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: ClearSource will prepare the administrative record for pursuing implementation of revised fees. This focuses on the draft and final reports of cost of service findings, including assumptions, critical data, and discussion of expected impacts. Analytical detail will be included, as well as executive summary and infographics useful in public presentation and legislative processes. We will deliver the editable analytical models used to develop fees, including the detailed working comprehensive fee schedule and its streamlined, user-friendly publishable version. ClearSource will also provide presentation/summary materials for communicating proposals and assistance with both the staff report and public hearing noticing. ClearSource will provide a training session and appropriate documentation for the City's future maintenance of comprehensive fee schedule.

DELIVERABLES: Citywide Consolidated Fee Schedule; Microsoft Excel-based and editable analytical models to calculate cost of service based fees; comprehensive report identifying detailed full costs of service (direct and indirect), current and recommended cost recovery, revenue impacts of recommended fees, and comparison of fees to other cities; report in digital file and any requested bound paper copies; training for City staff in future management of fees and deliverable models

Task 8. Review, Engagement, and Approval

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES: Throughout the study and at its concluding stages, ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and City Councilmembers or other City Commission(s) to ensure applicable and sustainable outcomes and wide understanding of impacts. **ClearSource does not impose limits on number of engagements** within our defined work plan and to usher study outcomes to successful implementation.

EVENTS: Meetings with City project management team; meetings with individual direct service departments with fees under review, meeting with any applicable stakeholders; meetings with City Council and/or other City commission or committee); public hearing(s)

CITY AND CONSULTANT RESOURCES

City Resources

CITY STAFF TIME | The Scope of Work described by the City in its Request for Proposals represents tasks to be performed and completed by the ClearSource team and which are delivered by the previously detailed ClearSource Work Plan. **ClearSource absolutely commits to do the heavy lifting in this project, and we do not reverse delegate to City staff.** That said, these types of projects are collaborative efforts. ClearSource identifies the following key ways in which City staff are involved in the completion of the project:

- Provide institutional knowledge and expertise and requested background documents, such as financial data, staffing information, fee schedules, and relevant policies. ClearSource asks City staff only for reports already in existence for other City purposes and readily available to share.
- Provide an overview of current fee schedules, fee collection practices, system capabilities for

managing fee amounts and structures, and data tracking systems. ClearSource accomplishes this with staff in meeting format, and does not ask staff to create responses outside efficiently schedule meeting time.

- Respond to consultant questionnaires or interviews to develop staff time profiles. Again, ClearSource achieves this in conscientiously scheduled meeting format without subsequent "homework" for participating staff.
- Attend meetings to provide direction based on consultant-generated analysis, findings, and recommendations.
- Notice public meetings.
- Prepare agenda items for proposed fees and other outcomes brought forward for legislative and public review.

The following list provides an estimate of time that may be invested by City staff during the project, depending on role:

- City's Project Manager: 20 to 40 hours, varying by degree to which this individual attends all engagement with participating departments and divisions with consultants.
- Departmental/divisional key contacts: 2 to 8 hours, varying by complexity of fees managed or indirect service provided.
- Selected direct service personnel representatives: 30 minutes to 2 hours.

The ClearSource team does not require involved City staff to possess and skillset outside of their job responsibilities with the City. **We view City staff as experts in what they do**, while we bring expertise in cost of service analysis, nexus analysis, and the fee, rate, and other cost recovery mechanisms under review in this project.

CITY INFORMATION | During this project, the City will provide ClearSource readily available documents and data sets already tracked and exportable from its existing systems. **(ClearSource will not require the City to manipulate or parse data sets from their original form; our efforts to work with data sets in the forms delivered by the City is built into our presumed labor effort and consulting fee.)**

In a typical user and regulatory fee study, the following general information will be requested of the City:

- Actual and budgeted revenue and expenditure detail by fund, organization, and object across multiple fiscal years.
- Budgeted personnel costs by fund and organization.
- To be determined during study orientation based on need and availability: specific data sets tracked which might describe activity workload, such as service volumes and time.
- To be determined during fee design based on need: documentation of any specific formalized practices and policies associated with fee application and collection.

OTHER INFORMATION | Additionally, ClearSource independently will access the City's publicly available documents, such as budget documents, annual financial reports, relevant planning documents, existing fee schedules, existing fee/cost recovery policies, organizational information, and other available material.

ClearSource will also tap external/industry data sets as needed and conduct comparative fee research relevant to the City of Madera. Finally, ClearSource will use our experience in the immediate region and with comparable communities across California to fill gaps, springboard conversations with City staff, and generally **ensure that overwhelming burdens are not placed on City personnel to accomplish a successful and meaningful study**.

Consultant Resources

Our three-person project team expects to spend over 220 hours per year during the first two years of the contract period fully delivering the City's scope of services and ushering the findings of the study to successful enactment. **Exhibit 3 on Page F-9** lists a breakdown of our team's hours by consultant position, study element, and contract year following the previously described Work Plan.

While we have emphasized the collaborative roles of ClearSource and City staff in the successful

completion of this study, we also commit to ensuring that:

- ClearSource performs all heavy data analysis for this project and does not reverse delegate to City staff.
- ClearSource works within existing data systems used by the City and does not ask City staff to create customized responses.
- ClearSource reframes and redesigns questions we ask of City staff or intended approaches to solutions in order to fit the capabilities and availability of participating departments.
- ClearSource devises engagement with City personnel to fit the needs and interests of individual participants.
- ClearSource communicates regularly with the City's designated project manager to ensure the study is progressing along the expected timeline

EXHIBIT 3 | CONSULTANT LABOR BY STUDY ELEMENT, WORK PLAN TASK, AND CONTRACT YEAR

Consultant Hours by Project Element and Task	FY25-26 (Year 1)		FY26-27 (Year 2)		FY27-28 (Year 3)		FY28-29 (Year 4)		FY29-30 (Year 5)		Total Project
	Project Mgr	Senior Cons	Project Mgr	Senior Cons	Project Mgr	Senior Cons	Project Mgr	Senior Cons	Project Mgr	Senior Cons	
Cost Allocation Plan Services											
1 | Study Orientation	1	2	1	2	1	2	1	2	1	2	15
2 | Financial & Organizational Inputs	0	16	0	6	0	6	0	12	0	6	46
3 | Cost Allocation Model	1	24	1	24	1	24	1	24	1	24	125
4 | Reporting & Deliverable Tools	1	12	1	8	1	8	1	8	1	8	49
5 | Review & Engagement	1	6	1	4	1	4	1	6	1	4	29
Subtotal Fee for Single Element	4	60	4	44	4	44	4	52	4	44	264
Comprehensive Fee Study (Scope of Study Varies by Year - Refer to Proposal Detail)											
1 | Study Orientation	4	4	4	4	1	0	1	0	1	0	19
2 | Financial & Labor Time Inputs	10	14	10	10	4	4	2	4	2	4	64
3 | Labor Time Valuation	6	8	6	8	2	2	1	2	1	2	38
4 | Fee Design	8	8	4	4	2	1	2	0	2	0	31
5 | Cost of Service Analysis	24	36	24	36	8	12	6	12	6	12	176
6 | Cost Recovery & Impact Analysis	16	20	16	16	6	4	6	4	6	4	98
7 | Reporting, Admin. Record, & Tools	6	10	6	10	2	4	2	4	2	4	50
8 | Review, Engagement, & Approval	12	6	12	6	8	4	8	2	8	2	68
Subtotal Fee for Single Element	86	106	82	94	33	31	28	28	28	28	544
GRAND TOTAL NOT TO EXCEED	90	166	86	138	37	75	32	80	32	72	808

PROJECT SCHEDULE

ClearSource forecasts to **deliver final draft reporting for the total project 150 days from commencement in Years 1 and 2 of the contract**. These reporting documents will enable final presentation, any final edits based on legislative review, and any necessary additional public procedure or stakeholder engagement thereafter along the City's timeline and legislative priorities. Timeline in subsequent years will be shorter due to reduced levels of effort expected.

Exhibit 4 illustrates a timeline for consulting task completion, delivery of reports, and subsequent approval procedures. Calendar dates can be added to this schedule depending on the City's desired commencement date.

EXHIBIT 4 | ANNUAL STUDY TIMELINE BY PROJECT ELEMENT AND YEAR

Project Element by Year	Study and Final Report Due for Approval Process					Legislative Review & Approval Process	Waiting Period until Effective
	30 Days	60 Days	90 Days	120 Days	150 Days		
FY 2025-26 (Year One)							
Cost Allocation Plan	▲ ▲		▲ ★			▲ +0-30 Days	n/a
Comprehensive Development Related User Fees	▲ ▲		▲	▲ ★	★	▲ +30-60 Days	+60 Days
FY 2026-27 (Year Two)							
Cost Allocation Plan Update	▲	▲ ★				▲ +0-30 Days	n/a
Comprehensive Non-Development User Fees	▲ ▲		▲	▲ ★	★	▲ +30-60 Days	+30 Days
FY 2027-28 (Year Three)							
Cost Allocation Plan Update	▲	▲ ★				▲ +0-30 Days	n/a
Consolidated Fee Schedule Update	▲ ▲		★ ▲ ★			▲ +30-60 Days	+60 Days
FY 2028-29 (Optional Year Four)							
Cost Allocation Plan	▲ ▲		▲ ★			▲ +0-30 Days	n/a
Consolidated Fee Schedule Update	▲ ▲		★ ▲ ★			▲ +30-60 Days	+60 Days
FY 2029-30 (Optional Year Five)							
Cost Allocation Plan Update	▲	▲ ★				▲ +0-30 Days	n/a
Consolidated Fee Schedule Update	▲ ▲		★ ▲ ★			▲ +30-60 Days	+60 Days
Sample Calendar Timing	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Data Development, Analysis, and Reporting Tasks

Timing at City's Discretion

▲ Event (Timing and purpose to be determined at commencement. No limits on number.)

★ Draft and Final Deliverable Reports, Consolidated Fee Schedule, and Other Deliverables

ATTACHMENT B
FEE SCHEDULES A THROUGH C AND PROPOSAL AUTHORIZATION FORM

FEE SCHEDULE A, BASE CONTRACT	
Service	
Year 1	$49,920

Prepare a comprehensive study with recommendations regarding any changes to the current fees for the following Departments:
▪ Community Development
  ○ City Planning
  ○ Engineering
  ○ Building
▪ Fire Department
▪ Identify potential missing fees based on professional experience and industry standards.
▪ Prepare cost allocation plan for all of the City's central service departments that aren't already an internal service fund.	

Year 2	$45,920
Review Finance, Public Works, City Clerk, Parks, Police, and Fire non-building permit fees. Prepare a comprehensive study with recommendations regarding changes to the current fees. Identify missing non-building permit fees based on professional experience for the following departments: ▪ Finance ▪ Public Works ▪ City Clerk ▪ Parks ▪ Police ▪ Fire (non-building permit fees) ▪ Update citywide cost allocation plan and provide written recommendations regarding any proposed changes.	
Year 3	$24,080
▪ Review all fees and provide written recommendations regarding any proposed changes. ▪ Update citywide cost allocation plan and provide written recommendations regarding any proposed changes.	
Fee Schedule A, Base Contract Total	$119,920

FEE SCHEDULE B, OPTIONAL EXTENDED YEARS	
Service	
Year 4	$25,312
▪ Review all fees and provide written recommendations regarding any proposed changes. ▪ Update citywide cost allocation plan	
Year 5	$24,648
▪ Review all fees and provide written recommendations regarding any proposed changes. ▪ Update citywide cost allocation plan	
Fee Schedule B, Optional Extended Year 4 Total	$145,232
Fee Schedule B, Optional Extended Year 5 Total	$169,880

FEE SCHEDULE C, PROFESSIONAL STAFF	
Title	**Hourly Rate**
Project Manager	$195 through Contract Year 1
Principal Consultant	$195 through Contract Year 1
Senior Consultant	$195 through Contract Year 1
	(See Cost Proposal for Maximum Projected Rates through Contract Year 5)

PROPOSAL AUTHORIZATION FORM

Pricing provided shall include any and all labor; materials, supplies, and equipment; supervision; travel and expenses; licensing and insurance, to provide the services described in this RFP solicitation.

Proposals shall be valid for a minimum of 180 days following submission.

Date	1/24/2025
Company Name	ClearSource Financial Consulting
Taxpayer ID Number	45-3724134
Street Address	7960 B Soquel Drive, Suite 363
City / State / ZIP	Aptos, CA 95003
Phone Number	(831) 288-0608
Person Preparing Proposal	Terry Madsen
Title	President
Email Address	tmadsen@clearsourcefinancial.com
Signature of Person Preparing Proposal	Terry Madsen Digitally signed by Terry Madsen DN: O=ClearSource Financial Consulting, CN=Terry Madsen, E=tmadsen@clearsourcefinancial.com Reason: I am approving this document Location: Aptos, CA Date: 2025.01.23 09:35:25-08'00' Foxit PDF Editor Version: 12.0.1

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

_____
Signature

_____
(name)

_____
(address)

_____
(city state zip)

EXHIBIT D

INSURANCE REQUIREMENTS

A. Insurance Requirements

Consultant shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

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

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

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

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

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

Self-insured Retentions

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

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

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

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-12

SUBJECT:

Appointment to the Civil Service Commission for District 6

RECOMMENDATION:

Adopt a resolution approving the appointment of Mattie Mendez to the Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution and require four affirmative votes for approval.

At the March 19, 2025, meeting, the City Council considered item B-10 regarding two appointments to the Civil Service Commission, one of which was for District 6. The appointment for District 6 was continued to the April 2, 2025, meeting. At the April 2, 2025, meeting, no appointment was approved for the District 6 Civil Service Commission position. At the conclusion of the item discussion, Mayor Gallegos requested Councilmembers have interested citizens submit applications to the City Clerk for consideration of appointment to the Civil Service Commission for District 6. Mayor Gallegos has considered applications submitted and has appointed Mattie Mendez to the Civil Service Commission for the District 6 Commissioner position. The appointment of Ms. Mendez is subject to approval by resolution of the City Council and requires four (4) affirmative votes to pass.

DISCUSSION:

The Commission is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including

employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a seven (7) member body. Nominations of individuals to serve as Commissioners may be made by each member of the City Council. The Mayor then makes appointments from those nominated. The Mayor also can make a direct appointment if no nomination is provided within a reasonable time. The Mayor's appointments must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the Council. This nomination –> appointment –> approval process was developed to comply with Government Code Section 40605, which in summary provides that in a general law City where the office of Mayor is elected at-large, the Mayor, with approval of the City Council, shall make all appointments to boards, commissions, and committees.

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text. The District 6 position has been vacant since the resignation of Muhammad Latif in April 2023. Mayor Gallegos appointed applicant John Jasper, whose application to serve was on-file with the City Clerk's office, due to the ongoing vacancy for this position. At its March 19, 2025, meeting, the City Council voted 3-2 to continue the District 6 appointment on the published agenda as item B-10 to its April 2, 2025, meeting. At the April 2, 2025, meeting, Mr. Jasper's appointment was not approved. Mayor Gallegos then requested the City Council encourage interested citizens to submit applications to the City Clerk's office to serve on the Civil Service Commission by April 16, 2025. Mayor Gallegos considered applications submitted and has appointed Mattie Mendez to serve as the District 6 Civil Service Commissioner. The action contemplated with this report is to approve the appointment of Ms. Mendez. The Municipal Code provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

Table 1. Civil Service Commission Appointments

Commissioner	*Nominating Councilmember*	*City Council District*
Dennis Smith	Mayor Gallegos	At-large Mayor
Nick Salinas	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
Vacant	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Shawn Griffin	Councilwoman Evans	District 4
Gloria Toscano	Councilwoman Mejia	District 5
Mattie Mendez	Councilmember Villegas (appointment by Mayor Gallegos due to ongoing vacancy)	District 6

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council members may submit additional nominations to the Mayor for consideration of appointment. Alternatively, Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Mattie Mendez

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF MATTIE MENDEZ TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

WHEREAS, the City of Madera has established a Civil Service Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, due to an ongoing vacancy in representation for City Council District 6, Mayor Gallegos has appointed Mattie Mendez to the Commission for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mattie Mendez desires to serve on the Commission.

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. Mattie Mendez's appointment to the Civil Service Commission for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Mattie Mendez

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☐ Beautification Committee
- ☑ Civil Service Commission
- ☐ CDBG Block Grant Commission
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☐ Transit Advisory Board
- ☐ Other: _____

Please type or print in ink.

Mendez	Mattie	A
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
[redacted]		
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 3 Months 4	Yes ____ No X	Yes X No ____

Educational background:

BS Degree in Child Development Practioner Option - Fresno State

AS Degree - Reedley College

Please list any organizations of which you are a member and any offices you have held in those organizations:

Executive Director of Community Action Partnership of Madera County since 8/2/2011

Madera Rotary - Madera Relay for Life

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

Madera Workforce Investment Corporation - prior vice chair - more than 8 years

Madera County Local Planning Council - prior chair - served for 5 years

National Community Action Partnership - elected Treasurer in 2023

Region 8 Head Start Association - since 2020

I am interested in serving for the following reasons:

I am interested in serving as the District 6 CSC representative for Councilmember Villegas. I feel with my experience of supporting over 300 employees has provided the foundation to learn and support the CSC. I realize that I reside in District 2 but I would like to support District 6 in my professional capacity as I have provided services within the City of Madera since the late 1980's. I am available to respond to any questior

References (optional):

Jay Varney, CAO Madera County

Dr. Julie Okane - Former Madera Unified School District

Gino Chairamonte - City of Madera, Chief of Police

Russ Ryan, Attorney - Fresno

4/16/25

Date

Mattie Mendez

Digitally signed by Mattie Mendez
Date: 2025.04.16 14:00:57 -07'00'

Signature

Mattie Mendez 4/16/25

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-13

SUBJECT:

Appointment to the Civil Service Commission for District 2

RECOMMENDATION:

Adopt a resolution approving the appointment of Stephani Perez to the Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution and require four affirmative votes for approval. At this time, Mayor Pro Tem Rodriguez has nominated Stephani Perez to serve on the Commission representing District 2 and Mayor Gallegos has appointed Ms. Perez. The requested action is to confirm the appointment of Ms. Perez to the Commission.

DISCUSSION:

The Commission is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a seven (7) member body. Nominations of individuals to serve as Commissioners may be made by each member of the City Council. The Mayor then makes appointments from those nominated. The Mayor also can make a direct appointment if no nomination is provided within a reasonable time. The Mayor's appointments must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the Council. This nomination –> appointment –> approval process was developed to comply with Government Code Section 40605, which in summary provides that

in a general law City where the office of Mayor is elected at-large, the Mayor, with approval of the City Council, shall make all appointments to boards, commissions, and committees.

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text. The District 2 position has been vacant since the resignation of Celeste Voyles in December 2025. Mayor Pro Tem Rodriguez nominated Stephani Perez to represent District 2 and Mayor Gallegos appointed Ms. Perez. The action contemplated with this report is to approve the appointment of Ms. Perez. The Municipal Code provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

Table 1. Civil Service Commission Appointments

Commissioner	*Nominating Councilmember*	*City Council District*
Dennis Smith	Mayor Gallegos	At-large Mayor
Nick Salinas	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
Stephani Perez	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Shawn Griffin	Councilwoman Evans	District 4
Gloria Toscano	Councilwoman Mejia	District 5
Mattie Mendez (appointment pending approval)	Councilmember Villegas (appointment by Mayor Gallegos due to ongoing vacancy)	District 6

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council members may submit additional nominations to the Mayor for consideration of appointment. Alternatively, Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Stephani Perez

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF STEPHANI PEREZ TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

WHEREAS, the City of Madera has established a Civil Service Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Pro Tem Rodriguez has nominated Stephani Perez to serve on the Commission and Mayor Gallegos has appointed Ms. Perez for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Stephani Perez desires to serve on the Commission.

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. Stephani Perez's appointment to the Civil Service Commission for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Stephani Perez

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council	_____ Airport Advisory Commission
_____ Beautification Committee	__X__ Civil Service Commission
_____ CDBG Block Grant Commission	_____ Loan Review Committee
_____ Planning Commission	_____ Transit Advisory Board
_____ Other: _____	

Please type or print in ink.

Perez	Stephani	R
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
[redacted]		
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 31 Months _____	Yes _____ No X	Yes X No _____

Educational background:
High School diploma

Please list any organizations of which you are a member and any offices you have held in those organizations:

Madera Evening Lions: Board of Directors, 2nd Vice President, 1st Vice President

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

N/A

I am interested in serving for the following reasons:

To leverage my experience and expertise in human resources for the City of Madera. Ensuring that all matters within the Commissions jurisdiction are addressed with fairness and impartiality for all parties involved.

References (optional):

Jose Rodriguez - City Councilman

Rohi Zacharia - City Councilman

4/29/25

Date

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-14

SUBJECT:

Motorola Service Provider Agreement Renewal

RECOMMENDATION:

Adopt a Resolution authorizing and approving an amendment to the City of Madera Fiscal Year 2024/2025 Adopted Budget to appropriate General Fund balance to cover a budget shortfall related to the renewal of an agreement with Motorola Solutions, Inc. for the upgrade and maintenance of Police Department communication equipment

SUMMARY:

On March 20, 2024, the City entered into a contractual agreement with Motorola Solutions to provide continuous, 24/7 on-site technical support for critical communication infrastructure. The agreement remained in effect until its expiration on October 31, 2024. Although a renewal agreement has not yet been executed by either party, services have continued without interruption. However, any further delay in finalizing the renewal may present challenges for the City, particularly in maintaining the effectiveness and reliability of critical technology systems.

During the budget development process for the current fiscal year, the anticipated cost of renewing this agreement was inadvertently underestimated. As a result, the allocated funds are insufficient to cover the full cost of the renewed agreement. City staff is therefore requesting a budget amendment to authorize the additional funds required to support the full cost of the renewal. This will ensure continuity of critical technical services without disruption and maintain the integrity of the City's communication systems.

DISCUSSION:

The Police Department utilizes specialty 911 dispatch and communications equipment to efficiently operate the department's communication center. The infrastructure involves various complex components that require routine maintenance and support. A few critical components

of infrastructure include radio and 911 call handling servers, dispatch radio and 911 consoles, and various radio antennas found across the city.

To maintain its communication infrastructure, the City is required to enter into an agreement directly with Motorola that includes system upgrades and an annual service agreement. The upgrade and annual service agreement bolster the City's emergency communication capabilities, ensuring staff have the tools to respond efficiently in critical situations.

Traditionally, the agreement components such as the system upgrade, the City's annual service agreement, and the Verint usage agreement—would be managed under separate contracts, as each represents a distinct and specialized service. However, to streamline administrative processes and improve efficiency, Motorola has consolidated these components into a single agreement. All three services share consistent contract language, allowing for their integration without compromising the integrity or clarity of the terms. This consolidation simplifies contract management for the City and facilitates a more efficient review and approval process.

Implementation and System Upgrade

Initially, staff understood that the system upgrade would occur—and therefore require payment—on a biennial basis. This understanding was based on previous communications and the observed implementation schedule of the upgrades.

However, following a recent transition in Motorola account representatives, staff received updated information clarifying the actual structure of the upgrade agreement. While the physical implementation of the upgrade does occur every other year, the cost associated with the upgrade is spread evenly across both years. In effect, the City is enrolled in a two-year payment plan for a single upgrade that is delivered biennially. This clarification has necessitated a reassessment of the budgeted amount to ensure adequate funding for the annual payment obligations associated with the upgrade cycle.

Annual Service and Maintenance

The service agreement with Motorola is structured to be renewed on an annual basis. It provides comprehensive support, including remote technical assistance, hardware repair and replacement, on-site technical support, and preventative maintenance services. To facilitate efficient issue resolution, Motorola offers an online ticketing system that enables City staff to quickly report concerns. This system streamlines the process by providing prompt remote support or dispatching qualified personnel for on-site repairs when necessary.

Verint

Verint serves as the City's communication infrastructure call logging system. It is a critical component that captures and archives all dispatch communications with the public, as well as internal radio transmissions between staff. This functionality ensures accurate recordkeeping, supports incident review, and enhances operational accountability.

In addition to the service and maintenance contract, Verint also includes an upgrade component. Similar to the Annual Service Agreement, staff did not allocate funds for this upgrade on an annual basis, which has contributed to the current budget shortfall. The associated increase in cost is outlined in Table 1, which reflects the financial impact of the unbudgeted upgrade component.

Given that Verint is a relatively low-cost service and falls well within the City Manager's delegated approval authority, staff determined that incorporating it into the broader agreement with Motorola would be both practical and efficient. Including Verint in the consolidated agreement ensures continuity of service, reduces administrative burden, and promotes streamlined contract management.

FINANCIAL IMPACT:

At the time the agreement was originally established, Council authorized the City Manager to approve annual renewals for a period of three years, provided the cost increases remained within a specified threshold. As such, no Council action is required with respect to the renewal of the annual service agreement. However, as previously noted, staff was provided with inaccurate or incomplete information regarding the upgrade component of the agreement. The requested action addresses the budget shortfall and ensures adequate funding for all three components of the Motorola service agreement.

Table 1 presents a detailed comparison of the budgeted costs versus actual cost, highlighting the variance between the two figures.

Table 1: *Breakdown of Motorola Agreement*

Item	*Budgeted*	*Updated Costs*
Annual Service Agreement	$50,000	$35,009.11
System Upgrade/Implementation	$0	$33,357.12
Verint Support	$5,000	$6,666.67
Verint Upgrade	$0	$5,000
Total	**$55,000**	**$80,032.90**
Requested Budget Amendment		**$25,032.90**

Some of the overages in the Annual Service Agreement component will help offset under-budgeting in other areas. However, there remains an overall shortfall of $25,032.90. Staff is requesting that Council authorize the use of General Fund balance to cover this deficit.

ALTERNATIVES:

The Council may refuse to authorize the budget amendment to cover the budget shortfall. However, not fulfilling the contractual requirements with Motorola, the City would be in dire condition as critical communication tools would be susceptible to failure and security concerns.

Alternatively, Council may direct staff to identify alternative funds to cover the budget shortfall. Furthermore, Council may request staff return with additional information regarding service coverage or any other component of the agreement.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Budget Amendment
2. Motorola Agreement Renewal Quote

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 ADOPTED BUDGET TO APPROPRIATE GENERAL FUND FUND BALANCE TO COVER A BUDGET SHORTFALL RELATED TO THE RENEWAL OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE UPGRADE AND MAINTENANCE OF POLICE DEPARTMENT COMMUNICATION EQUIPMENT

WHEREAS, on March 20, 2024, the City Council authorized the City to enter into an agreement with Motorola Solutions, Inc. (Motorola) for the upgrade and maintenance of Police Department communication equipment; and

WHEREAS, the City did not adequately budget for contract renewal cost for the 2024/2025 Fiscal Year; and

WHEREAS, the remaining $25,032.90 of the renewal cost was not included in the City of Madera Fiscal Year 2024/2025 Budget; and

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

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

1. The above recitals are true and correct.

2. Funds shall be appropriated in the Fiscal Year 2024/25 operating budget in the amount of $25,032.90 from available General Fund fund balance in the General Fund contracted services and software accounts to fund the execution of the agreement renewal.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2024/25 BUDGET APPROPRIATION
FOR A MOTOROLA SERVICE AGREEMENT

FUND	ORG CODE	OBJECT CODE	PROJECT	DESCRIPTION	(+)	(-)
PD GRANTS						
1020	10202000	4900		Budgetary Carryover	25,033	
1020	10202000	6440		Contracted Services		25,033
				TOTALS	**25,033**	**25,033**

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier: R04-JUL-24 00:40:47

Date:07/03/2024

Company Name:	MADERA, CITY OF
Attn:	
Billing Address:	205 W FOURTH ST
City, State, Zip:	MADERA , CA, 93638
Customer Contact:	Sarah Sarquiz
Phone:	+1.559.661.5400

Required P.O. :	
PO # :	
Customer # :	1000419813
Bill to Tag # :	
Contract Start Date :	01-Nov-2024
Contract End Date :	30-Jun-2025
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$35,009.11
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$18,696.45
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$14,660.67
	SVC02SVC0490A	VERINT-SUA II	$5,000.00
	SVC02SVC0446A	VERINT SUPPORT & MAINTENANCE	$6,666.67

Subtotal - Recurring Services		$80,032.90
Subtotal - One-Time Event Services		$0.00
Total		$80,032.90

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

City of Madera - Essential Plus Package Includes: Technical Support, Infrastructure Hardware Repair with Advanced Replacement, Security Update Service, Dispatch, On-site Infrastructure Response Standard, Annual Preventive Maintenance - Verint Service Agreement

(1) Master Site, (1) Dispatch and (2) RF Sites

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

MOTOROLA SOLUTIONS

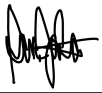
SERVICE AGREEMENT

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

Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier: R04-JUL-24 00:40:47

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

CUSTOMER (PRINT NAME)



	CSM	04-11-2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Ian Castro	916-796-7000	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	MADERA, CITY OF
Contract Number :	USC000853575
Contract Modifier :	R04-JUL-24 00:40:47
Contract Start Date :	01-Nov-2024
Contract End Date :	30-Jun-2025

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier:

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

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500 W Monroe Street
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Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier:

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is—required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier:

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier:

17.4 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.5 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.6 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.7 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.8 THIS AGREEMENT MAY BE RENEWED ON ITS ANNIVERSARY DATE UPON APPROVAL BY THE CITY COUNCIL. RENEWAL WILL BE REVIEWED AND APPROVED ON A YEAR-TO-YEAR BASIS. At the anniversary date, Motorola may adjust the price of the Services and provide written notice no less s i x t y (6 0) days prior to said price increase.

17.9 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.10 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

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500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-2704638
Contract Number: USC000853575
Contract Modifier: R04-JUL-24 00:40:47

Cybersecurity Online Terms Acknowledgement

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

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

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

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

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

Revised Sept 03, 2022

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-15

SUBJECT:

Engagement of Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson)

RECOMMENDATION:

Adopt a resolution ratifying an Agreement Waiver and Consent with Baker Donelson for limited engagement as legal counsel in support of the City's application for disaster relief funds for the January 2023 Winter Storms event

SUMMARY:

The City of Madera and State of California experienced significant storm events and related impacts beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023, and is commonly referred to as the January 2023 Winter Storms event.

The City of Madera declared a local emergency related to storm impacts incurred during the disaster period. Staff identified applicable projects and sought disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES). On April 10, 2025, the City received notification from FEMA that some costs were being denied reimbursement due to not complying with Federal procurement requirements. Specifically, the work was completed under a Purchase Order and there was no written contract with the firm providing work. The determination may be appealed within sixty (60) days of receipt of the notice. After researching consultants who specialize in disaster recovery claims, staff entered into an agreement with Baker Donelson to assist the City in filing a timely and complete appeal. While the agreement is within the City Manager's authority under the City's purchasing policy, the City Attorney has recommended the agreement be brought to Council for ratification as it includes a waiver of conflicts.

DISCUSSION:

During the January 2023 Winter Storms event disaster period, the City of Madera experienced significant impacts, including:

- Debris clearing in the storm system, public right-of-way, and park spaces
- Emergency protective measures
- Catastrophic failure of the Avenue 13 sewer trunk line at Granada Drive
- Multiple storm drain line failures and related asphalt and/or sidewalk failures
- Asphalt failure
- Degradation of equipment at the Wastewater Treatment Plant due to additional incoming debris
- Administrative costs associated with the above as well as with administration of the claim for damages with FEMA and CalOES

Staff identified eligible projects related to storm damage and sought disaster recovery assistance from FEMA and CalOES for these specific activities. The most expensive project was the response and repair of the Avenue 13 sewer trunk line at Granada Drive that failed due to storm surge in the sanitary sewer system. This project included bypass pumping and replacement of the collapsed trunk line. On April 10, 2025, the City was notified by FEMA that expenses related to Floyd Johnston Construction for bypass pumping after the initial 60-day response and for replacement of the collapsed trunk line were being denied due to not having a written contract in compliance with Federal procurement requirements. The work was completed under a Purchase Order, which while itemized, is a one-way document from the City to the contractor and does not necessarily contain all required language of a procurement contract under Federal requirements.

As the denied portion of the claim was the costliest portion of the claim totaling approximately $2.3 million, staff immediately researched and spoke with consultants specializing in disaster recovery claims and appeals as staff has exhausted internal resources in providing information to FEMA in support of the claims. Three firms were contacted for quotes, summarized in Table 1.

Table 1. Disaster Recovery Consulting Firms to Assist with FEMA Appeals

Firm Name	*Cost Proposal*
Berquist Recovery Consulting, LLC	▪ $300/hour not to exceed 80 hours ($24,000) ▪ 15% of any funds recovered through the appeal process ($344,672 if full recovery)
Baker Donelson	▪ Hourly rates from $235 - $615 ▪ Total not to exceed $25,000
Hagerty Consulting, Inc.	Declined to quote due to conflict; Hagerty works with the State of California on disaster claims, and the City's appeal must first be reviewed and approved by CalOES prior to FEMA.

Staff interviewed both firms that provided fee proposals and, based on both approach and fee structure, recommended engaging Baker Donelson's services. Baker Donelson will assist the City prepare a contract with Floyd Johnston Construction that complies with both CalOES and FEMA procurement requirements. This contract will be brought before Council for ratification and can be used in the future to ensure compliance during emergency purchasing situations. Baker Donelson will then represent the City through the appeal process for the denials.

Baker Donelson provided their standard engagement letter and terms and conditions for review. Staff requested and Baker Donelson agreed to the inclusion of the City's standard indemnity language and insurance requirements for consultants. Baker Donelson was also amenable to the Not to Exceed $25,000 provision. If it appears services will reach or exceed the Not to Exceed provision to complete the scope of work, Baker Donelson will notify the City. However, based on their past experience, they felt $25,000 was a reasonable number to expect in completing the proposed services.

The contract value, $25,000, is within the City Manager's authority to execute pursuant to City of Madera Municipal Code §2-4.04. Operating under this authority within the City's purchasing policy, staff sent Baker Donelson's engagement letter to both the City's Procurement Services Manager and City Attorney for review. During this review, it was identified that while execution of the agreement was within the City Manager's authority based on contract value, because it included a blanket waiver of conflicts of interest, the agreement should be ratified by the City Council. As time is of the essence in pursuing the appeal, the engagement was signed by the City Manager within his purchasing authority. At this time, it is requested that Council ratify the engagement, specifically the waiver of conflicts.

FINANCIAL IMPACT:

The initial fees incurred will be paid from the Insurance Reserve Fund, contracted legal services. If the appeal is successful, any fees paid for services may be included in the City's Category Z administrative costs for reimbursement from FEMA. If successful and reimbursed by FEMA, the Insurance Reserve Fund will be reimbursed.

ALTERNATIVES:

Council may direct staff not to pursue the appeal or may direct staff to seek additional proposals.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: Baker Donelson Engagement Letter

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RATIFYING AN AGREEMENT WAIVER AND CONSENT WITH BAKER, DONELSON, BEARMAN, CALDWELL, & BERKOWITZ, PC FOR LIMITED ENGAGEMENT AS LEGAL COUNSEL

WHEREAS, the City of Madera is seeking disaster recovery relief for damages incurred during FEMA-4683-DR-CA, also known as the January 2023 Winter Storms event; and

WHEREAS, the City is in need of expert services to assist with the appeal of certain denied portions of amounts claimed; and

WHEREAS, Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson) is a law firm with expertise in disaster recovery and government services; and

WHEREAS, an engagement letter has been prepared between the City and Baker Donelson that captures the desired scope of work and terms and conditions for the services to be provided; and

WHEREAS, the engagement letter was executed by the City Manager within the purchasing authority provided in Madera Municipal Code §2-4.04; and

WHEREAS, the engagement letter included an Agreement Waiver and Consent that included a waiver of conflicts on behalf of the City, and is therefore recommended for review and ratification by the City Council.

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 Agreement Waiver and Consent between the City of Madera and Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC, attached as Exhibit 1 and incorporated herein, is ratified.

3. This resolution is effective immediately upon adoption.

* *

Exhibit 1: Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC
Engagement Letter

BAKER DONELSON
BEARMAN, CALDWELL & BERKOWITZ, PC

ONE EASTOVER CENTER
100 VISION DRIVE, SUITE 400
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WENDY HUFF ELLARD, SHAREHOLDER
Direct Dial: 601.969.4681
E-Mail Address: wellard@bakerdonelson.com

April 18, 2025

Wendy Silva
Director of Human Resources
City of Madera, California
205 West 4th Street
Madera, CA 93637

Re: City of Madera, California
Support Related to FEMA-4683-DR-CA, January 2023 Event

Dear Ms. Silva:

We are pleased that the City of Madera, California (the "City") is considering an engagement with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (the "Firm" or "Baker Donelson") to assist with the City's claim for reimbursement funding from the Federal Emergency Management Agency ("FEMA") for costs incurred following the January 2023 severe storms throughout the State of California, including the City of Madera. It would be our pleasure to work with you on this matter and others as we may mutually agree in the future.

The purpose of this letter is to provide more information about our Disaster Recovery and Government Services practice, provide further definition regarding the requested scope of work and pricing, and, if approved by the City, confirm our engagement as counsel including certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship.

Disaster Recovery and Government Services Practice. More information about our Disaster Recovery and Government Services practice has been provided with this letter and can be found here. If you have any questions or would like more information, please don't hesitate to ask.

Limited Engagement. This engagement would be limited in scope in the following respects. The Firm would not be the City's general counsel; while there are a plethora of issues from natural disasters, the Firm would only be engaged for a few discrete tasks. Specifically, the Firm would engage to assist the City on issues regarding its claims for FEMA reimbursement of costs incurred following the January 2023 severe storms. This may include advice and counsel regarding support for federal reimbursement of the costs incurred by the City, eligibility guidance, appeals, arbitration, and regulatory support as may be specifically requested. We have not presently been engaged to perform any other services. At the conclusion of this matter, this limited scope engagement will be concluded absent our agreement to extend to other matters.

Work provided to the City would be billed based on our standard hourly rates included in the below table.

Team Member	Title	2025 Rates
Wendy Huff Ellard	Shareholder	$615.00
Michelle Zaltsberg	Shareholder	$580.00
Danielle Aymond	Of Counsel	$580.00
Charles Schexnaildre	Of Counsel	$580.00
Chris Bomhoff	Associate	$480.00
Jordan Corbitt	Associate	$480.00
Yann Kaufman	Associate	$425.00
Rebecca Reynolds	Associate	$445.00
Jaron Herd	Disaster Policy Specialist	$310.00
Melody Williams	Disaster Recovery Coordinator	$235.00

Our rates are periodically adjusted (usually annually on January 1) and the rates of attorneys working on your matter may be raised based on market considerations and/or increased seniority or specialization of the lawyers involved. In the event we need to make an adjustment to the rates noted in this letter outside of the annual January 1 adjustment, we will discuss with you and seek prior approval before any changes are implemented.

We seek to provide value in our work and will staff projects as cost-effectively as possible considering the complexity of the work, attorney experience, attorney rates, and attorney availability. For the initial task anticipated to be assigned under this engagement, work to support costs claimed under Projects 714440 and 722563, we have agreed to a not to exceed amount of $25,000. In the event that actual costs approach this amount, the Firm will alert the City and billing will not exceed that amount without the City's approval.

Potential Conflicts of Interest. Baker Donelson represents a broad range of clients that may be involved in various aspects of recovery efforts from natural disasters. Those clients include states and municipalities and their various agencies, specifically including local governments and public authorities; non-profit entities eligible for FEMA disaster assistance; private contractors that engage in multiple industries, including program management, design and engineering, debris removal and construction; other public and private property owners; project owners; insurance companies; and third-party administrators and individuals. We also have a robust pro bono practice as our lawyers contribute their time to those in need. Thus, the Firm assists a number of different types of public and private entities and individuals, both regarding their FEMA claims and appeals and to represent contractors in various clean-up, removal and construction industries.

In the course of our representation, the Firm may obtain confidential information regarding one party which may be of interest to the other. We cannot disclose such information. The Firm plans to represent the City in this engagement and will vigilantly protect the confidentiality of our communications with the City. We will also vigorously represent the Firm's other clients on their matters and will vigilantly protect the confidentiality of our communications with these other clients as well.

The City acknowledges in this engagement the Firm's representation of these other clients and their claims and agrees that by accepting this limited scope engagement, Baker Donelson will not be precluded from representing the Firm's other clients now and in the future in these various aspects of the disaster recovery process, including transactions and litigation, as long as the specific work and advice we provide to the City is not directly at issue and so long as we are not directly adverse to the City.

The Firm's Standard Terms of Engagement are attached. Additionally, the Firm shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in this engagement, caused in whole or in part by the Firm and its employees, or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of City. Further, the parties agree that the attached Insurance Requirements for Consultants shall apply to any engagement entered into between the City and Baker Donelson, and the Firm confirms it is compliant and will remain compliant with the additional requirements of this addendum.

If the terms described above and in the attached summary are satisfactory, please have a copy of the letter signed and returned to me. We are grateful for the opportunity to work with you in connection with this matter, and we look forward to a mutually satisfactory relationship.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL, & BERKOWITZ, PC

Wendy Huff Ellard

Attachments: Baker Donelson Standard Terms of Engagement
City of Madera Insurance Requirements for Consultants

AGREEMENT WAIVER AND CONSENT

We have carefully read the foregoing letter, have considered all information necessary and useful in determining whether or not to consent to the representation outlined above and to waive the conflicts of interest described therein. We have been encouraged to consult with independent counsel regarding this consent to representation and waiver of the conflicts of interest. We are fully aware of our legal rights in this regard. Upon reasoned reflection, we hereby voluntarily agree to waive these conflicts of interest and confirm our consent to the Baker Donelson representations as outlined above. In addition, we agree that we will respect the confidences of the other clients with Baker Donelson and the attorney-client privilege with respect to the other clients of Baker Donelson.

AGREED AND ACCEPTED:

Arnoldo Rodriguez

City of Madera, California

Dated: 04/28/25

TERMS OF ENGAGEMENT

We appreciate your decision to retain Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. (the "Firm", "we" or "us") as legal counsel. Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client, as defined below, and the Firm, the following provisions apply to this and all engagements between the Client and the Firm.

1. **CLIENTS.** The Firm's engagement is to represent only the person(s) or entity(s) identified as a client in the engagement letter accompanying these Terms of Engagement ("Client", "Clients", or "you"). The Firm's representation of you does not give rise to an attorney/client relationship between the Firm and any of your parent, subsidiary, or affiliated companies, employees, officers, directors, shareholders, members, partners or other related individuals, unless the Firm agrees otherwise in writing, and you agree representing you does not create a conflict of interest with any such non-represented entities or individuals in the event the Firm represents other clients adversely to their interests. You also agree neither an attorney/client relationship nor a basis for a claim of conflict of interest will arise solely from your providing us with confidential information about any such non-represented entities or individuals. By way of examples, if Client is a partnership, the Firm represents the partnership and not any of its partners; if the Client is trade association or similar association, the Firm's client is the association and not any its members.

2. **SCOPE OF ENGAGEMENT.** The scope of the Firm's representation of the Clients is limited to the specific matter identified in the accompanying engagement letter (the "Matter") and such additional Matters as the Clients and the Firm may agree in writing.

   Client acknowledges Client is not seeking advice regarding possible insurance coverage with respect to any claims that may be asserted against Client in the Matter or regarding any insurance for the costs of defending such claims. The Firm will not undertake to review any such coverage or advise Client regarding such coverage unless the Firm agrees in writing to do so.

   Client further acknowledges Client is engaging the Firm to provide representation in a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on Client's rights and liabilities. Client agrees, unless Client actually engages the Firm after the completion of the Matter to provide additional advice or representation on issues arising from the Matter, the firm has no continuing obligation to advise as to future developments.

3. **FEES, RETAINERS, DEPOSITS, AND ESTIMATES.** The amount of time and effort required to handle a legal matter is often unpredictable and changes over time. If we furnish an estimate of the fees and expenses expected for your Matter, you agree the estimate or budget is not a maximum or fixed fee quotation and is not a binding agreement to handle your Matter for the amount of the estimate. Any retainer or other trust deposits we receive from you will be placed in a pooled trust account.

   The Client will not receive interest on any funds deposited with us. Law firms are required to maintain trust accounts with interest paid to organizations or charitable funds specified by the applicable bar association or lawyer regulatory board ("IOLTA Accounts"). Any deposits, retainers, or other funds held to secure fees or otherwise, will be held in one of the Firm's IOLTA Accounts unless we specifically agree otherwise. If you pay a retainer or deposit to secure fees, or if the Firm holds funds in its IOLTA Accounts otherwise belonging to you, you expressly authorize the Firm to pay any outstanding invoices you owe to the Firm from the funds held in the IOLTA Accounts. Any unearned portion of a retainer or deposit will be refunded to you, *provided however,* that if we are unable to locate you after a reasonable and diligent search, such funds (I) may be remitted to an appropriate State agency if required by law or by applicable Rules of Professional Conduct, or (2) retained by the Firm if so permitted by law or by applicable Rules of Professional Conduct.

4. **EXPENSES.** In addition to legal fees, our invoices will include out-of-pocket expenses we have advanced on your behalf and other charges (which may exceed actual direct costs) for certain support activities. The Firm reserves the right to instead require you pay directly any expenditures of $100.00 or more.

5. **INVOICES.** Payment of our invoices is due upon receipt of our invoice and will be considered past due if not made within 30 days from date of invoice. In the event an invoice is not fully paid within 60 days from the date it was rendered, we will have the discretion to (a) charge interest at .5% per month or the maximum interest rate allowed by law (whichever is less), (b) withdraw from the Matter if we determine in our discretion that our withdrawal is appropriate under the circumstances, and (c) engage attorneys in-house or outside the firm to collect the unpaid bills. By retaining us under these terms, the Client agrees we are entitled to attorneys' fees and costs and may file liens, even on your Matter or on other assets, if collection activities are necessary. The Client agrees non-payment of invoices shall entitle us to stop work and withdraw from your representation in any Court or administrative proceeding, and you agree not to contest any such withdrawal while still being responsible for all of the fees and expenses incurred.

6. **BILLING INQUIRIES.** We invite our Clients to discuss freely with us any questions they have concerning a fee charged for any matter. You agree to be prompt with any inquiry so we can respond with up-to-date knowledge of the factual situation, as we desire our Clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services.

7. **THIRD PARTIES SUCH AS EXPERTS AND COURT REPORTERS.** During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, discovery services, court reporters and other outsourced work. Because of the potential attorney-work product protection afforded when an attorney directly engages third parties, in certain situations our Firm may assume oversight responsibility for retaining the appropriate service providers. If we do so, the Firm will

consult with you and will secure your approval for any major engagement; however, you will be solely responsible for paying all fees and expenses directly to the service providers, or for reimbursing the Firm for all of these third-party costs.

8. **DUTIES OF CLIENTS AND ATTORNEYS.** We will provide the legal services described in the accompanying engagement letter. You will provide us with such factual information and materials as we determine are necessary to perform the services identified in the engagement letter. You must keep the Firm informed immediately of any change of address, email, telephone number or employment, and you must advise the Firm of all relevant developments in a timely manner. Your full disclosure to us of all facts and your full cooperation are essential to enable us to represent you effectively and properly. It is understood and agreed the Client is not relying on us for business, investment, financial, accounting or other non-legal advice, or to investigate the character or creditworthiness of persons with whom you may be dealing. We will keep the Client advised of developments as necessary to perform our legal services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

   Any expressions on our part concerning any outcome involving your legal matters are expressions of our professional judgment but are not promises or guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. The Client acknowledges and agrees we have not made and will not make any guarantees as to results or final outcome in the disposition of any phase of any matters for which we have been retained. We do not control adverse parties, third parties, witnesses, their lawyers, or the Courts, and therefore we cannot guarantee any particular results.

   Our Rules of Professional Conduct and applicable laws impose duties that permit or require us to perform due diligence and report questionable, illegal, or fraudulent actions to higher authorities within your entity or to third parties, even government agencies. You hereby authorize us, within our considered discretion and subject to the requirements imposed upon us, to report to higher authorities within your entity or outside it.

9. **DISCLOSURE OF CLIENT NAME.** From time to time we are required by law, rule or Court order to disclose the name of our clients. In other circumstances, we are proud to acknowledge our relationships with our clients in publications or marketing materials. You agree to allow us to use your name as a client of the Firm.

10. **FILES.** Firm policies include procedures for the retention, return and destruction of client information, documents and records. We notify you here and you agree the Firm may retain, return and/or destroy materials and documents related to your Matter in accordance with Firm client information governance procedures unless other specific procedures are requested by you and agreed by the Firm. The Firm will return to you upon request original documents such as contracts, deeds, wills, etc. We encourage you strongly to retain all of the documents, pleadings, contracts, exhibits, letters, electronic communications, electronically stored information ("ESI"), US Mail, e-mails, billings and all other documents and information we send to you or you send to the Firm throughout the Firm's representation of you on the Matter, as those documents will collectively represent your Client Matter File. You agree your Client Matter File will not include (a) the Firm's communications covered by the Firm Privilege as defined in Section 11, below, (b) Firm administrative records such as time and expense reports, personnel files, staffing and accounting records, and (c) internal lawyers' communications, work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports. You agree these materials are not part of your Client Matter File and will not be produced to you during our handling of the Matter or after its conclusion. If you desire additional copies of materials in our Client Matter File at any time during our handling of the Matter or after its conclusion, we reserve the right to charge you for the time of attorneys and other Firm personnel and for collection review, copy and shipping charges and, in the case of closed Matters, to require payment in advance.

11. **FIRM PRIVILEGED COMMUNICATIONS.** The occasion might arise for the Firm, at the Firm's expense, to consult regarding the Matter with internal or external counsel advising the Firm ("Firm Privileged Communications"). To the extent we are addressing our own rights, ethical duties or responsibilities, a conflict of interest might be deemed to exist between the Firm and the Client as to such Firm Privileged Communications, particularly if a dispute were ever to arise between the Firm and the Client regarding the Matter. A condition of this engagement is you hereby consent to protect the confidentiality of Firm Privileged Communications and waive any claim of conflict of interest based on such Firm Privileged Communications that could otherwise disqualify the Firm from continuing to represent you or from acting on the Firm's behalf, even if such Internal Communications might be deemed adverse to your interests. You acknowledge and agree any such Firm Privileged Communications are confidential and protected by the Firm's own attorney-client privilege from disclosure even if they concern a potential claim of professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of duty. This section does not otherwise alter our obligations to you as your lawyers.

12. **SUBPOENAS AND COMPLAINTS.** From time to time the Firm itself may be subpoenaed, served other legal process or served document and other discovery requests, via various means, to provide documents and/or testimony regarding your Matter, whether it is ongoing or has been concluded ("Discovery Requests"). We provide notice here, when the Firm is so subpoenaed or so requested, you will be required to pay for our efforts in complying with or resisting such Discovery Requests in a manner considered appropriate by us in our professional judgment. Such efforts may include, without limitation, opposing or accomplishing collection, review and production of documents and Electronically Stored Information (ESI) as well as preparation time and deposition time for testimony of any of the Firm's employees and lawyers. If you have counsel other than the Firm regarding the proceeding in which such discovery is sought, the Firm will work closely with your current counsel. If the Matter remains open when such discovery is sought, we will bill you for our efforts at attorney fee rates and expense charges consistent with our engagement for the Matter. If the Matter has been concluded at the time such discovery is sought, we will bill you for our efforts at the Firm's regular attorney fee rates and expense charges when such discovery is sought.

    Upon receipt of a Board or Bar Complaint, or a motion to disqualify or similar complaint or demand regarding the Firm or its lawyers (collectively "Bar

Complaints"), and if such Bar Complaint is brought or lodged by an adverse party in or related to your Matter, you agree to consult with the Firm as to the appropriate manner in which to respond to such Bar Complaint, including whether the defense of any Bar Complaint is within the scope of our representation of you and whether such Bar Complaint may create a conflict of interest for the Firm. In instances where you agree the Bar Complaint is an integral part of the scope of our representation of you in your Matter, we will bill you for our efforts in defending such Bar Complaints consistent with our engagement for the Matter. If the Bar Complaint poses either in the view of the Firm or in your view a conflict of interest for your continued representation by the Firm, the Firm reserves the right or may be required to withdraw from your Matter.

13. **CONSENT TO REPRESENTATIONS/WAIVER OF FUTURE CONFLICTS OF INTEREST.** To the extent permitted by applicable Rules of Professional Conduct, the Firm's agreement to represent the Client in the Matter is conditioned upon the understanding and your consent we are free to represent any other clients (including the Client's adversaries), and to take positions adverse to either the Client or to an affiliate or related party of the Client, in any other matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same or substantially related factual matters as does the Matter for which the Client has retained the Firm, and the Firm does not possess or will not use confidential information of the Client materially relevant to the new matters.

14. **DISQUALIFICATION.** The Firm provides services on a wide variety of legal subjects to a large number of clients. We will, of course, hold in confidence the secrets and confidences of all of our clients. The Client understands and agrees the Firm may obtain confidential information from other clients that could be of interest to you, and the Firm cannot share such information with you. To the extent permitted by applicable Rules of Professional Conduct, the Client agrees to (a) not seek to disqualify the Firm from any present or future representation, (b) consent to our representations of other clients, and (c) waive any actual or potential conflict of interest that may arise from such current or future representations, so long as those other representations do not involve the same or substantially related factual matters as a currently active or previous engagement for the Client, and concurrently we agree not to use any Client confidential information learned from the Client against your interests.

    If you are professionals, the Client agrees the Firm may represent clients that are adverse to entities you represent. If, separately from the Matter the Client is part of a class action or aggregation of plaintiffs, the Client agrees the Firm may defend such class action or other aggregated claims as long as those claims are not the same as or substantially related to the Matter upon which we represent the Client. The Client agrees we may represent other clients in unrelated matters on legal positions that may be adverse to your position in the Matter, but the Firm agrees not to do so concurrently in front of the same tribunal. The Client agrees any merger or acquisition involving the Client will not create a new attorney-client relationship with any other entity besides the Client(s) identified in the engagement letter for the Matter and will not create a conflict of interest with any other client. If the Client has any questions or concerns about the consequences of these waivers and consents, we urge the Client to consult with separate counsel.

15. **TERMINATION OF REPRESENTATION.** The Client or the Firm may terminate this engagement at any time for any reason upon reasonable written notice, subject on the Firm's part to applicable rules of professional conduct and the rules of an applicable court or other tribunal. If the Firm terminates the engagement, the Firm will take such steps as are reasonably necessary under the circumstances to protect your interest in the Matter. If a court's or other tribunal's permission is necessary for the Firm to withdraw from the representation, we will promptly apply for that permission and you agree to promptly engage successor counsel to represent you and not oppose the Firm's application to withdraw.

    Unless terminated earlier, the Firm's representation of the Clients on the Matter will be considered terminated at the substantial completion of the Firm's substantive work for the Clients on the Matter. While we may send a final invoice or follow-up billing statements after substantial completion of our legal work, such billings do not extend the attorney-client relationship. Upon termination of our representation in the Matter, the attorney-client relationship will end unless the Client and the Firm have expressly agreed to a continuation with respect to other matters. In the unusual event a Court or tribunal of competent jurisdiction refuses to permit the Firm to withdraw upon termination or upon the Firm's request, you will remain responsible for fees and costs both past and future. Unless you instruct us to the contrary, after termination of our representation of you, the Firm may keep you on an electronic and paper mailing list we use to provide friends of the Firm with general information about various legal developments, and the Firm may retain in our files original documents that you have not asked to be returned to you as provided above, without forming or continuing an attorney/client relationship. You specifically agree we may keep your personal information and use it pursuant to our Privacy Policy as updated on our website, www.bakerdonelson.com and incorporated herein by reference.

16. **CLIENT SECURITY AND PRESERVATION OF EVIDENCE**. Both electronically and traditionally-stored information may be an important and irreplaceable source of information in your Matter, even if it is by nature transactional, business, regulatory or personal and does not presently involve litigation. Moreover, we have learned from our clients' experience litigation may arise from any sort of situation. Accordingly, we ask the Client take steps necessary to ensure all potentially relevant documents and electronically stored information be preserved by the Client during and after our handling of the Matter on your behalf.

17. **ELECTRONIC COMMUNICATIONS SECURITY.** Electronic transmission of information is customary between attorney and client but it is not performed with 100% certainty of confidentiality. Specifically, e-mails and other forms of electronic communication can be accessed both lawfully and unlawfully by sophisticated third parties, to the Client's detriment. Hotel, home, or other public servers to which others may have rights of access can jeopardize confidentiality, attorney/client privilege, and attorney work-product protection. The Firm encourages the Client to assure secure methods are used for communication of confidential or private information with the Firm, especially

any communication containing Personally Identifiable Information or Protected Health Information. The Client consents to the use of standard e-mail and other forms of electronic communication regarding all aspects of the Firm's representation of the Client on the Matter.

Scammers and hackers are very prevalent in today's world. We work diligently to protect the security of our technology and electronic communications. We advise the Client not to click on links embedded within e-mails from us unless we have specifically notified the Client to expect such a communication or we have established a practice of using such links in your specific Matter. If you are unsure as to whether or not we have sent the Client a specific e-mail, we strongly urge the Client to call the Firm lawyers involved before clicking on an email link. In this way, the Client can reduce the possibility of opening a link containing a virus or malware.

18. **APPLICABLE LAW, VENUE AND BINDING AGREEMENT**. Unless the engagement letter specifically selects the law of a different State, or the Rules of Professional Conduct or other laws applicable to the Firm's representation of the Client require otherwise, the State of Tennessee's laws shall be applicable to your engagement with the Firm, regardless of which one of our offices or lawyers assists you. The conflict of law rules in the State of Tennessee will not be applicable.

Unless the engagement letter specifically provides otherwise, or the Rules of Professional Conduct or other laws applicable to the Firm's representation of the Client require otherwise, any lawsuit arising out of our engagement on the Matter or on any other matter agreed to by you and the Firm in accordance with Section 1 above shall be brought only in the Western Division of the United States District Court for the Western District of Tennessee or, if that Court would lack subject matter jurisdiction, in a State Court of Shelby County, Tennessee. The Client hereby consents to personal jurisdiction and venue in those Courts.

The engagement letter and these Terms of Engagement and any guidelines or engagement letters from the Client that have been agreed to by the Firm shall constitute, collectively, the entire agreement between the parties relating to the Matter. Even if the Client fails to sign our engagement letter and return it to us, by instructing us to proceed after receiving our engagement letter the Client shall be deemed to have accepted these Terms of Engagement and agreed to the description of the scope of the Matter stated in our engagement letter. None of these terms and conditions shall apply if in contravention of any applicable Rule of Professional Conduct.

If any of these Terms are unacceptable to the Client, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our attorney client relationship. These Terms of Engagement shall be applicable to this engagement and all engagements and Matters in the future, unless future versions are made applicable to future engagements.

19. **CORPORATE TRANSPARENCY ACT**. Beginning on January 1, 2024, the Corporate Transparency Act (CTA) requires many entities formed or registered in the United States to report information to the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN"). For each reporting company, this includes detailed information about the company, its beneficial owners, and for newly formed entities, individuals involved in the formation of the company. Any changes to much of this information must be reported to FinCEN within a very short (30-day) time frame, and there may be both civil and criminal penalties for failing to comply with the CTA. Compliance with the CTA is the responsibility of the reporting companies, with the full cooperation of their beneficial owners. Our engagement does not include legal advice relating to any potential CTA reporting obligations, beneficial ownership analysis, FinCEN filing, or other assistance relating to the CTA *absent a further express written agreement*. For the avoidance of doubt, even if our engagement includes assistance in connection with (i) forming, registering, licensing, or otherwise qualifying a new legal entity, or (ii) a transaction that may trigger a reporting obligation, we will not be advising in connection with the CTA or any other similar State or local reporting obligations *absent an express written agreement/engagement to the contrary that sets forth the specific scope and parameters of our advice and assistance*. In no event shall we have any obligation to notify you of any changes in the CTA laws or monitor reporting companies for changes that may require updates or amendments to your CTA reports even if we become aware of them. This paragraph also applies to Trusts and Trustees, whether or not they are clients, and whether or not our lawyers act as fiduciaries.
20. **GENERATIVE ARTIFICIAL INTELLIGENCE**. The Firm may use generative AI ("GAI") in a confidential manner consistent with the Rules of Professional Conduct and applicable court orders. The Firm will verify the GAI outputs before use.

Insurance Requirements for Consultants

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance.

Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: B-16

SUBJECT:

Automatic License Plate Reader Purchase

RECOMMENDATION:

Adopt a Resolution approving Omnia Partners piggyback agreement R250203 for the purchase of Automatic License Plate Readers from Flock Group Inc., dba Flock Safety for $47,215

SUMMARY:

The City currently utilizes automatic license plate readers (ALPRs) as part of its public safety strategy to enhance law enforcement capabilities and support criminal investigations. These systems have proven effective in identifying stolen vehicles, tracking wanted suspects, and aiding in Amber Alerts. As part of the City's continued efforts to strengthen community safety and operational efficiency, staff propose purchasing additional ALPR units to expand coverage across key locations. This expansion will improve real-time data collection, increase situational awareness for first responders, and further support investigative efforts throughout the city.

DISCUSSION:

The City uses ALPRs to capture images of vehicle license plates and convert them into machine-readable data using optical character recognition technology. ALPRs automatically scan passing vehicles, record license plate numbers, along with the date, time, and location of the capture, and check them against law enforcement databases for matches related to stolen vehicles, wanted persons, or other alerts. These systems are typically installed at strategic fixed locations throughout the city.

The City's initial deployment of its ALPR system was implemented through the purchase of Motorola Avigilon (Avigilon) ALPR units. While these devices have served the City's needs, Flock Safety (Flock) has emerged as a leading provider in the ALPR market, offering highly competitive pricing and a rapidly expanding network widely adopted by both commercial entities and law

enforcement agencies nationwide. Currently, the City does not operate any Flock ALPR units, which limits access to the data collected through Flock's interconnected network. As a result, the City is unable to leverage valuable information shared across jurisdictions, hindering the effectiveness of the City's investigative and public safety efforts.

To address the current gap in data access, staff recommends the purchase of eight Flock ALPRs. This quantity represents the minimum threshold required to gain access to Flock's commercial and law enforcement data-sharing network. By meeting this threshold, the City will be able to access valuable data collected by external partners, including the Madera County Sheriff's Office and various privately owned commercial properties, such as retail centers within the City limits. This enhanced data sharing will significantly improve the City's ability to support law enforcement investigations, track criminal activity across jurisdictions, and proactively address public safety concerns.

Purchasing Policy Procedures

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

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

Omnia Partners provides purchasing methods like piggybacking to meet the needs of governmental entities. Benefits include free access and usage of pre-negotiated, completed, ready-to-use contracts for products and services from reliable suppliers. In the case of piggyback agreement R250203, Flock was awarded the contract from the Region 4 Education Services Center in Houston, Texas. Flock has provided the City with a quoted price of $47,215based on pricing from the piggyback agreement.

As this purchase falls within the City Manager's current purchasing authority, it could technically proceed without City Council action. However, the agreement includes ongoing subscription and maintenance costs that, over time, will cumulatively exceed the City Manager's approval threshold. Considering this, and to ensure transparency and alignment with long-term budget

planning, staff is proactively seeking Council approval to proceed with the acquisition of Flock ALPRs. This approach ensures that the City's investment in public safety technology is both fiscally responsible and consistent with established governance practices.

FINANCIAL IMPACT:

The City has secured external funding through the Community Corrections Partnership (CCP) Committee to support the initial purchase of these ALPR units. This funding will cover the cost of the system and provide access to data-sharing capabilities for a period of two years. At the conclusion of this two-year term, City staff will return to the CCP Committee to request continued financial support for the ongoing annual costs associated with the ALPR program. If the CCP Committee does not approve future funding, staff will explore alternative funding sources, including applicable grant opportunities or allocations from the City's General Fund or Measure K, to ensure continuity of service.

ALTERNATIVES:

Council may choose not to authorize the purchase of Flock ALPRs; however, doing so would leave the City without access to a significant and growing network of license plate data, as many regional law enforcement agencies and private sector partners have adopted the Flock system. Alternatively, Council may direct staff to explore other funding sources to support the initial two-year implementation period. Furthermore, Council may request that staff return with further information or analysis.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Piggyback agreement R250203
2. Quote from Flock

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING OMNIA PARTNERS PIGGYBACK AGREEMENT R250203 FOR THE PURCHASE OF AUTOMATIC LICENSE PLATE READERS FROM FLOCK SAFETY IN THE AMOUNT OF $47,215

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

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

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

WHEREAS, staff has conducted its due diligence and determined that piggyback purchases through Omnia Partners best meet the City's interests.

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

1. The above recitals are true and correct.

2. The Council approves Omnia Partners piggyback agreement for the purchase of automatic license plate readers in the amount of $47,215 from Flock Group., dba Flock Safety, per its material terms as set forth in Exhibit A, and authorizes the City Manager to execute an agreement consistent with those material terms, or other required documents to complete the purchase, subject to approval as to legal form by the City Attorney.

3. This Resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

Region 4 Education Service Center (ESC)

Contract # R250203

for

Weapons and Threat Detection Equipment, Services, and Other Solutions

with

Flock Group Inc. dba Flock Safety

Effective: April 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Flock Group Inc dba Flock Safety, effective April 1, 2025:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

DRAFT CONTRACT

*This Contract ("**Contract**") is made as of April 1, 2025 by and between **Flock Group Inc. dba Flock Safety** ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of **Weapons and Threat Detection Equipment, Services, and Other Solutions** (the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-02 for Weapons and Threat Detection Equipment, Services, and Other Solutions ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

   The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the

contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, Flock's Master Services Agreement and the Order Form, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

   i. Providing material that does not meet the specifications of the Contract;
   ii. Providing work or material was not awarded under the Contract;
   iii. Failing to adequately perform the services set forth in the scope of work and specifications;
   iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
   v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
   vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

   Upon receipt of a written deficiency notice, Contractor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation within the thirty (30) day cure period, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

   The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably

within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price

is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a

registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten

(10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Docusign Envelope ID: 4F003B12-B2EF-41BB-944B-90D7ABCB062A

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Flock Group Inc. d/b/a Flock Safety
Address	1170 Howell Mill Rd. NW, Ste 210
City/State/Zip	Atlanta, GA 30318
Telephone No.	866-901-1781
Email Address	legal@flocksafety.com
Printed Name	Mark Smith
Title	General Counsel and Secretary
Authorized signature	Signed by: Mark Smith AC5C931454C24F3...

Accepted by Region 4 ESC:

Contract No. R250203

Initial Contract Term 4/1/2025 to 3/31/2028

Linda Tinnerman — 2/25/2025
Region 4 ESC Authorized Board Member — Date

Linda Tinnerman
Print Name

Victor E. White — 2/25/2025
Region 4 ESC Authorized Board Member — Date

Victor E. White
Print Name

25-02 Addendum 1
Flock Safety
Flock Group Inc.
Supplier Response

Event Information

Number: 25-02 Addendum 1
Title: Weapons Detection Screening System
Type: Request for Proposal - Region 4 ESC
Issue Date: 10/10/2024
Deadline: 11/21/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, October 31, 2024 at 10:00 am
via ZOOM. Join at https://esc4.zoom.us/j/92648560362
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

25-02 Weapons Flock Group

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 6	Entire Agreement	The Contract, Flock's Master Services Agreement and the Order Form , as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.	

Section 11(a)	Cancellation for Non-Performance or Contractor Deficiency	Replace ten (10) days cure period with *thirty (30) days.*	
Section 11(b)	Termination for Cause	Replace with "If, for any reason, Contractor fails to fulfill its obligation in within the *30 day cure period…*"	
Question 119 (Portal)	Federal Rule - Profit Negotiation	Flock Group Inc. doesn't disclose costs so it cannot commit to providing profitability information.	

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Flock Safety Information

Contact: Ty Moddelmog
Address: 1170 Howell Mill Road NW
Ste 210
Atlanta, GA 30318
Phone: (866) 901-1781
Email: ty.moddelmog@flocksafety.com
Web Address: www.flocksafety.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennie. Mac Anaspie
Signature

jennie.macanaspie@flocksafety.com
Email

Submitted at 11/21/2024 01:29:47 PM (CT)

Supplier Note

Please note Code 2270, Fed Funds, Open Records and one other form were signed in Acrobat combined, so the request for the uploaded singular doc will contain all 27 combined pages. Apologies!

Requested Attachments

Products and Pricing

OMNIA Price list.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

Flock Safety RFP Response FINAL 11-21-2024.docx.pdf

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Offer and Contract Signature Form

25-02 Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Complete_with_Docusign-_Texas_Gover.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Complete_with_Docusign_Antitrust_Certificati.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Disclosure of Interested Parties form or Evidence of Exemption

Form_1295_Certificate_101294623.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Texas Government Code 2270 Verification Form

Complete_with_Docusign-_Texas_Gover (1).pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Conflict of Interest Questionnaire

CIQ (1).pdf

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

W-9 Upload

W-9 Flock Safety (1).pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

OMNIA Partners - Exhibit F Federal Funds Certifications

Complete_with_Docusign-_Texas_Gover.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

New Jersey Business Compliance (Ex. G) 3 (1)-combined.zip

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

TERMS & CONDITIONS ACCEPTANCE FORM

Flock Safety 25-02 Appendix B Terms & Conditions Acceptance Form 11-21-2024.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Customized Core List by Agency

OMNIA Price list.xlsx

Provide asample of what a Core List may look like for Participating Public Agencies.

OMNIA Partners Appendix D, Exhibit A Response

Flock Safety Exhibit A Response for National Cooperative Contract 25-02 OMNIA Partners - .pdf

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Are the units/equipment vandal resistant at or above IK08?

IK08.docx

Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☑ I certify compliance with this attribute.

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Jennie Mac Anaspie

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

7

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

5000

5 WHAT ARE YOUR BUSINESS HOURS?

Monday through Friday, 8 AM–8 PM EST or 5 AM–5 PM PST.

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

Yes

7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?

Provide your answer in number of DAYS after receipt of order (ARO).

Software is provisioned upon receipt of order. Hardware install timelines depend on the permitting laws of the jurisdiction.

8 ACCOUNT MANAGER NAME

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Ty Moddelmog

9 ACCOUNT MANAGER EMAIL

ty.moddelmog@flocksafety.com

10 **ACCOUNT MANAGER PHONE**

(404) 993-2200

11 **PAYMENT REMITTANCE ADDRESS**

PO Box 121923, Dallas, TX 75312-1923

12 **PAYMENT REMITTANCE PHONE**

(844) 900-0732

13 **CONTRACT/PURCHASE ORDER/QUOTE EMAIL**

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

billing@flocksafety.com

14 **CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE**

If applicable, please provide a fax number to send orders and quote requests.

15 **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

Omnia will receive a quote number tied to its purchase orders. Once the contract is awarded, the number will be communicated.

16 **COMPANY WEBSITE ADDRESS, IF APPLICABLE**

www.flocksafety.com

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

IONWAVE platform

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

University of IA Campus PD Cedar Rapids, IA Ian Mallory Detective

19 **REFERENCE 1 EMAIL**

ian-mallory@uiowa.edu

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Tim Larouere Director, Loss Prevention (636) 812-1461 Dierbergs Markets

21 **REFERENCE 2 EMAIL**

laroueret@dierbergs.com

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Frank Sorgie Senior LP Manager 832-549-4591 Academy Sports

23 **REFERENCE 3 EMAIL**

frank.sorgie@academy.com

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

Georgia

25 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

26 **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

27 **PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

28 **ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

29 **Provide equipment manufacturer, equipment types and discounts off published list price.**

Flock Safety Manufacturer.

30 **Define any freight charges.**

All charges included in contract.

31	**Describe how Offeror responds to emergency orders.** Flock Safety does not have a process for emergency orders at this time.
32	**What is Offeror's average Fill Rate?** N/A
33	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.** Flock Safety has specific installation timelines based on the type of installation taking place. The length of time for installation can take between
34	**Describe Offeror's return and restocking policy.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
35	**Describe Offeror's ability to meet service and warranty needs.** Please review Section 8 of our Terms and Conditions: https://www.flocksafety.com/terms-and-conditions
36	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Flock Safety has a support team that is able to assist with any problems. Support is able to be reached via phone or email. The Support team responds to 95% of all tickets during business hours (8am EST - 8pm EST). Additionally, each account has a dedicated Customer Success Manager that is able to help with any issues/training/troubleshooting.
37	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** Please see Section 6 of our Terms and Conditions: https://www.flocksafety.com/terms-and-conditions
38	**Describe Offeror's contract implementation/customer transition plan.** For each Customer, Flock will work with the customer to map out the locations of each camera. This map will be shared with the Customer for approval to ensure it is meeting expectations for the customer. Next, all locations will go through Permitting with Flock prior to installation. Field Technicians will come onsite to install all cameras. Once this is complete, the Customer Success Manager will train the end users to ensure the Customer is aware of how to use Flock Safety.
39	**Describe the financial condition of Offeror.** We are a private company and do not disclose this information. However, we are happy to provide our DNS - 085951311
40	**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.** We have a customer facing help center with technical resources and how-to guides. Only accessible once an account is established with Flock. Types of support provided include phone, e-mail, chat.
41	**Describe the Offeror's safety record.** Our recent Safety Report showed minor issues which were remedied the day of the inspection.

42 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Flock Safety, located at 1170 Howell Mill Road NW, Ste 210, Atlanta, GA 30318, offers public safety solutions with license plate recognition cameras and video surveillance, primarily serving law enforcement and property management. Founded in 2017 in Atlanta by Garrett Langley after a personal experience with crime, the company aims to enhance community safety. We are Flock Safety has grown significantly and is trusted by state and local agencies and communities across the U.S. Our mission is to eliminate crime and create a safer future.

43 **Describe Offeror's reputation in the marketplace.**

Flock Safety holds the position of No. 58 on the Deloitte Technology Fast 500™, a ranking of the 500 fastest-growing companies in North America, now in its 29th year. Flock grew 2,660% over the last three years and is the fourth fastest-growing Atlanta-based company on the list. In addition to the Deloitte Fast 500, Flock Safety has been recognized in the top 4% of companies on the Inc. 5000 and named one of Georgia's top 40 fastest-growing companies by the Atlanta Chapter of the Association for Corporate Growth® (ACG).

44 **Describe Offeror's reputation of products and services in the marketplace.**

Our growth continues to reflect the demand for our product from law enforcement and other governmental agencies.

45 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Flock Safety does not use affiliates.

46 **Describe the experience and qualifications of key employees.**

CSMs (48) with an average tenure at Flock Safety of 1.95 years, Implementation (51) with an average tenure at Flock Safety of 1 year, Sales (149) with an average tenure at Flock Safety of 1.36 years, Support (11) with an average tenure at Flock Safety of 1.39 years

47 **Describe Offeror's experience working with the government sector.**

For each Customer, Flock will work with the customer to map out the locations of each camera. This map will be shared with the Customer for approval to ensure it is meeting expectations for the customer. Next, all locations will go through Permitting with Flock prior to installation. Field Technicians will come onsite to install all cameras. Once this is complete, the Customer Success Manager will train the end users to ensure the Customer is aware of how to use Flock Safety.

48 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

2024 - 1)A Complaint was filed against Flock Group Inc by Jhostin Quinones, a former employee, alleging that his employment with Flock was terminated because he complained about sexual harassment. His claim is based on his view that requests to be on camera, during a team meeting, were sexual in nature. Flock disputes the claim, has timely filed its answer and is vigorously defending the matter. 2)A Complaint was filed in US District Court, Eastern District of North Carolina, against PHD Energy and Flock Group Inc ("Flock") by the Phoenix Insurance Company, the insurance company for East West who performs manufacturing and assembly of Flock cameras, alleging negligence by Flock, in particular, that Flock failed to exercise reasonable care with respect to its manufacturing instructions and directions provided to East West regarding the assembly of Flock cameras at East West facilities. Flock disputes the claim, has timely filed its answer and is vigorously defending the matter.

49 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Flock Safety is an all-in-one technology solution that helps law enforcement, K-12 schools, and Universities work together with cities, businesses, and schools to eliminate crime and keep communities safe. Our intelligent platform equips end users with the power of technology at scale to solve more crime and shape a safer future together. Our full-service, maintenance-free technology solution is trusted by more than 5,000 communities across the country to help solve and deter crime in the pursuit of safer communities for everyone. With our robust number of Customers, this has allowed us to navigate all technical and regulatory requirements to assist customers.

50 **Indicate if Offeror is licensed to do business in all 50 states.**

☐ Yes

☑ No

51 **Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Advanced Vehicle Identification: Flock cameras capture high-quality license plate images, enabling detailed searches beyond just plate numbers, including vehicle make, model, color, and even partial plate details. Community Engagement: Flock Safety encourages community participation by allowing residents to register their own vehicles to be excluded from alerts, fostering trust and minimizing false positives. Real-time Alerts: When a flagged vehicle enters a monitored area, immediate alerts are sent to law enforcement, enabling proactive response to potential criminal activity. Data Analysis and Insights: The platform provides analytics to identify crime patterns and trends, helping law enforcement strategically allocate resources.

52 **Include a per diem rate.**

N/A

53 **For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

Currently, we do not provide 24/7 support. However, our technical support team is available Monday through Friday, from 8:00 AM to 8:00 PM EST, with a commitment to respond to all tickets within one hour. To ensure the success of this project, we are open to discussing potential expansions to our support offerings as needed.

54 **Is pricing available for all products and services?**

Yes

55 **Describe any shipping charges (where applicable).**

N/A

56 **Provide pricing for warranties on all products and services.**

N/A - pricing is inclusive

57 **Describe any return or restocking fees.**

In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

58 **Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

None currently

59 **Describe how customers verify they are receiving Contract pricing.**

Flock Safety's products are fixed price and tied to the contract's pricing list.

60 **Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category**

discounts should not change over the term of the Contract.

Annual updates

61 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

Depending on the product, it would align with current pricing strategy to align with the contract.

62 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

N/A

63 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

No

64 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

No

65 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

No

66 **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

No

67 **Other recognized diversity certificate holder**

If yes, list certifying agency

No

68 **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

We are on a few other cooperatives. The TX DIR, NASPO Cloud, and a handful of smaller cooperatives. As an organization our goal is to streamline our processes as much as possible, while also providing the procurement options that our customers are requesting. OMNIA is a frequent request. We anticipate leveraging the Master Agreement as our cooperative of choice.

69 **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

70 **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

71 **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

72 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Ty Moddelmog, Chief of Staff to the CRO, 404-993-2200 ty.moddelmog@flocksafety.com

73 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The sales organization is segmented into teams focusing on State and large municipal agencies (DPS, DOE, DOT, Dallas, Houston, etc), universities and local schools, small to midsize governments, commercial businesses, and homeowners associations. Our CRO, Alex Latraverse, heads the Revenue Team. His email is lat@flocksafety.com.

74 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Flock Safety has a comprehensive strategy for sales, order processing, and support to Omnia's customers. Our marketing team will leverage a variety of mediums and events to promote our solutions and the contract vehicle to agencies. The sales organization targets state and local agencies, K-12 schools and universities, homeowners associations, and commercial businesses, to educate and provide proposals for our solutions.Our marketing team will focus on the following activities: Publish content on our website and create landing pages for the targeted agencies. Publish sponsored content in trade publications to promote the success of our solutions agencies. Subscribe to digital advertising including re-targeting. Advertise in trade publications Provide recurring direct mail and email campaigns Social media content Provide custom email signature tagsOur marketing and sales teams will work together on the following activities: Provide booths and speaking engagements at industry events Provide webinars hosted by Flock as well as third-parties such as trade publications Provide Flock-hosted offline events

75 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

Flock Safety's strategy to market our solutions to the Agencies that are able to leverage this TX DIR contract vehicle includes the following. Our marketing team will focus on the following activities: Publish content on our website and create landing pages for the targeted agencies. Publish sponsored content in trade publications to promote the success of our solutions by TX agencies. Subscribe to digital advertising including re-targeting. Advertise in trade publications Provide recurring direct mail and email campaigns Social media content Provide custom email signature tags Our marketing and sales teams will work together on the following activities: Provide booths and speaking engagements at industry events Provide webinars hosted by Flock as well as third-parties such as trade publications Provide Flock-hosted offline events Flock will create an annual marketing plan to communicate our solutions to the targeted agencies and update the plan regularly to ensure our success on the TX DIR contract.

76 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

We do not provide this information.

77 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

78 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

79 **Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

80 **Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

81 **Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.**

☑ Yes

82 **Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

83 **Products/Pricing - Upload on Response Attachments Tab**

i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories.

· Complete the applicable Pricing information

o Provide equipment manufacturer, equipment types and discount off published list price.

o Define any freight charges.

o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.

o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D.

Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

84 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

85 **Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

We are not a distributor nor do we maintain a retail network.

86	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,** to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Flock Safety has a comprehensive strategy to provide OMNIA customers with sales, order processing, and support. It all starts with our marketing team, who will leverage a variety of mediums and events to promote our solutions to agencies. We follow up with our sales organization, which targets state and local agencies, K-12 schools and universities, homeowners associations, and commercial businesses, to educate and provide proposals for our solutions. The sales organization is segmented into teams focusing on State and large municipal agencies, Universities, local schools, small to midsize governments, commercial businesses, and homeowners associations. We leverage technology to facilitate streamlined order processing for the best customer experience. Our CRM provides electronic proposals, and we leverage DocuSign to make contract management easier. Our finance team works with Sales and Customer Success to ensure the required documents are all initiated and maintained orderly. Flock Safety owns the installation process, including device mapping, location permitting, installation, and optimization. This one-source alignment lets the customer get the best value out of the cameras, with experts included from start to finish. Our Customer Success team is responsible for working with customers to ensure they get great support from Flock Safety. It is their responsibility to ensure the customers are successfully adopting the solutions and supporting them if any issues arise, including, but not limited to, training, onsite meetings, etc. They are their main point of contact with Flock and provide regular business review meetings to ensure the customers are satisfied. We measure customer satisfaction regularly.

87 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

Days 0 - 30: We will enable our entire GTM team (including Sales and Success across all Public Sector Verticals) on how to transact on OMNIA and how to work with customers' buyers and procurement professionals to guide them from quote to cash. We will accomplish the following activities in the next 90 days to ensure a successful rollout of the partnership: Flock will enable our entire Public Sector GTM team (including Sales, Success, DealOps, and PreSales) on how to transact on OMNIA and how to work with customers' buyers and procurement professionals to guide them from quote to cash. Flock will equip our CRM and Q2C platforms to produce quotes that comply with OMNIA standards and ensure that our entire GTM team is enabled on how to create said quotes. We will create a mechanism to track OMNIA deal volume on an ongoing basis We will ask all sales reps to reach out to their account base to inform customers of the partnership. We will flag existing contracts that will be up for renewal over the award dates of our MSA and work with customers to determine if they can renew on the OMNIA contract. Our website will be available with the required support and tools to make the process smooth and include the requested items: • OMNIA Partners standard logo; • Copy of original Request for Proposal; • Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing Materials • Electronic link to OMNIA Partners' website including the online registration page; • A dedicated toll-free number and email address for OMNIA Partners

88 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

89 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

90

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

91

NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92

CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

93

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

94

DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

95

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION A - No proprietary information

102

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104

ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105

FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106

FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

☑ I certify compliance with this attribute.

107

FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

☑ I certify compliance with this attribute.

108	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** 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 CFR Part 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 CFR Part 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. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
109	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
110	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

111	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

119

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

120

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

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 Sold 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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

121

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

122

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

123

INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

124

EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

125

SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

126	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

flock safety

November 21, 2024

Omnia Partners,

We appreciate the opportunity to bid on this project. Based on the needs shared with us, we are confident we can deliver products and services to help your clients deter, reduce, and solve crime.

We started Flock Safety in 2017 as concerned citizens applying our skills in electrical engineering and software development to help our neighborhoods solve property crime. Since that time, we have partnered with sheriffs, chiefs of police, command staff, city councils, business leaders, schools and universities, and other concerned neighbors – like ourselves – from all across the country.

There is a strong desire from all stakeholders in our communities to work together to eliminate crime. We believe with the right technology, hard-working officers and transparent community engagement, we can make a serious impact on crime.

Our approach is working across the country today – in more than 5,000 cities across 49 states, in partnership with thousands of law enforcement agencies. We're seeing Flock Safety's technology used to reduce crime; return kidnapping victims safely to their families, take illegal weapons off the streets, and return stolen property valued in the tens of millions. **This progress gives renewed energy to create trust between law enforcement and the communities they serve.**

Moreover, Flock Safety always holds privacy, transparency and accountability as a primary directive, embedding each in our products and services, now and in the future.

We want the clients you serve to see the same success:

- Using the latest, most advanced technology to capture objective evidence and solve crimes;
- Building mutual partnerships between your law enforcement agency and the community you serve; and
- Having a local team of Flock Safety reps dedicated to serving the community alongside them.

If Flock Safety is awarded your business, Flock Safety will work with Omnia Partners to find mutual terms satisfying both parties.

Together, we can eliminate crime and shape a safer future.

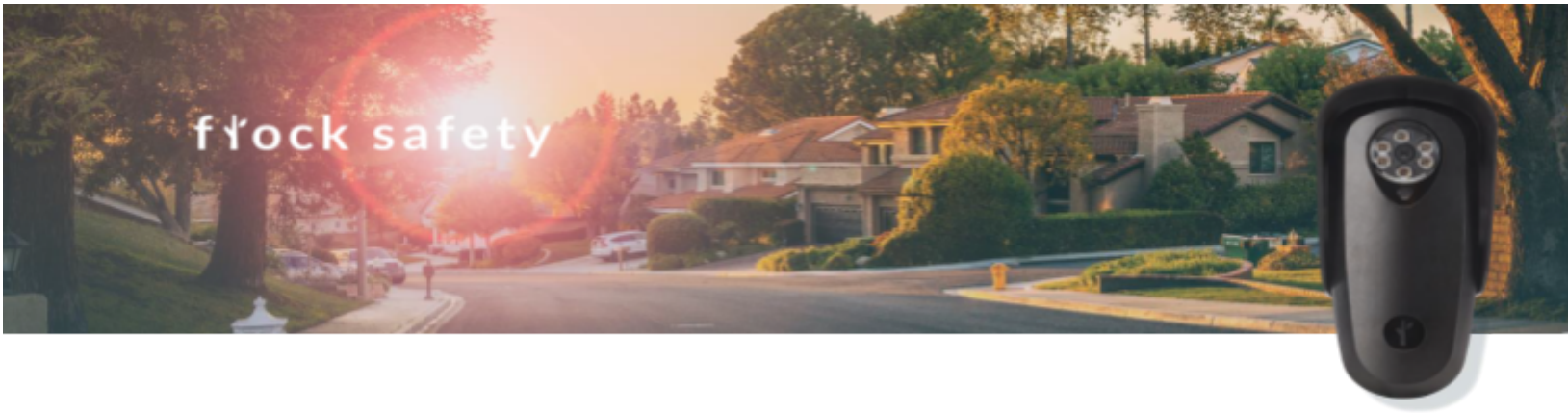
Thank you,

Garrett Langley
Founder and CEO

Table of Contents

Company Overview 5
History 6
Mission 6
Why Flock Safety? 6
Executive Summary 8
Scope of Partnership 8
Overview of Flock Safety's Suite of Products and Solutions 9
FlockOS® 911 10
Product Details 10
License Plate Recognition (LPR) 10
Flock Safety Falcon® 12
Flock Safety Falcon® LR (Long Range) 13
Flock Safety Falcon® SR 14
Flock Safety Falcon Flex™ 15
Flock Safety Wing® LPR 16
Live Video - Condor 17
Flock Safety Condor PTZ Camera 18
Flock Safety Condor Fixed Camera 19
Live Video - Flock Safety Wing® 21
Audio Detection 22
Software 23
Flock Safety Aerodrome 28
Analytics 28
Service and Support 30
FlockOS® Community Tier 31
FlockOS® Essentials Tier 32
FlockOS® Advanced Tier 33
FlockOS® Elite Tier 35
Enhanced LPR Package 37
FlockOS® 911 39
Features include: 39
Organizational Structure 41
Security and Privacy Compliance 43
SOC 3 44
SOC 2 (Type 2) 44
Cloud Security Alliance's CAIQ 44
NIST Cybersecurity 44

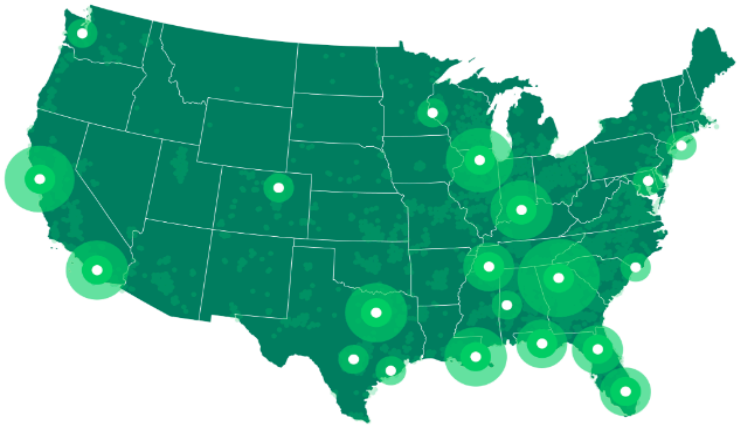
CJIS 44
Service and Support 44
Pricing/Quote 45
Summary 45



Company Overview

Flock Safety is an all-in-one technology solution that helps law enforcement work together with cities, businesses, and schools to eliminate crime and keep communities safe. Our intelligent platform equips law enforcement with the power of technology at scale to solve more crime and shape a safer future together. Our full-service, maintenance-free technology solution is trusted by more than **5,000** communities across the country to help solve and deter crime in the pursuit of safer communities for everyone.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system.



10%
of reported crime in the US is solved with Flock Safety technology

60%
Local crime reduction reported in Flock Safety cities*

120
Incident alerts per minute

*According to a 2019 study conducted by Cobb County Police Department

History

Flock Safety focuses on public safety solutions within the security and surveillance industry. We offer license plate recognition cameras, video surveillance, and software platforms designed to enhance community safety by providing unbiased evidence collection and crime-solving tools. Flock Safety's products are primarily utilized by sectors like law enforcement, education and property management.

Mission

Our core mission centers around fostering safer communities by providing cutting-edge technology solutions for crime detection and prevention. The primary objective is empowering neighborhoods, businesses and law enforcement agencies with advanced, non-invasive security systems that enhance public safety and deter criminal activities. We leverage innovative technologies, like Automatic License Plate Readers (ALPRs) and data analytics, helping create a safer environment for everyone.

Explore more information on case studies, customer stories, how-to-guides, webinars and other information on how to make your community safer here.

Why Flock Safety?

Detect/Decode/Deliver

As a law enforcement agency, you are likely looking to multiply your force in an efficient, cost-effective manner. We have the end-to-end solution for your needs. We help you build powerful evidence via our LPR and live video products, giving you the tools and intelligence you need to make progress on improving the safety and security of your community and assets.

We believe we have a competitive advantage over other companies offering a similar kind of product. Our mission of creating safer communities drives every aspect of our business. Every customer's experience is a result of owning that responsibility; from regularly bringing innovations to market addressing new threats in the field to frictionless access to the evidence and analysis that helps close a case.

We are the sole manufacturer and developer of our ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing and machine vision services that integrate with the Flock Safety ALPR Camera.

A Better Solution

24/7 Community Coverage: Flock is working when you are not. Our solutions are powered by AI and Machine Learning (ML) technology. We give you detailed information and unbiased evidence to make your case and solve the crime.

Streamline Solution: By choosing Flock Safety, you have a turnkey solution - including hardware, software and maintenance for all License Plate Readers (LPRs), Audio, Video and Real-Time Intelligence. There is only one vendor relationship responsible for managing all your public safety intelligence needs.

Network of Cameras: Not only do we place cameras where you need them; we offer access to available cameras in your community and beyond your jurisdiction.

A Better Process

We've built our solutions based on the challenges law enforcement faces today. We are with you from the sale through training and post-implementation support. We manage equipment integrity and performance, all maintenance and service. If there is a problem, we own and fix it.

Scale to Fit Your Needs: Easily expand and grow your footprint based on your ever-changing needs. As the concerns of your community change or as the budget increases, your coverage and capabilities can expand with Flock's platform.

Better Relationships

Many of our employees have worked in law enforcement and know what it means to be in your shoes. You will work with experts who understand what will work for you and what won't. They are invested in your success and keeping your state a safe, secure place to live, work and travel.

A Team of Experts: You receive Flock's full-service support including:

- City-wide coverage mapping
- Installation
- Maintenance
- External Affairs support
- Education and training for your agency

Our suite of services ensure you have everything required to successfully meet your objectives. Stop wasting valuable time hunting for evidence. Our expansive coverage of connected communities, powered by public and private partnerships give you more data and opportunities to solve crime. Flock's platform brings you the power of intelligent evidence, at scale.

Choose a Trusted Partner: Rest easy knowing we design our solutions for secure, responsible use, including various user permissions, usage audit capabilities and limited data

retention.

You own 100% of collected footage - we never share or sell your data with third parties. Our commitment to privacy, transparency and ethical approach to innovation is why communities and local governments prefer Flock Safety.

Executive Summary

Scope of Partnership

Flock Safety is an all-in-one technology solution that helps law enforcement, K-12 schools, and Universities work together with cities, businesses, and schools to eliminate crime and keep communities safe. Our intelligent platform equips end users with the power of technology at scale to solve more crime and shape a safer future together. Our full-service, maintenance-free technology solution is trusted by more than **5,000** communities across the country to help solve and deter crime in the pursuit of safer communities for everyone.

Flock Safety's strategy to market our solutions to the Agencies that are able to leverage this TX DIR contract vehicle includes the following. Our marketing team will Focus on the following activities:

- Publish content on our website and create landing pages for the targeted agencies.
- Publish sponsored content in trade publications to promote the success of our solutions by TX agencies.
- Subscribe to digital advertising including re-targeting.
- Advertise in trade publications
- Provide recurring direct mail and email campaigns
- Social media content
- Provide custom email signature tags

Our marketing and sales teams will:

- Provide booths and speaking engagements at industry events
- Provide webinars hosted by Flock as well as third-parties such as trade publications
- Provide Flock-hosted offline events

Overview of Flock Safety's Suite of Products and Solutions

Flock Safety is an all-in-one technology solution helping law enforcement work together with cities, businesses, and schools to eliminate crime and keep communities safer. Our intelligent platform equips law enforcement with technology at scale to solve more crime and shape a safer future together. The platform includes:

Flock Safety Falcon® LPR Camera Suite
Our range of fixed and location-flexible devices, revolutionizes law enforcement response and investigations by offering Vehicle Fingerprint® data, real-time alerts, searchable evidence, and analytics across diverse roadways and use cases.

Flock Safety Condor™ Live Video
A subscription-based, maintenance-free hardware solution for law enforcement agencies looking to bolster their situational awareness and operational efficiency. With Condor's high-resolution live and recorded footage, coupled with AI enhancements, law enforcement can improve response strategies, enhance safety, and accelerate case resolutions.

Wing
Our full-service subscription video integration allows law enforcement agencies to integrate existing live video cameras (owned by the department or private community members) into FlockOS®, without having to manage the setup, installation, or upkeep. Dramatically increase your LPR investment's effectiveness by layering live video's power in a centralized operational view in FlockOS.

Flock Safety Raven®
Raven is a subscription-based audio event detection, localization, and notification solution consisting of a network of audio sensors, machine learning algorithms, and cloud-based software. Using a network of low-power, infrastructure-free devices to cover a target area, Flock Safety Raven® can detect when and where gunshots or fireworks occur, alert local law enforcement in under 60 seconds. This contextual information directs them to where incidents occurred so they can make informed decisions about how to respond, and move rapidly to preserve evidence, help victims, and apprehend suspects.

FlockOS®
A public safety platform that unifies first and third-party data across video, LPR and audio to deliver real time intelligence. The cloud-based platform is a set of fully integrated solutions that "Detect," "Decode," and "Deliver" evidence to the right person, at the right time. Omnia

Partner’s clients can centralize their technology suite to monitor multiple locations, campuses or neighborhoods in one place.

FlockOS® 911

The FlockOS 911 software experience allows users to tune into real-time 911 audio and visual media directly within our platform. Users efficiently filter 911 calls via geolocation, ensuring first patrol officers only see and hear calls within their patrol radius. Additionally, in collaboration with Prepared 911, dispatchers and patrol officers can now receive live video, photos, and texts from emergency scenes via the 911 caller, granting unparalleled situational awareness sourced, in part, by citizens.

Flock Safety Aerodome Drones

Flock Safety Aerodome has developed a fully remote, automated, multi-station, and drone DFR platform capable of providing air support for any service call within three minutes. The Aerodrome software enables teleoperators to deploy a strategically positioned drone to a call for service with a single button click from a centralized, remote location (an average of 86 seconds).

Its high-powered zoom camera, laser rangefinder, night vision, and thermal imaging capabilities allow the teleoperator to capture minor details, such as identifying suspect vehicles' firearms or license plate numbers.

Flock Aerodome has spearheaded remote operations with True Beyond Visual Line of Sight (BVLOS) capabilities. Traditional programs rely on rooftop-based visual observers. The result is a multi-person workflow for DFR operations. Our advanced airspace awareness sensors and implementation of the Air Traffic Awareness software module have successfully combined to create a digital visual observer exceeding human capabilities and can replace human observers.

Flock Safety Mobile Security Trailer

Flock Safety’s Mobile Security Trailers help deter crime while simultaneously capturing objective video evidence to enhance investigations. Provide a movable public safety presence, ideal for high crime night-life areas, retail lots and special events.

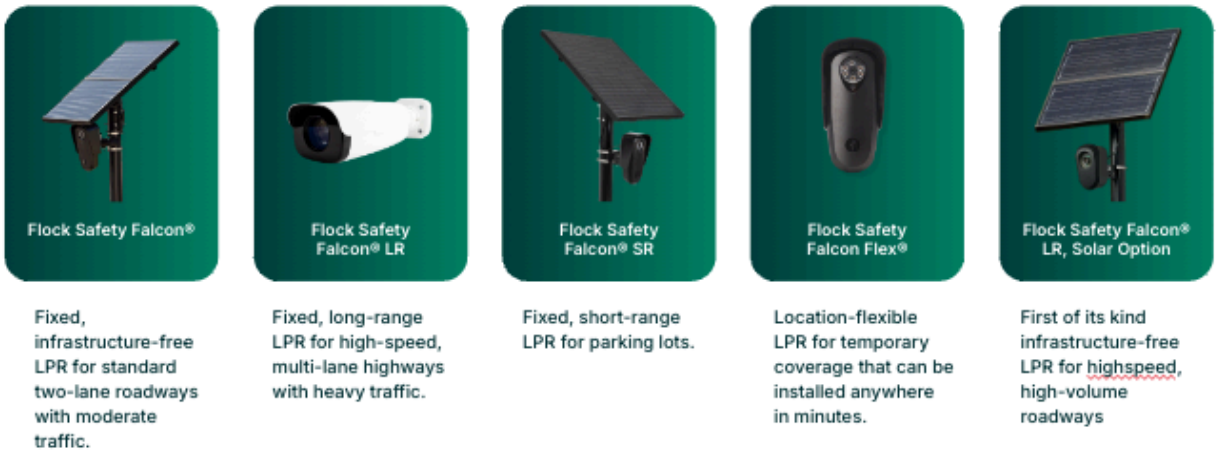
Product Details

Below are specifications and descriptions for the products and software included in the Omnia Partners RFP.

License Plate Recognition (LPR)

The Flock Safety Falcon® LPR camera suite, encompassing a range of fixed and location- flexible devices, revolutionizes law enforcement response and

investigations by offering Vehicle Fingerprint® data, real-time alerts, searchable evidence, and analytics across diverse roadways and use cases.



The Flock Safety Falcon suite not only expedites case clearances by providing real-time investigative leads, even without visible license plates, but also streamlines operations by offering a full-service subscription model. This approach eliminates the upfront costs and complexities associated with coordinating multiple vendors and systems, enabling law enforcement agencies to concentrate more effectively on crime reduction.

Data Storage + Encryption:

- Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. Your agency owns 100% of the data, and we never sell it to third parties.

- All images and metadata are encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock Safety uses Amazon Web Services (AWS) cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-law enforcement Flock Safety customers.

- LPR images are stored for 30 days by default unless a differing local law/ordinance/agreement/etc. dictates otherwise for the LPR storage policy.

Flock Safety Falcon®

Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.

- 75 MPH / 65′ Distance
- Solar Power + LTE Connectivity

Camera

DIMENSIONS

Length: 8.75″ | Width: 2.875″ | Weight: 3 lbs

MOUNTING

Adjustable band clamps

FOOTAGE

Uploads via integrated LTE

FIELD OF VIEW

15′ wide, 65′ distance

ASSEMBLY

Flock Safety in Atlanta, GA

Dual Solar Panels

VOLTAGE

18-20V

DIMENSIONS

Length: 21.25″ | Width: 28″ | Weight: 25.73 lbs (w/ hardware)

MOUNT

Pole top or side of existing pole

Pole

DOT Breakaway Pole - 12′ installed height

DIMENSIONS

Diameter: 2.875″ OD, 2.125″ ID | Weight: 32 lbs

MATERIALS

6061 Aluminum with black coating | Alloy: 6061

Flock Safety Falcon® LR (Long Range)

Fixed, long-range LPR for off-shoulder or high-speed, multi-lane highways with heavy traffic.

- 100 MPH / 150′ Distance
  - 3-4 lanes
  - Up to 50′ from the roadway
  - 4 MP Resolution
- AC Power + LTE Connectivity

Camera

DIMENSIONS

Length: 15.6″ | Height: 4.4″ | Width: 5.4″

Power

COMPUTE BOX

AC voltage: 120V AC

CONSUMPTION

Consumption: 41W Peak

Compute Box

DIMENSIONS

Length: 13.15″ | Height: 15.95″ | Width: 7.9″ | Weight: 19.5 lbs.

MOUNTING

Adjustable band clamps

Flock Safety Falcon® SR

Fixed, short-range LPR for parking lots and tight entries and exits.

- 25 MPH / Wide FoV
- Solar + LTE Connectivity

Camera

DIMENSIONS

Length: 8.75″ | Height: 5″ | Width: 2.875″ | Weight: 3 lbs

MOUNTING

Adjustable band clamps

FOOTAGE

Uploads via integrated LTE

FIELD OF VIEW

15′ wide, 65′ distance

ASSEMBLY

Flock Safety in Atlanta, GA

Dual Solar Panels

VOLTAGE

18-20V

DIMENSIONS

Length: 21.25″ | Width: 28″ | Weight: 25.73 lbs (w/ hardware)

MOUNT

Pole top or side of existing pole

Pole

DOT Breakaway Pole - 12′ installed height

DIMENSIONS

Diameter: 2.875″ OD, 2.125″ ID | Weight: 32 lbs

MATERIALS

6061 Aluminum with black coating | Alloy: 6061

Flock Safety Falcon Flex™

Location-flexible LPR for temporary coverage with easy, self-serve relocation and installation

While stationary LPR devices serve as a foundational tool for community protection, not having access to location-flexible LPR solutions can limit vital evidence capture and your ability to address crime. Introducing the Flock Safety Falcon Flex™, a location-flexible license plate reader camera combined with cutting-edge proprietary software. Designed for rapid deployment, it adapts to your dynamic investigative scenarios, ensuring you capture the evidence when and where you need it.

1

EVIDENCE CAPTURE SIMPLIFIED

With a lightweight, versatile design and bundled LTE service, position your camera in virtually any location for optimal evidence capture.

2

SMARTER READS FOR ACTIONABLE LEADS

Beyond just license plates - our Vehicle Fingerprint feature allows for detailed searches, capturing vehicle characteristics like type, make, color, state, missing or partial plates, stickers, racks, and more.

3

MOBILE GUIDED SELF-INSTALLATION

Quickly activate and set up your Flock Safety Falcon Flex™ using any Android or iOS device, guided every step of the way by our intuitive installer app.

Select a Flock Safety Falcon Flex™ deployment kit with the power options for your needs.

BATTERY

Flock Safety Falcon®
LPR Camera
14Ah external battery pack

SOLAR*

Flock Safety Falcon®
LPR Camera
14Ah external battery pack
65W solar panel

ALTERNATING CURRENT* (AC)

Flock Safety Falcon®
LPR Camera
14Ah external battery pack
120V AC power kit

DIRECT CURRENT* (DC) FOR MOBILE TRAILERS**

Flock Safety Falcon®
LPR Camera
14Ah external battery pack
DC power kit

*Minimum purchase required. Includes monthly virtual training for unlimited users. **Trailer not included.

Flock Safety Wing® LPR

Modernize your existing camera infrastructure without breaking your budget by integrating third-party IP or LPR cameras into FlockOS®. Transform existing cameras into cutting-edge investigative tools, employing the same trusted Vehicle Fingerprint technology found in Flock Safety Falcon LPR cameras.

Live Video - Condor

Elevate Situational Awareness with AI-Powered Video for Safety and Efficiency

Flock Safety Condor live video is a subscription-based, maintenance-free hardware solution for law enforcement agencies looking to bolster their situational awareness and operational efficiency. With Condor's high-resolution live and recorded footage, coupled with AI enhancements, law enforcement can improve response strategies, enhance safety, and accelerate case resolutions.

Much like Flock Safety Falcon® LPR is AI-enabled with Vehicle Fingerprint® technology, which recognizes unique vehicle attributes, so suspect vehicles can be located even when a plate isn't visible, Condor video is AI-enabled with Visual Alerts. Visual Alerts identify and match suspect vehicles across your entire camera network based on visual similarity. That means law enforcement can retrieve a vehicle of interest across multiple cameras in FlockOS® without toggling between multiple feeds, assisting with the coordination of safer real-time vehicle pursuits.

Visual Alerts reduce the number of vehicles users must review during a real-time search or pursuit by 95% across all nearby Condor live video cameras.

Flock Safety Condor PTZ Camera

Live and recorded video with remote PTZ controls and 25X optical zoom. Ideal for open areas like intersections and parks.

- AC Power + LTE Connectivity

Camera

DIMENSIONS

Length: 11.6″ | Height: 6.5″ | Width: 6.5″

Power

AC VOLTAGE

120V AC

CONSUMPTION

Consumption: 41W Peak

Compute Box

Camera Mount

DIMENSIONS

Height: 7.9″ | Width: 9.1″

DIMENSIONS

Length: 13.15″ | Height: 15.95″

Width: 7.9″ | Weight: 19.5 lbs

MOUNTING

Adjustable band clamps to existing pole or infrastructure at 12-30′

Flock Safety Condor Fixed Camera

Fixed, long-range, live, and recorded video with remote zoom controls. Ideal for building exteriors and city streets.

- AC Power + LTE Connectivity

Camera

DIMENSIONS

Length: 15.6″ | Height: 4.4″ | Width: 5.4″

Power

AC VOLTAGE

120V AC

CONSUMPTION

Consumption: 41W Peak

Compute Box

DIMENSIONS

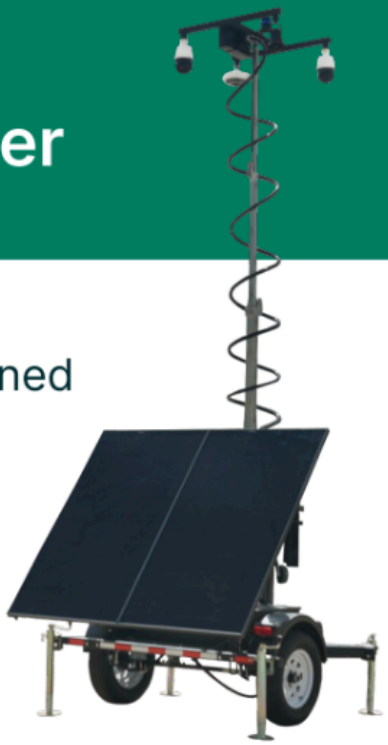
Length: 13.15″ | Height: 15.95″ | Width: 7.9″ | Weight: 19.5 lbs

MOUNTING

Adjustable band clamps to existing pole or infrastructure at 12-30′

flock safety

Mobile Security Trailer



Infrastructure-free trailer designed for public safety needs

Flock Safety's Mobile Security Trailers help **deter crime while simultaneously capturing objective video evidence** to enhance investigations. Provide a movable public safety presence, ideal for high crime night-life areas, retail lots and special events.

Why choose Flock Safety's mobile security solutions

1

HASSLE-FREE SOLUTION

No additional utility bills or IT integration required. Flock Safety's subscription service model includes all hardware, permitting, installation, maintenance and software training.

2

CENTRALIZE YOUR SECURITY TECHNOLOGY IN A SINGLE PANE OF GLASS

All hardware integrates directly into the FlockOS platform, unifying live monitoring, evidence capture and case management for all of your locations in one place.

3

24/7 REAL-TIME ALERTS

Automatically alerts responders and offers law enforcement presence in locations where temporary coverage is needed or targeted high crime areas. Customize alerts for off-hour monitoring using human and vehicle detection.

Live Video - Flock Safety Wing®

Integrate third-party video cameras in FlockOS® to unify your video evidence.

Live video streaming and retention provide officers more context before arriving on the scene of an incident and more substantial evidence during post-incident case resolution, promoting safety and crime reduction. Flock Safety's full-service subscription video integration, Flock Safety Wing®, gives law enforcement agencies the ability to integrate existing live video cameras (owned by the department or private community members) into FlockOS®, without having to manage the setup, installation, or upkeep. Dramatically increase the effectiveness of your investment in LPR by layering the power of live video in a centralized operational view in FlockOS®. Choose the integration that fits your city's needs:

FLOCK SAFETY WING® CLOUD LIVE

Access live video and turn your video camera into a Vehicle Fingerprint ™ enabled LPR camera through a direct-to-camera connection.

FLOCK SAFETY WING® CLOUD REPLAY

Access live and recorded video, and even turn your video camera into a Vehicle Fingerprint ™ enabled LPR camera through a direct-to-camera connection.

FLOCK SAFETY WING® VMS

Access live and recorded video from your existing video management system.

FLOCK SAFETY WING® GATEWAY

Consolidate live and recorded video from various private and public cameras by installing a Wing® Gateway device on-site.

Audio Detection

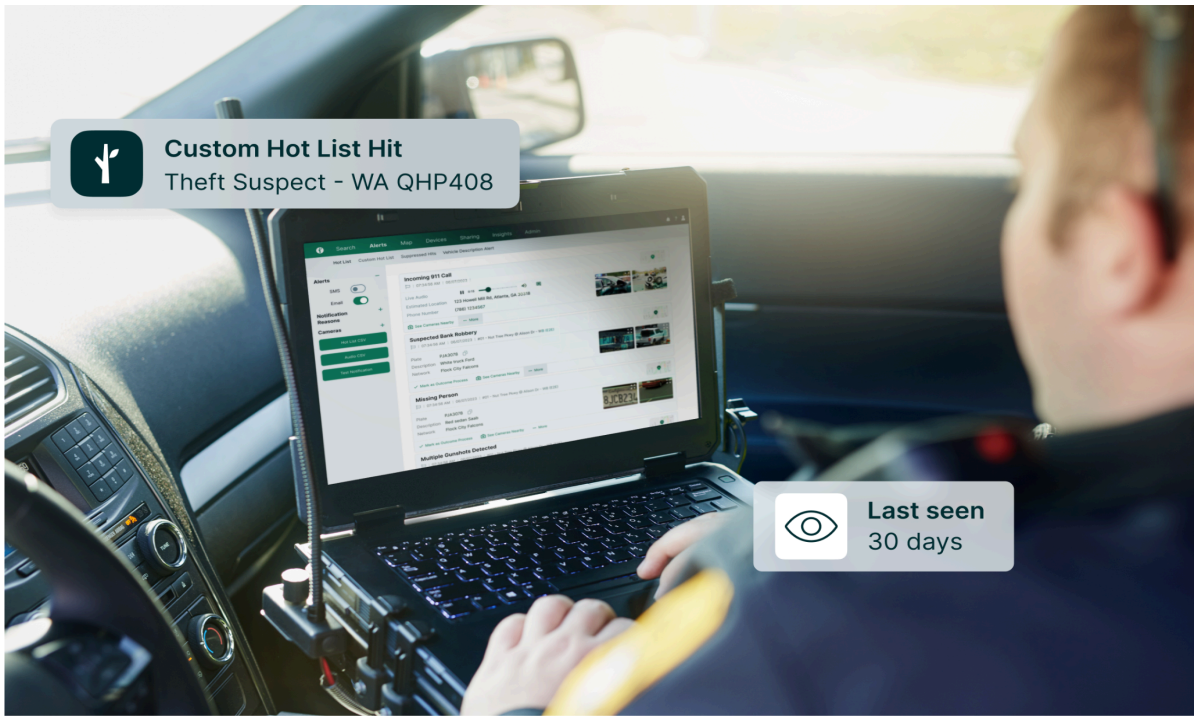
Flock Safety Raven® is a subscription-based audio event detection, localization, and notification solution consisting of a network of audio sensors, machine learning algorithms, and cloud-based software. Using a network of low-power, infrastructure-free devices to cover a
target area, Flock Safety Raven® can detect when and where gunshots occur, alert the local police department in under 60 seconds, and get a response to the scene quickly and accurately.

The Flock Safety Raven® quickly alerts officers to gun-related incidents and directs them to where they occurred so they can respond rapidly to preserve evidence, help victims, and apprehend suspects. Unlike traditional gunshot detection, which only alerts officers that a gunshot occurred, Flock Safety Raven® works with Flock Safety Falcon® LPR and live video in the area, so officers can see a virtual crime scene, identify investigative leads, and solve gun- related crimes faster.

Software

The Flock Safety software, referred to as FlockOS®, is a comprehensive public safety platform designed to help solve more crime and keep communities and officers safe.

The platform seamlessly integrates both Flock Safety and third-party devices and systems across video, LPR, and audio detection to empower law enforcement with real-time alerts, evidence, and situational awareness on any computer, Mobile Data Terminal (MDT), or mobile device in a single operational view. Customize this subscription-based software solution to your specific needs through the combination of various tiers and add-ons as outlined below.



Pick your level of LPR network access to get started.

*Essentials requires hardware purchase

FlockOS® LPR Software Packages	COMMUNITY FlockOS® Community	ESSENTIALS* FlockOS® Essentials
COMMUNITY NETWORK ACCESS		
Ability to Request Access to Community Devices (HOAs, Business, + School Safety)	✓	✓
Unlimited Users		✓
LAW ENFORCEMENT NETWORK ACCESS		
State Network (LP Lookup Only)		✓
Nationwide Network (LP Lookup Only)		✓
Direct Share - Surrounding Jurisdiction (Full Access)		✓
VEHICLE FINGERPRINT SEARCH FEATURES		
Time & Location Based Search	✓	✓
License Plate Lookup	✓	✓
Vehicle Fingerprint® Search	✓	✓
Flock Insights/Analytics page	✓	✓
Axon Fleet 3 LPR Integration		✓
REAL-TIME FEATURES		
ESRI Based map Interface	✓	✓
Real-Time NCIC alerts on Flock LPR cameras	✓	✓
Unlimited custom hot lists	✓	✓

Improve the efficiency, precision, and collaboration in investigations conducted by detectives and patrol officers with this LPR add-on.

*Must have FlockOS® Community or Essentials

FlockOS® LPR Add-Ons	ENHANCED LPR* LPR Feature Add-On	TRAFFIC ANALYTICS LPR Feature Add-On
VEHICLE FINGERPRINT SEARCH FEATURES		
Convoy search	✓	
Visual Search	✓	
Multi Geo	✓	
REALTIME FEATURES		
Custom Hot List Attachments	✓	
Custom Hot List Deconfliction	✓	
Vehicle Description Alerts	✓	
ANALYTICS FEATURES		
Vehicle Counts Across LPR Network		✓
Cross-Agency Data Sharing		✓
Segmentation by State, Class & Make		✓

NOTE: All existing Advanced Search customers or customers with any of the Realtime Features will be "grandfathered" in at no cost.

Add third-party and community video connections and Realtime Center features with Advanced and Elite Packages.

*No hardware spend required

FlockOS® Video + Real-Time Packages	ADVANCED PACKAGE* Add 3rd Party + Community Video	ELITE PACKAGE* Build Your Realtime Center
JURISDICTIONAL CONTEXT		
Wing® Gateway, Wing® Cloud, Wing® VMS purchased by LE	✓	✓
Custom Map Layers	✓	✓
Axon BWC & Fleet Location	✓	✓
Map PDF Attachments	✓	✓
Camera Registry Program (Branded community site + camera locations on Map layer)	✓	✓
Community Rollover Program	✓	✓
AVL Connection***		✓
CAD Connection***		✓
Floor plans	✓	✓
Drone Video		✓
FirstTwo	✓	✓
Regionalization Support		✓
Real-Time Routing		✓
ADDITIONAL FEATURES		
SSO	✓	✓

flock safety

Mobile Security Trailer

Infrastructure-free trailer designed for public safety needs

Flock Safety's Mobile Security Trailers help **deter crime while simultaneously capturing objective video evidence** to enhance investigations. Provide a movable public safety presence, ideal for high crime night-life areas, retail lots and special events.

Why choose Flock Safety's mobile security solutions

1

HASSLE-FREE SOLUTION

No additional utility bills or IT integration required. Flock Safety's subscription service model includes all hardware, permitting, installation, maintenance and software training.

2

CENTRALIZE YOUR SECURITY TECHNOLOGY IN A SINGLE PANE OF GLASS

All hardware integrates directly into the FlockOS platform, unifying live monitoring, evidence capture and case management for all of your locations in one place.

3

24/7 REAL-TIME ALERTS

Automatically alerts responders and offers law enforcement presence in locations where temporary coverage is needed or targeted high crime areas. Customize alerts for off-hour monitoring using human and vehicle detection.

More than 2,200+ crimes are solved per day with Flock Safety

GATHER VITAL EVIDENCE AND RESPOND QUICKLY WITH AI-ENABLED VIDEO STREAMING:

Visual Alerts - enhance suspect vehicle identification and tracking across a network of cameras, significantly reducing manual review efforts.

People Detection Alerts* - detect when people are in restricted areas during unauthorized times, enabling quick responses by law enforcement and security teams.

**Uses AI to identify human presence without recognizing personal characteristics*

Hardware included:

2 FLOCK SAFETY CONDOR PTZ CAMERAS
Live and recorded video with remote controls. Ideal for open areas like intersections, parking lots and parks.

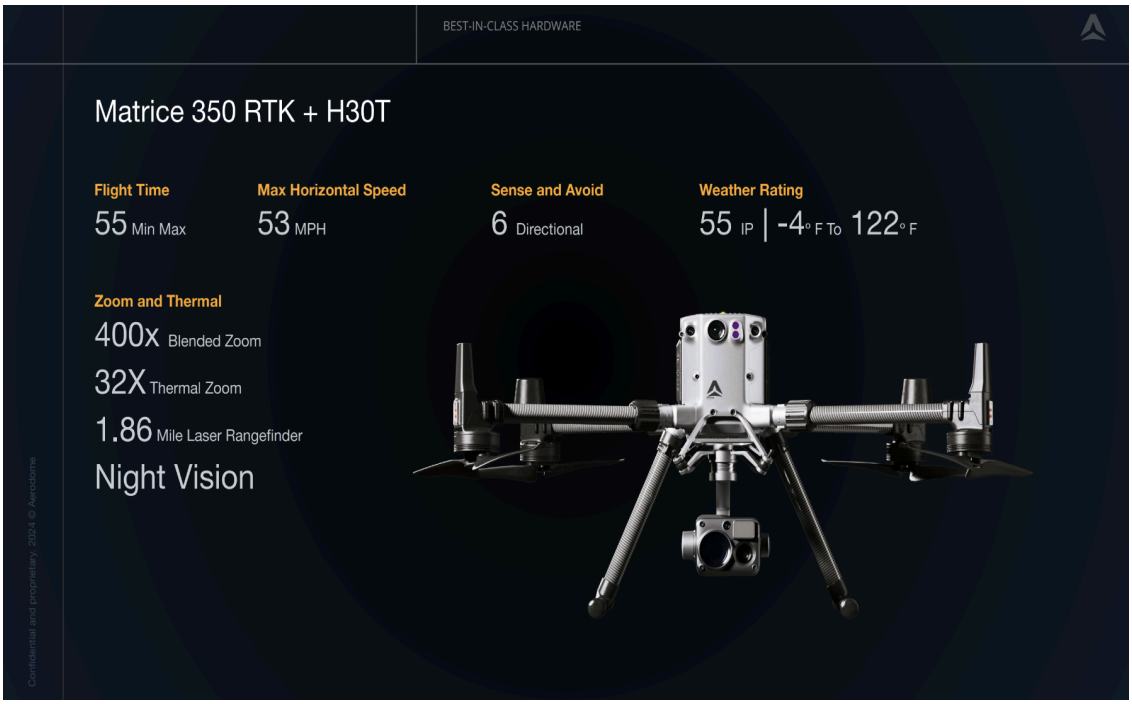
FLASHING BLUE LIGHTS
Flashing lights provide policing presence to deter crime. It provides a clear visual signal that this area is a no-go for crime.

1 PANORAMIC CAMERA
Get 360° degree situational awareness with the ability to watch live video from four different angles.

"The PTZ function of the Flock Safety Condor™ camera has allowed our Real-Time Intelligence Center (RTIC) operators to zoom in during traffic stops and provide real-time information to the officer conducting the stop. In many cases, officers are timing stops near these cameras as best as possible for the additional safety it provides having over-watch."

LT WESLEY HERMAN
Special Service Division | Citrus Heights, CA

Flock Safety Aerodrome



Analytics

Monitor trends and patterns across various locations and bring fraudulent events to light across all your locations. **Enhanced LPR** offers a uniquely integrated, extensive LPR network, helping you streamline your public safety operations, including

- **Convoy Search**: Track vehicles frequently seen together at your locations.
- **Multi Geo Search**: Track vehicles seen in multiple locations.
- **Visual Search**: Upload your own image to identify similar looking vehicles visiting your locations.

Streamline your evidence collection and case management from information collected on Flock Safety devices. Add evidence directly to your case files via our ThinkLP integration.

Traffic Analytics - Leverage LPR cameras to generate aggregate traffic counts to understand when, where, and what kinds of vehicles are on your roadway. This package can help Law Enforcement, but also represents a significant opportunity to partner with

transportation agencies.

- *Traffic Engineering*: Use Flock Safety's vast LPR network to dramatically expand your network of continuous counting stations
- *Resource Planning:* Leverage historical traffic data to strategically deploy safety and enforcement resources where they make the most impact
- *Emergency Management:* Use traffic data to develop evacuation and emergency response plans
- *Economic Development:* Leverage data on traffic to understand economic trends and make better strategic investments

Advanced Investigations Analytics - Identify patterns of potentially criminal activity with data collected from the cameras. Flock uses data analysis and pattern recognition to produce leads for crimes, even before they are reported.

- **Cold Plate Analytics:** Identify license plates that have been changed between two different vehicle descriptions, identifying potential criminal activity. **Trafficking and Interdiction Analytics** - Identify vehicles that follow known inter-state trafficking patterns.
- **Hot List Mapping -** Leverage historical hot list alert patterns to plan resource deployment.

Service and Support

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the

US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team.

Your Flock Safety Services	
Full-Service Implementation*	Meet with a Solutions Consultant (and former Law Enforcement Officer) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
Training & Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, through the Flock Safety certification program. Meanwhile, our ongoing Customer Support team will assist with needs as they arise.
Ongoing Maintenance*	We proactively monitor the health of your device network. If we detect that a device is offline for more than 20 minutes, an alert is sent to our Support Team to diagnose the problem. If the issue cannot be resolved remotely, a local, full-time technician will service your device for no extra charge. All scheduled maintenance, device installations, and device relocation services will be outlined in a Daily Digest Email, sent to key stakeholders within your organization.
Public Relations	**External Affairs** Get support educating your stakeholders, including city councils and other governing bodies. **Media Relations** Share crimes solved in the local media with the help of our PR team.

*Full-service implementation and ongoing maintenance do not apply to Flock Safety Falcon Flex™ devices.

FlockOS® Community Tier

Modernize operations, access LPR and Vehicle Fingerprint® evidence to boost crime-solving capabilities, and build bridges of trust with local neighborhoods, businesses, and schools, with the FlockOS Community Tier.

Key Features

1

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

2

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

3

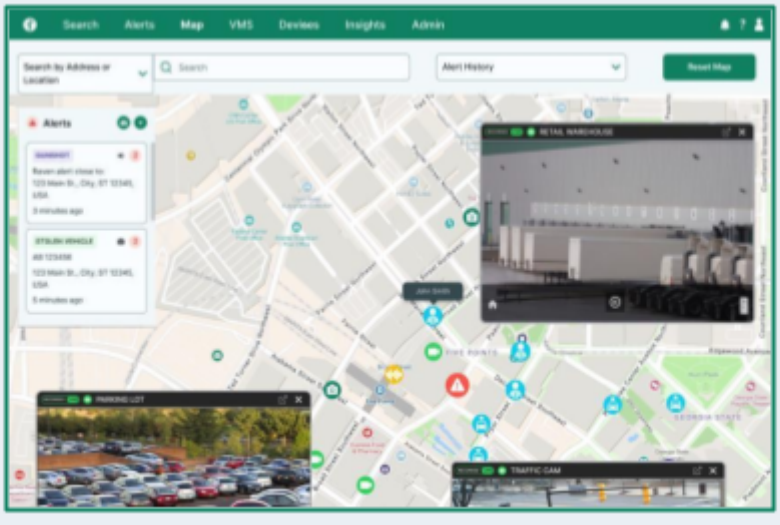
REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

4

ADDITIONAL FEATURES

- Unlimited Users
- Transparency Portal



FlockOS® Essentials Tier

Multiply your force and expand your network of evidence-collection devices with the FlockOS® Essentials tier. This tier allows you to access both public and private Flock Safety devices, as well as third-party video cameras, extending your reach beyond your local jurisdiction. With FlockOS® Essentials, you become part of a nationwide network that provides over 10 billion additional license plate reads each month. This significant expansion in data access dramatically increases your chances of uncovering crucial evidence in challenging cases.

Key Features

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

LAW ENFORCEMENT NETWORK ACCESS

- State Network (License Plate Lookup Only)
- Nationwide Network (License Plate Lookup Only)
- Ability to Request Access to Law Enforcement Devices Outside Jurisdiction

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

JURISDICTIONAL CONTEXT FEATURES

- Flock Safety Wing® Gateway, Flock Safety Wing® Cloud, Flock Safety Wing® VMS purchased by LE

ADDITIONAL FEATURES

- Unlimited Users
- Transparency Portal

FlockOS® Advanced Tier

Multiply your force, expand your network of evidence-collection devices, and access real-time jurisdictional context with the FlockOS Advanced tier. This tier allows you to access both public and private Flock Safety devices, as well as third-party video cameras, extending your reach beyond your local jurisdiction. With FlockOS Advanced, you become part of a nationwide network that provides over 10 billion additional license plate reads each month. This significant expansion in data access dramatically increases your chances of uncovering crucial evidence in challenging cases.

FlockOS Advanced also introduces the integration of third-party live video cameras, seamlessly viewable through Flock's Video Management System (VMS) and an interactive Map view, enriching your situational awareness. This tier fosters community trust and cooperation via the Camera Registry Program. It also ensures optimal utilization of resources through the Community Rollover Program, preventing any underused streams or equipment from going to waste.

Key Features

1

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

2

LAW ENFORCEMENT NETWORK ACCESS

- State Network (License Plate Lookup Only)
- Nationwide Network (License Plate Lookup Only)
- Ability to Request Access to Law Enforcement Devices Outside Jurisdiction

3

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

4

REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

5

JURISDICTIONAL CONTEXT FEATURE

- Flock Safety Wing® Gateway, Flock Safety Wing® Cloud, Flock Safety Wing® VMS purchased by LE
- Custom Map Layers
- Axon Fleet Locations
- Axon BWC (Body Worn Camera) Locations
- Map PDF Attachments
- Camera Registry Program
- Community Rollover Program

6

ADDITIONAL FEATURES

- Single Sign-On (SSO)
- Unlimited Users
- Transparency Portal

FlockOS® Elite Tier

The FlockOS Elite tier uniquely combines Flock Safety's License Plate Recognition (LPR), audio detection, and access to public and private Flock Safety devices, as well as third party cameras, providing timely and relevant insights for better law enforcement responses. Distinguishing itself from traditional brick-and-mortar real-time crime centers (RTCCs) and other cloud-based solutions, FlockOS Elite is scalable and community-powered, offering a versatile, cloud-based RTCC platform. This accessibility allows law enforcement agencies, regardless of their size or resources, to access real-time intelligence, evidence, and situational context from various devices, including computers, patrol vehicle Mobile Data Terminals (MDTs), and mobile devices. This system ensures that agencies have the necessary tools at their disposal to respond safely and effectively to incidents, enhance public safety, and make informed decisions.

A notable aspect of the Elite tier is its focus on regional collaboration. Agencies can work together, sharing resources, technology, and intelligence, including integrated Computer-Aided Dispatch systems and cameras. This collaboration fosters quicker responses to threats and crime patterns, improving safety in larger areas and optimizing resource use.

Key Features

COMMUNITY NETWORK ACCESS

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

LAW ENFORCEMENT NETWORK ACCESS

- State Network (License Plate Lookup Only)
- Nationwide Network (License Plate Lookup Only)
- Ability to Request Access to Law Enforcement Devices Outside Jurisdiction

VEHICLE FINGERPRINT® SEARCH FEATURES

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page
- Axon Fleet 3 LPR Integration

REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

5

JURISDICTIONAL CONTEXT FEATURES

- Flock Safety Wing® Gateway, Flock Safety Wing® Cloud, Flock Safety Wing® VMS purchased by LE
- Custom Map Layers
- Axon Fleet Locations
- Axon BWC (Body Worn Camera) Locations
- Map PDF Attachments
- Camera Registry Program
- Community Rollover Program
- AVL Connection
- CAD Connection
- Floor Plans
- Drone Video Integration
- FirstTwo Connection
- Regionalization Support
- Real-Time Routing

6

ADDITIONAL FEATURES

- Single Sign-On (SSO)
- Unlimited Users
- Transparency Portal

Enhanced LPR Package

The Enhanced LPR Package is a software add-on for any of the FlockOS tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.

Vehicle Fingerprint® Search Features

Unlock more investigative leads and build stronger cases with less information.

CONVOY SEARCH

Discover hidden links by identifying suspect vehicles traveling together. Ideal for tackling organized crime and pinpointing associates.

VISUAL SEARCH

Go beyond LPR data. Convert any digital image into a lead, whether sourced from a civilian smartphone or a security camera.

MULTI-GEO SEARCH

Trace a suspect vehicle across multiple incidents. This feature allows for connecting disparate crimes without specific vehicle details or plate numbers.

Real-Time Features

Equip officers with quick, relevant case context to foster collaboration and expedite clearance rates.

VEHICLE DESCRIPTION ALERTS

Set up alerts for vehicles based on body type, make, color, and other criteria, ensuring timely and relevant notifications, even without a license plate number.

CUSTOM HOT LIST ATTACHMENTS

Equip officers with crucial context during responses. Attach detailed case notes, photos, and reports to Hot List Alerts for a more strategic and secure approach to law enforcement.

CUSTOM HOT LIST DECONFLICTION

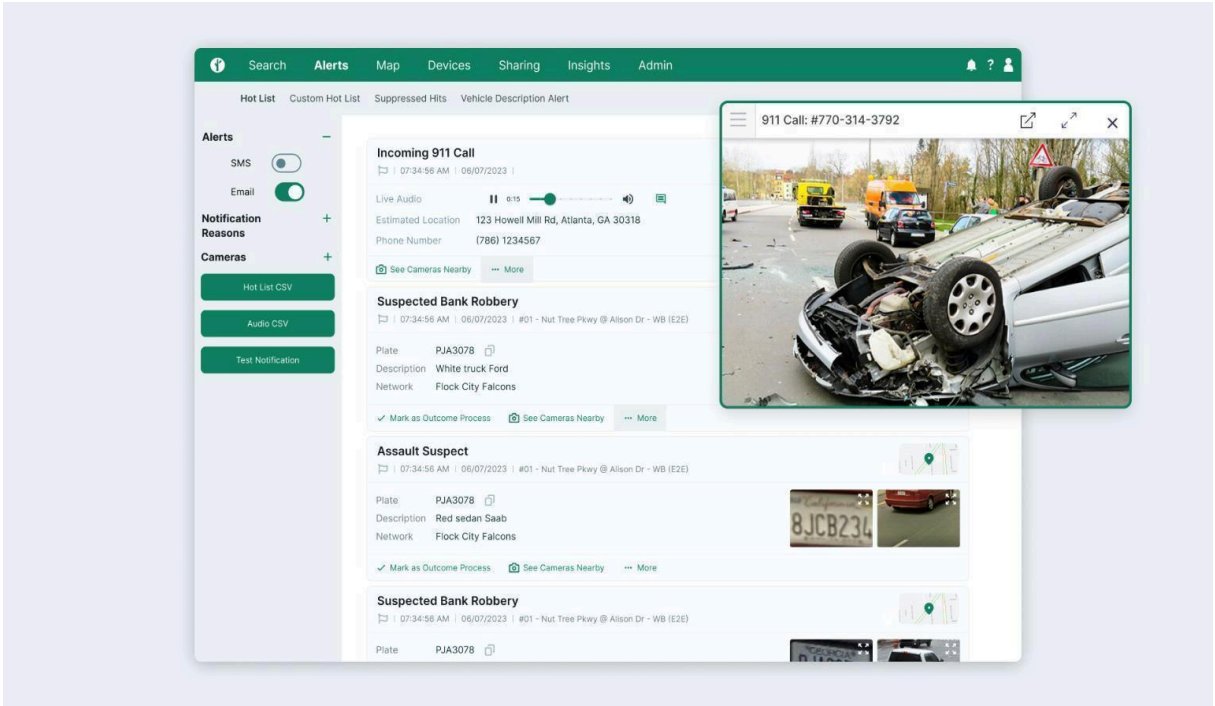
FlockOS® 911

The FlockOS 911 software experience allows users to tune into real-time 911 audio and visual media directly within FlockOS, efficiently filtering 911 calls via geolocation to ensure first patrol officers only see and hear calls within their patrol radius to reduce noise. Additionally, in collaboration with Prepared 911, dispatchers and patrol officers can now receive live video, photos, and texts from emergency scenes via the 911 caller, granting unparalleled situational awareness sourced, in part, by citizens.

By bridging the information gap between 911 callers, dispatchers, and sworn officers, FlockOS 911 ensures every moment is optimized, every officer is well-informed, and communities benefit from a superior, agile public safety system.

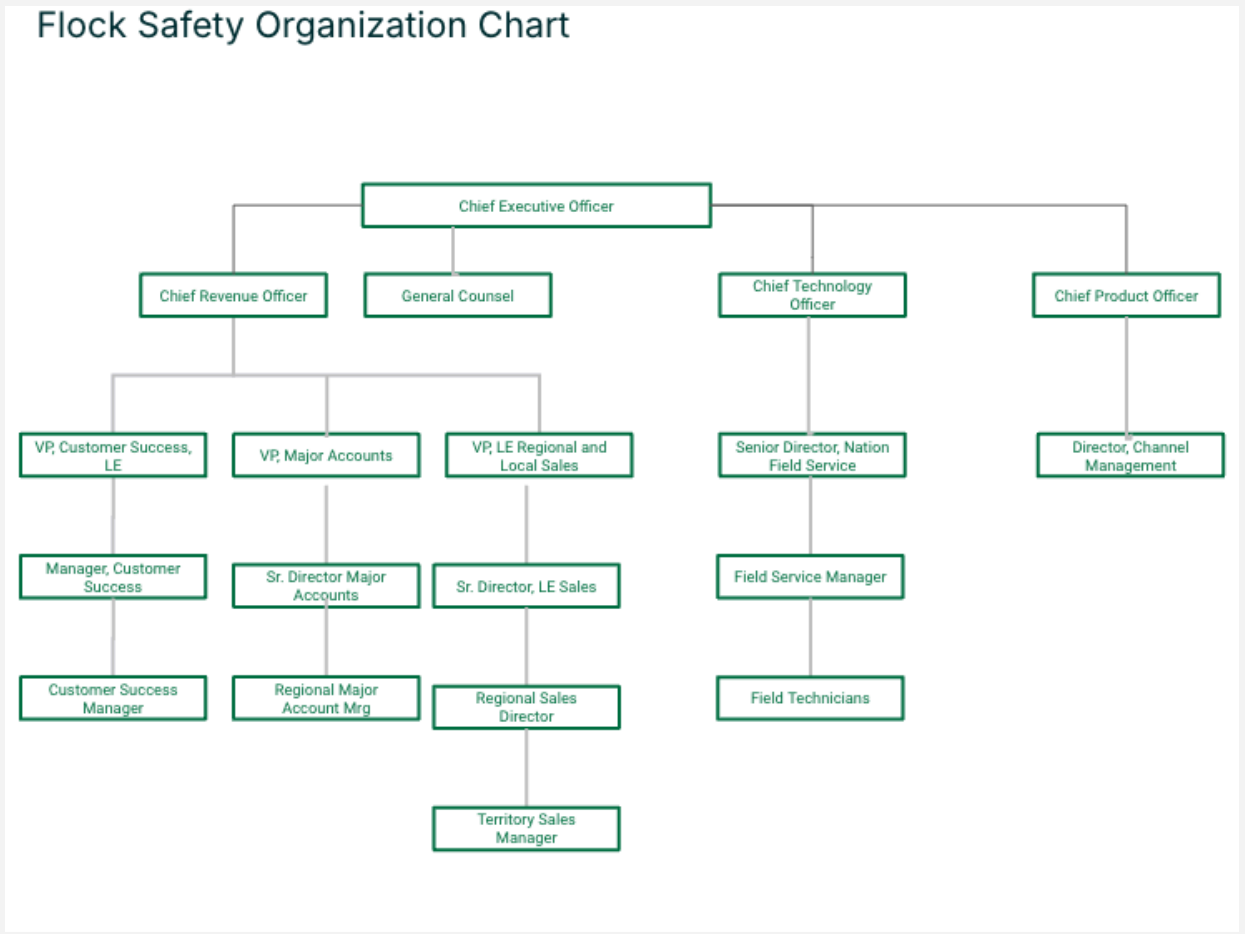
Features include:

- View and listen to 911 calls on the Alerts page in FlockOS
- Only see 911 calls within your patrol radius via geolocation call filtering
- Receive real-time on-scene media, like videos and images, from 911 callers on the Alerts page in FlockOS



Your Dedicated Flock Safety Team	
Contact	**Roles + Responsibilities**
Primary Contact **Ty Moddelmog** *Chief of Staff* Ty Moddelmog	Sales, contracts, procurement, and legal, primary contact pre-sale
Customer Success Manager (CSM)	User training, product and service support, primary contact post-sale
Project Manager (PMO)	Site surveys, permitting, device installation
Solutions Consultant (SOLCON)	Deployment strategy, device mapping
Flock Safety Support 866-901-1781 support@flocksafety.com	24/7 support via email and phone for troubleshooting, questions, emergencies, equipment failures, etc.

Organizational Structure



Customer References

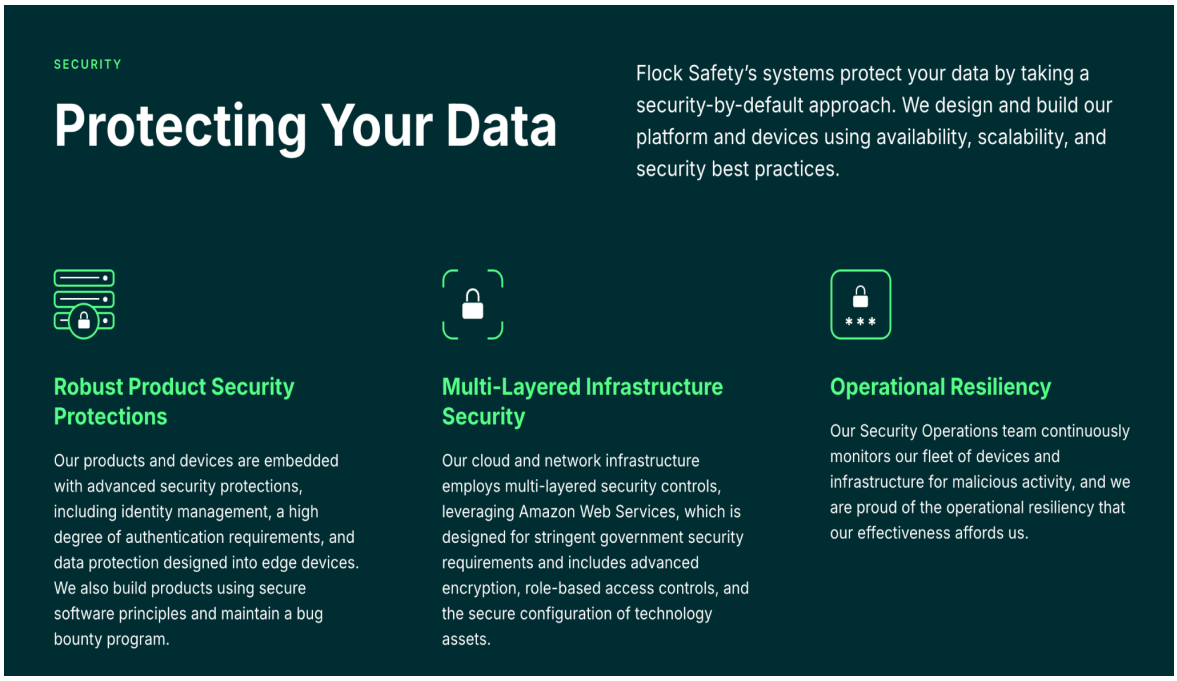
Each of the law enforcement agencies listed below are current Flock Safety customers and partners who have purchased and deployed our hardware and software throughout their respective areas with significant success. They have agreed to speak with prospective Flock Safety contracting entities to answer questions about their experience using Flock Safety to reduce and prevent crime.

References	
Agency	**Point of Contact**
University of IA Campus PD Cedar Rapids, IA	Ian Mallory Detective ian-mallory@uiowa.edu
Dierbergs Markets Chesterfield, MO	Tim Laouere Director, Loss Prevention laroueret@dierbergs.com
Academy Sports Katy, TX	Frank Sorgie Senior LP Manager frank.sorgie@academy.com

Security and Privacy Compliance

Flock Safety's Compliance Program has robust controls for securing data and ensuring service availability. We recognize our role in the compliance network and diligently adhere to all relevant Cybersecurity Laws, regulations, attestations, and frameworks our customers rely on.

We promote and are transparent about the responsible use of technology and maintain operational resiliency. We've created the Flock Safety Trust Page to share our documentation on those controls to safeguard the privacy and security of sensitive customer data.



For specific information on our policies, please visit this link.

Compliance and Attestations

Flock Safety's Compliance Program helps customers understand our robust controls for securing data and ensuring service availability. We recognize our role in the compliance network and diligently adhere to relevant cybersecurity laws, regulations, attestations, and frameworks that matter to our customers.

SOC 3

Overview of our Service Organization Controls relating to Security, Availability, and Confidentiality Trust Services Categories.

SOC 2 (Type 2)

Aligned to Security, Availability, and Confidentiality Trust Services Categories.

Cloud Security Alliance's CAIQ

Assessment of and alignment to a comprehensive framework that identifies cloud responsibilities and mitigates risks with shared computing models.

NIST Cybersecurity

Adoption of policies, procedures, and security controls necessary to identify, protect, detect, respond, and recover from cybersecurity events.

CJIS

Adoption of requirements designed to protect criminal justice information and provide secure access for law enforcement.

Service and Support

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team.

Pricing/Quote

See Appendix

Summary

Our business objective is focused on providing solutions producing superior results for agencies, delivering unbiased evidence and enabling each investigation to resolve faster. Everything in our business model supports this mission.

With Flock Safety, the Tennessee Highway Patrol can invest with confidence. We offer open integrations, lifetime maintenance, and AI/Machine Learning. THP's existing technology is fully utilized while Flock Safety's continually updated software and hardware keep its operations future-proof.

Confidentiality and Disclosure Notice

All documents, materials, and information (collectively referred to as "Confidential Information") submitted by participants in response to this Request for Proposal (“RFP”) are considered confidential and proprietary to the submitting party. The Confidential Information includes, but is not limited to, technical data, business strategies, financial information, and any other sensitive information disclosed in the RFP response. The party requesting the RFP (the "Issuer") agrees to: (1) maintain the confidentiality of the Confidential Information with the same degree of care it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care, (2) use the Confidential Information solely for the purpose of evaluating and responding to the RFP, and (3) restrict disclosure of the Confidential Information to employees, agents, or contractors who have a legitimate need to know and who are bound by confidentiality obligations at least as restrictive as those set forth herein. Any unauthorized review, use, disclosure, or distribution is strictly prohibited. Such obligation of confidentiality continues beyond the evaluation period until the Confidential Information becomes publicly available through no fault of the Issuer. If the Issuer decides not to proceed with the proposal, or upon the submitting party’s request, the Issuer must return or destroy all copies and certify such action in writing. By reviewing or responding, the Issuer acknowledges and agrees to these terms.

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	Flock Safety Drone Hardware and Services	Flock Safety DFR 2.0 - 200ft	flock_dfr_1_5	$150,000.00
Flock	Flock Safety Drone Hardware and Services	Flock Safety DFR 2.0 - 400ft	flock_dfr_2_0	$307,000.00
Flock	Additional Battery Pack	1 year subscription, preferred contract length 2-5 years; External battery pack attachment utilized to extend the life of Flock Products	Add_Batt_Pack	$750.00
Flock	Avicore Blue Light Kit	1 year subscription, preferred contract length 2-5 years; Blue Light with USB cable to plug into Avicore boxes	801-00144	$150.00
Flock	Blue Light Attachment	1 year subscription, preferred contract length 2-5 years; Flock Safety attachable blue light.	blue_light_attachment	$250.00
Flock	Deterrence Add On	1 year subscription, preferred contract length 2-5 years; Prominent signage and lighting to proactively deter bad actors and inform visitors your property is being protected	falcon_deterrence	$1,000.00
Flock	Extended data retention (Up to 1 Year)	1 year subscription, preferred contract length 2-5 years; Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera.	extended_data	$300.00
Flock	Falcon/Penguin Pack Wall Charger	Falcon/Penguin Pack Wall Charger	Falcon_PPWallCharg	$50.00
Flock	Flock Safety Sign	Flock Safety attachable sign.	flock_sign	$30.00
Flock	Solar Power Boost	1 year subscription, preferred contract length 2-5 years; Low sun area solar boost package to support longer power duration	solar_power_boost	$500.00
Flock	Traffic Analytics Package	1 year subscription, preferred contract length 2-5 years; cost is per camera	traffic_analytics	$500.00
Flock	Flock Safety Raven ® - 1/2mi	Raven Audio detection - 1 year subscription, preferred contract length 2-5 years; 1/2 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.	raven_device_halfmi	$20,000.00
Flock	Flock Safety Raven ® - 1/4mi	Raven Audio detection - 1 year subscription, preferred contract length 2-5 years;; 1/4 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.	raven_device_qtrmi	$12,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	Flock Safety Raven ® - 1mi	Raven Audio detection - 1 year subscription, preferred contract length 2-5 years; 1 square mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.	raven_device_1mi	$35,000.00
Flock	Flock Safety Raven ® K-12 School	Raven Audio detection - one location/school of external coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.	raven_device_k_12	$8,500.00
Flock	Recurring Revenue	LTE Connectivity - 1 year subscription, preferred contract length 2-5 years;	Flock_LTE	$960.00
Flock	FlockOS Community Program - 100 / 800	1 year subscription, preferred contract length 2-5 years; Flock Community Program with Rollover Devices. Package of 100 locations OR 800 feeds, whichever occurs first. Flock will coordinate with the Agency on who receives agency-paid connections.	flockos_comm_program_100_800	$30,000.00
Flock	FlockOS Community Program - 20 / 160	1 year subscription, preferred contract length 2-5 years; Flock Community Program with Rollover Devices. Package of 20 Locations OR 160 Connections, whichever occurs first. Flock will coordinate with the Agency on who receives agency-paid connections.	flockos_comm_program_20_160	$6,000.00
Flock	FlockOS Community Program - 50 / 400	1 year subscription, preferred contract length 2-5 years; Flock Community Program with Rollover Devices. Package of 50 Locations OR 400 Connections, whichever occurs first. Flock will coordinate with the Agency on who receives agency-paid connections.	flockos_comm_program_50_400	$15,000.00
Flock	FlockOS Enhanced LPR - Bucket 1	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 1 is for law enforcement agencies with up to 15 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket1	$2,500.00
Flock	FlockOS Enhanced LPR - Bucket 10	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 10 is for law enforcement agencies with up to 1500 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket10	$50,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS Enhanced LPR - Bucket 11	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 11 is for law enforcement agencies with up to 2000 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket11	$55,000.00
Flock	FlockOS Enhanced LPR - Bucket 12	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 12 is for law enforcement agencies with up to 2500 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket12	$60,000.00
Flock	FlockOS Enhanced LPR - Bucket 13	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 13 is for law enforcement agencies with up to 3000 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket13	$65,000.00
Flock	FlockOS Enhanced LPR - Bucket 14	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 14 is for law enforcement agencies with up to 3500 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket14	$70,000.00
Flock	FlockOS Enhanced LPR - Bucket 15	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 15 is for law enforcement agencies with up to 4000 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket15	$75,000.00
Flock	FlockOS Enhanced LPR - Bucket 16	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 16 is for law enforcement agencies with up to 4500 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket16	$80,000.00
Flock	FlockOS Enhanced LPR - Bucket 2	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 2 is for law enforcement agencies with up to 25 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket2	$3,500.00
Flock	FlockOS Enhanced LPR - Bucket 3	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 3 is for law enforcement agencies with up to 50 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket3	$7,500.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS Enhanced LPR - Bucket 4	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 4 is for law enforcement agencies with up to 100 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket4	$10,000.00
Flock	FlockOS Enhanced LPR - Bucket 5	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 5 is for law enforcement agencies with up to 200 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket5	$15,000.00
Flock	FlockOS Enhanced LPR - Bucket 6	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 6 is for law enforcement agencies with up to 300 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket6	$20,000.00
Flock	FlockOS Enhanced LPR - Bucket 7	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 7 is for law enforcement agencies with up to 500 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket7	$30,000.00
Flock	FlockOS Enhanced LPR - Bucket 8	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 8 is for law enforcement agencies with up to 700 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket8	$37,500.00
Flock	FlockOS Enhanced LPR - Bucket 9	1 year subscription, preferred contract length 2-5 years; The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers. Bucket 9 is for law enforcement agencies with up to 1000 sworn officers in approved headcount.	flockos_enhanced_lpr_bucket9	$45,000.00
Flock	FlockOS ™ 911 - Bucket 1	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™ Bucket 1 is for law enforcement agencies with up to 15 sworn officers in approved headcount.	FlockOS_911_bucket1	$3,600.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ 911 - Bucket 10	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 10 is for law enforcement agencies with up to 1500 sworn officers in approved headcount.	FlockOS_911_bucket10	$250,000.00
Flock	FlockOS ™ 911 - Bucket 11	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 11 is for law enforcement agencies with up to 2000 sworn officers in approved headcount.	FlockOS_911_bucket11	$300,000.00
Flock	FlockOS ™ 911 - Bucket 12	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 12 is for law enforcement agencies with up to 2500 sworn officers in approved headcount.	FlockOS_911_bucket12	$350,000.00
Flock	FlockOS ™ 911 - Bucket 13	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 13 is for law enforcement agencies with up to 3000 sworn officers in approved headcount.	FlockOS_911_bucket13	$400,000.00
Flock	FlockOS ™ 911 - Bucket 14	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 14 is for law enforcement agencies with up to 3500 sworn officers in approved headcount.	FlockOS_911_bucket14	$450,000.00
Flock	FlockOS ™ 911 - Bucket 15	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 15 is for law enforcement agencies with up to 4000 sworn officers in approved headcount.	FlockOS_911_bucket15	$500,000.00
Flock	FlockOS ™ 911 - Bucket 16	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 16 is for law enforcement agencies with up to 4500 sworn officers in approved headcount.	FlockOS_911_bucket16	$550,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ 911 - Bucket 2	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 2 is for law enforcement agencies with up to 25 sworn officers in approved headcount.	FlockOS_911_bucket2	$9,000.00
Flock	FlockOS ™ 911 - Bucket 3	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 3 is for law enforcement agencies with up to 50 sworn officers in approved headcount.	FlockOS_911_bucket3	$20,000.00
Flock	FlockOS ™ 911 - Bucket 4	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 4 is for law enforcement agencies with up to 100 sworn officers in approved headcount.	FlockOS_911_bucket4	$35,000.00
Flock	FlockOS ™ 911 - Bucket 5	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 5 is for law enforcement agencies with up to 200 sworn officers in approved headcount.	FlockOS_911_bucket5	$55,000.00
Flock	FlockOS ™ 911 - Bucket 6	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 6 is for law enforcement agencies with up to 300 sworn officers in approved headcount.	FlockOS_911_bucket6	$80,000.00
Flock	FlockOS ™ 911 - Bucket 7	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 7 is for law enforcement agencies with up to 500 sworn officers in approved headcount.	FlockOS_911_bucket7	$120,000.00
Flock	FlockOS ™ 911 - Bucket 8	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 8 is for law enforcement agencies with up to 700 sworn officers in approved headcount.	FlockOS_911_bucket8	$160,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ 911 - Bucket 9	1 year subscription, preferred contract length 2-5 years; The FlockOS™ 911 software experience allows users to tune into live 911 calls directly within FlockOS™. Bucket 9 is for law enforcement agencies with up to 1000 sworn officers in approved headcount.	FlockOS_911_bucket9	$200,000.00
Flock	FlockOS ™ Advanced - Bucket 1	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. No hardware spend required. Bucket 1 is for Law Enforcement agencies up to 15 sworn approved headcount	FlockOS_Adv_bucket1	$2,500.00
Flock	FlockOS ™ Advanced - Bucket 10	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. No hardware spend required. Bucket 10 is for law enforcement agencies with up to 1500 sworn officers in approved headcount.	FlockOS_Adv_bucket10	$50,000.00
Flock	FlockOS ™ Advanced - Bucket 11	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. No hardware spend required. Bucket 10 is for law enforcement agencies with up to 1500 sworn officers in approved headcount.	FlockOS_Adv_bucket11	$55,000.00
Flock	FlockOS ™ Advanced - Bucket 12	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 12 is for law enforcement agencies with up to 2500 sworn officers in approved headcount.	FlockOS_Adv_bucket12	$60,000.00
Flock	FlockOS ™ Advanced - Bucket 13	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 13 is for law enforcement agencies with up to 3000 sworn officers in approved headcount.	FlockOS_Adv_bucket13	$65,000.00
Flock	FlockOS ™ Advanced - State LE	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Includes 30 days LPR retention. No hardware spend required. Must have FlockOS Essentials. State LE is for state law enforcement entities (DPS, DOC, etc)	FlockOS_Adv_stateLE	$40,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ Advanced - Bucket 14	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 14 is for law enforcement agencies with up to 3500 sworn officers in approved headcount.	FlockOS_Adv_bucket14	$70,000.00
Flock	FlockOS ™ Advanced - Bucket 15	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 15 is for law enforcement agencies with up to 4000 sworn officers in approved headcount.	FlockOS_Adv_bucket15	$75,000.00
Flock	FlockOS ™ Advanced - Bucket 16	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 16 is for law enforcement agencies with up to 4500 sworn officers in approved headcount.	FlockOS_Adv_bucket16	$80,000.00
Flock	FlockOS ™ Advanced - Bucket 2	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 2 is for law enforcement agencies with up to 25 sworn officers in approved headcount.	FlockOS_Adv_bucket2	$3,500.00
Flock	FlockOS ™ Advanced - Bucket 3	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 3 is for law enforcement agencies with up to 50 sworn officers in approved headcount.	FlockOS_Adv_bucket3	$7,500.00
Flock	FlockOS ™ Advanced - Bucket 4	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 4 is for law enforcement agencies with up to 100 sworn officers in approved headcount.	FlockOS_Adv_bucket4	$10,000.00
Flock	FlockOS ™ Advanced - Bucket 5	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 5 is for law enforcement agencies with up to 200 sworn officers in approved headcount.	FlockOS_Adv_bucket5	$15,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ Advanced - Bucket 6	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 6 is for law enforcement agencies with up to 300 sworn officers in approved headcount.	FlockOS_Adv_bucket6	$20,000.00
Flock	FlockOS ™ Advanced - Bucket 7	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 7 is for law enforcement agencies with up to 500 sworn officers in approved headcount.	FlockOS_Adv_bucket7	$30,000.00
Flock	FlockOS ™ Advanced - Bucket 8	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 8 is for law enforcement agencies with up to 700 sworn officers in approved headcount.	FlockOS_Adv_bucket8	$37,500.00
Flock	FlockOS ™ Advanced - Bucket 9	1 year subscription, minimum contract length 2 years; FlockOS Advanced includes enhanced features to add 3rd party and Community video. Bucket 9 is for law enforcement agencies with up to 1000 sworn officers in approved headcount.	FlockOS_Adv_bucket9	$45,000.00
Flock	FlockOS ™ Elite - Bucket 1	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 1 is for law enforcement agencies with up to 15 sworn officers in approved headcount.	FlockOS_Elite_bucket1	$5,000.00
Flock	FlockOS ™ Elite - Bucket 10	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 10 is for law enforcement agencies with up to 1500 sworn officers in approved headcount.	FlockOS_Elite_bucket10	$100,000.00
Flock	FlockOS ™ Elite - Bucket 11	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 11 is for law enforcement agencies with up to 2000 sworn officers in approved headcount.	FlockOS_Elite_bucket11	$110,000.00
Flock	FlockOS ™ Elite - Bucket 12	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 12 is for law enforcement agencies with up to 2500 sworn officers in approved headcount.	FlockOS_Elite_bucket12	$120,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ Elite - Bucket 13	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 13 is for law enforcement agencies with up to 3000 sworn officers in approved headcount.	FlockOS_Elite_bucket13	$130,000.00
Flock	FlockOS ™ Elite - State LE	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. State LE is for state law enforcement entities (DPS, DOC, etc)	FlockOS_Elite_stateLE	$80,000.00
Flock	FlockOS ™ Elite - Bucket 14	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 14 is for law enforcement agencies with up to 3500 sworn officers in approved headcount.	FlockOS_Elite_bucket14	$140,000.00
Flock	FlockOS ™ Elite - Bucket 15	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 15 is for law enforcement agencies with up to 4000 sworn officers in approved headcount.	FlockOS_Elite_bucket15	$150,000.00
Flock	FlockOS ™ Elite - Bucket 16	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 16 is for law enforcement agencies with up to 4500 sworn officers in approved headcount.	FlockOS_Elite_bucket16	$160,000.00
Flock	FlockOS ™ Elite - Bucket 2	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 2 is for law enforcement agencies with up to 25 sworn officers in approved headcount.	FlockOS_Elite_bucket2	$7,500.00
Flock	FlockOS ™ Elite - Bucket 3	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 3 is for law enforcement agencies with up to 50 sworn officers in approved headcount.	FlockOS_Elite_bucket3	$15,000.00
Flock	FlockOS ™ Elite - Bucket 4	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 4 is for law enforcement agencies with up to 100 sworn officers in approved headcount.	FlockOS_Elite_bucket4	$20,000.00
Flock	FlockOS ™ Elite - Bucket 5	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 5 is for law enforcement agencies with up to 200 sworn officers in approved headcount.	FlockOS_Elite_bucket5	$30,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ Elite - Bucket 6	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 6 is for law enforcement agencies with up to 300 sworn officers in approved headcount.	FlockOS_Elite_bucket6	$40,000.00
Flock	FlockOS ™ Elite - Bucket 7	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 7 is for law enforcement agencies with up to 500 sworn officers in approved headcount.	FlockOS_Elite_bucket7	$60,000.00
Flock	FlockOS ™ Elite - Bucket 8	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 8 is for law enforcement agencies with up to 700 sworn officers in approved headcount.	FlockOS_Elite_bucket8	$75,000.00
Flock	FlockOS ™ Elite - Bucket 9	1 year subscription pricing; minimum contract length 2 years; FlockOS Elite helps you build your Realtime Center. Bucket 9 is for law enforcement agencies with up to 1000 sworn officers in approved headcount.	FlockOS_Elite_bucket9	$90,000.00
Flock	FlockOS ™ Essentials - Bucket 1	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 1 is for law enforcement agencies with up to 15 sworn officers in approved headcount.	FlockOS_Basic_bucket1	$6,000.00
Flock	FlockOS ™ Essentials - Bucket 10	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 10 is for law enforcement agencies with up to 1500 sworn officers in approved headcount.	FlockOS_Basic_bucket10	$60,000.00
Flock	FlockOS ™ Essentials - Bucket 11	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 11 is for law enforcement agencies with up to 2000 sworn officers in approved headcount.	FlockOS_Basic_bucket11	$66,000.00
Flock	FlockOS ™ Essentials - Bucket 12	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 12 is for law enforcement agencies with up to 2500 sworn officers in approved headcount.	FlockOS_Basic_bucket12	$72,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ Essentials – Bucket 13	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 13 is for law enforcement agencies with up to 3000 sworn officers in approved headcount.	FlockOS_Basic_bucket13	$78,000.00
Flock	FlockOS ™ Essentials – State LE	1 year subscription pricing; minimum contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. State LE is for state law enforcement entities (DPS, DOC, etc).	FlockOS_Basic_stateLE	$48,000.00
Flock	FlockOS ™ Essentials – State Non LE	1 year subscription pricing; minimum contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. State Non LE is for state entities that are not sworn.	FlockOS_Basic_state_Non_LE	$30,000.00
Flock	FlockOS ™ Essentials – Bucket 2	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 2 is for law enforcement agencies with up to 25 sworn officers in approved headcount.	FlockOS_Basic_bucket2	$12,000.00
Flock	FlockOS ™ Essentials – Bucket 3	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Essentials requires hardware purchase. Bucket 3 is for law enforcement agencies with up to 50 sworn officers in approved headcount.	FlockOS_Basic_bucket3	$18,000.00
Flock	FlockOS ™ Essentials – Bucket 4	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 4 is for law enforcement agencies with up to 100 sworn officers in approved headcount.	FlockOS_Basic_bucket4	$24,000.00
Flock	FlockOS ™ Essentials – Bucket 5	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 5 is for law enforcement agencies with up to 200 sworn officers in approved headcount.	FlockOS_Basic_bucket5	$30,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	FlockOS ™ Essentials – Bucket 6	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 6 is for law enforcement agencies with up to 300 sworn officers in approved headcount.	FlockOS_Basic_bucket6	$36,000.00
Flock	FlockOS ™ Essentials – Bucket 7	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 7 is for law enforcement agencies with up to 500 sworn officers in approved headcount.	FlockOS_Basic_bucket7	$42,000.00
Flock	FlockOS ™ Essentials – Bucket 8	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 8 is for law enforcement agencies with up to 700 sworn officers in approved headcount.	FlockOS_Basic_bucket8	$48,000.00
Flock	FlockOS ™ Essentials – Bucket 9	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 9 is for law enforcement agencies with up to 1000 sworn officers in approved headcount.	FlockOS_Basic_bucket9	$54,000.00
Flock	FlockOS ™ Essentials – Bucket 14	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 14 is for law enforcement agencies with up to 3500 sworn officers in approved headcount.	FlockOS_Basic_bucket14	$84,000.00
Flock	FlockOS ™ Essentials – Bucket 15	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 15 is for law enforcement agencies with up to 4000 sworn officers in approved headcount.	FlockOS_Basic_bucket15	$90,000.00
Flock	FlockOS ™ Essentials – Bucket 16	1 year subscription pricing; min contract length 2 years; FlockOS Essentials gets you access to the nationwide network of Flock LPR cameras with unlimited users. Bucket 16 is for law enforcement agencies with up to 4500 sworn officers in approved headcount.	FlockOS_Basic_bucket16	$96,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	Flock Safety Falcon ® Flex	1 year subscription, preferred contract length 2-5 years; Battery powered, Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology Falcon Flex is self install by the customer.	falcon_flex	$3,500.00
Flock	Flock Safety Falcon ® Flex Bundle	1 year subscription, preferred contract length 2-5 years; Min bundle of (5) Falcon Flex cameras with Solar, AC or DC adapter; Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology.	falcon_flex_bundle	$5,000.00
Flock	Flock Safety Falcon ® LR	1 year subscription, preferred contract length 2-5 years; Law enforcement grade, long range and high vehicle speed license plate recognition camera. AC Power Only. Includes 30 days storage.	Falcon_Highway	$5,000.00
Flock	Solar Falcon ® LR	1 year subscription, preferred contract length 2-5 years; Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology. Solar Power only. Includes 30 days storage.	solar_falcon_lr	$5,000.00
Flock	Flock Safety Falcon ®	1 year subscription, preferred contract length 2-5 years; Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology. Includes 30 days storage.	Falcon_Camera	$3,000.00
Flock	Termination Fee	Camera removal fee for early termination of contract	retrieve_camera	$500.00
Flock	Battery Pack Replacement	One-time fee for replacement of an external battery pack.	Batt_Pack_Replacement	$750.00
Flock	Camera Replacement	One-time fee for replacement of a camera if damaged or stolen	Camera_Replacement	$800.00
Flock	Falcon Flex Replacement	One-time fee for replacement of Falcon Flex if damaged or stolen	FalconFlex_Replacement	$1,500.00
Flock	Pole Replacement	Pole Replacement	pole_replacement	$500.00
Flock	Advanced Pole Replacement	One-time fee for replacement of an advanced pole location	adv_pole_replacement	$5,000.00
Flock	Flock Safety Condor Fixed, Solar with Solar Power Boost	Condor Fixed, Solar with Power Boost, includes 30 days edge storage	solar_condor_fixed_lte_power_boost	$3,750.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	Flock Safety Condor ™ Fixed Camera w/ LTE Service	1 year subscription, preferred contract length 2-5 years; Law enforcement grade live streamed fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety	Condor_Fixed_LTE_Service	$3,000.00
Flock	Flock Safety Condor ™ PTZ w/ LTE Service	1 year subscription, preferred contract length 2-5 years; Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.	Condor_PTZ_LTE	$3,000.00
Flock	Flock Safety Solar Condor ™ Fixed	Condor Fixed, Solar, includes 30 days edge storage	solar_condor_fixed_lte	$3,250.00
Flock	Flock Safety Wing ™ LPR	1 year subscription, preferred contract length 2-5 years; Wing software integration transforms traditional IP cameras into Flock Safety enabled LPR cameras. Includes Vehicle Fingerprint ™ computer vision	wing_integration	$1,500.00
Flock	Two Condor ™ Fixed Solar	2 Condor Fixed, Solar, includes 30 days edge storage	dual_solar_condor_fixed_lte	$5,200.00
Flock	Two Condor ™ Fixed with Solar Boost	2 Condor Fixed, Solar with Power Boost, includes 30 days edge storage	dual_solar_condor_fixed_lte_power_boost	$5,700.00
Flock	Flock Safety Wing ™ Cloud Live 10 - 99 streams	1 year subscription price; minimum subscription of 2 year. Live Only, priced per stream. 10-99 Streams	wing_cloud_live_only	$30.00
Flock	Flock Safety Wing ™ Cloud Live 100+ streams	1 year subscription price; minimum subscription of 2 year. Live Only, priced per stream. 100+ streams	wing_cloud_live_only	$22.00
Flock	Flock Safety Wing ™ Cloud Replay 10 - 99 streams	1 year subscription price; minimum subscription of 2 year. Replay. Priced per stream. Includes 7 days worth of storage. 10-99 streams	wing_cloud_replay	$160.00
Flock	Flock Safety Wing ™ Cloud Replay 100+ streams	1 year subscription price; minimum subscription of 2 year. Replay. Priced per stream. Includes 7 days worth of storage. 100+ streams	wing_cloud_replay	$130.00
Flock	Flock Safety Wing ™ Gateway - 128 Streams	1 year subscription, preferred contract length 2-5 years; Gateway - 128 streams, includes 4 TB of data (up to 14 days)	wing_gateway_128_streams	$8,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	Flock Safety Wing ™ Gateway - 16 Streams	1 year subscription, preferred contract length 2-5 years; Gateway - 16 streams, includes 4 TB of data (up to 14 days)	wing_gateway_16_streams	$600.00
Flock	Flock Safety Wing ™ Gateway - 32 Streams	1 year subscription, preferred contract length 2-5 years; Gateway - 32 streams, includes 4 TB of data (up to 14 days)	wing_gateway_32_streams	$1,000.00
Flock	Flock Safety Wing ™ Gateway - 8 Streams	1 year subscription, preferred contract length 2-5 years; Gateway - 8 streams, includes 4 TB of data (up to 14 days)	wing_gateway_8_streams	$300.00
Flock	Wing VMS 10-99 Streams	1 year subscription price. 2 year subscription minimum. Pricing is per stream. 10-99 streams	wing_VMS_10-99	$30.00
Flock	Wing VMS 100-249 Streams	1 year subscription price. 2 year subscription minimum. Pricing is per stream. 100-249 streams	wing_VMS_100-249	$24.00
Flock	Wing VMS 1000+ Streams	1 year subscription price. 2 year subscription minimum. Pricing is per stream. 1000+ streams	wing_VMS_1000_plus	$22.00
Flock	Wing VMS 250 - 999 Streams	1 year subscription price. 2 year subscription minimum. Pricing is per stream. 250 - 999 streams	wing_VMS_250-999	$23.00
Flock	Wing VMS 4-99 streams Non LE	Non LE. 1 year subscription price. 2 year subscription minimum. Pricing is per stream. 4-99 Streams	wing_VMS_4-99_NonLE	$45.00
Flock	Wing VMS 100-249 streams Non LE	Non LE. 1 year subscription price. 2 year subscription minimum. Pricing is per stream. 100-249 streams	wing_VMS_100-249_NonLE	$40.00
Flock	Wing VMS 250-999 streams Non LE	Non LE. 1 year subscription price. 2 year subscription minimum. Pricing is per stream. 250-999 streams	wing_VMS_250-999_NonLE	$38.00
Flock	Wing VMS 1000+ Streams Non LE	Non LE. 1 year subscription price. 2 year subscription minimum. Pricing is per stream. 1000+ streams	wing_VMS_1000plus_NonLE	$36.00
Flock	Wing Gateway 8 Streams - Non LE	Non LE 1 year subscription, preferred contract length 2-5 years; Gateway - 8 streams, includes 4 TB of data (up to 14 days)	wing_gateway_8_streams_NonLE	$1,160.00
Flock	Wing Gateway 16 Streams - Non LE	Non LE 1 year subscription, preferred contract length 2-5 years; Gateway - 16 streams, includes 4 TB of data (up to 14 days)	wing_gateway_16_streams_NonLE	$1,728.00
Flock	Wing Gateway 32 Streams - Non LE	Non LE 1 year subscription, preferred contract length 2-5 years; Gateway - 32 streams, includes 4 TB of data (up to 14 days)	wing_gateway_32_streams_NonLE	$2,624.00
Flock	Flock Safety Wing ™ Cloud Live 4-99 streams - Non LE	1 year subscription price; minimum subscription of 2 year. Live Only, priced per stream. 4-99 streams	wing_cloud_live_only_4-99_NonLE	$45.00
Flock	Flock Safety Wing ™ Cloud Live 100-249 streams - Non LE	1 year subscription price; minimum subscription of 2 year. Live Only, priced per stream. 100-249 streams	wing_cloud_live_only_100-249_NonLE	$40.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Flock	Flock Safety Wing ™ Cloud Live 250-999 streams - Non LE	1 year subscription price; minimum subscription of 2 year. Live Only, priced per stream. 250-999 streams	wing_cloud_live_only_250-999_NonLE	$38.00
Flock	Flock Safety Wing ™ Cloud Live 1000+ streams - Non LE	1 year subscription price; minimum subscription of 2 year. Live Only, priced per stream. 1000+ streams	wing_cloud_live_only_1000plus_NonLE	$36.00
Flock	Flock Safety Wing ™ Cloud Replay 4-99 streams. Non LE	Non LE. 1 year subscription price; minimum subscription of 2 year. Replay. Priced per stream. Includes 7 days worth of storage. 4-99 streams	wing_cloud_replay_4-99_NonLE	$265.00
Flock	Flock Safety Wing ™ Cloud Replay 4-99 streams. Non LE	Non LE. 1 year subscription price; minimum subscription of 2 year. Replay. Priced per stream. Includes 7 days worth of storage. 100-249 streams	wing_cloud_replay_100-249_NonLE	$232.00
Flock	Flock Safety Wing ™ Cloud Replay 4-99 streams. Non LE	Non LE. 1 year subscription price; minimum subscription of 2 year. Replay. Priced per stream. Includes 7 days worth of storage. 250-999 streams	wing_cloud_replay_250-999_NonLE	$225.00
Flock	Flock Safety Wing ™ Cloud Replay 4-99 streams. Non LE	Non LE. 1 year subscription price; minimum subscription of 2 year. Replay. Priced per stream. Includes 7 days worth of storage. 1000+ streams	wing_cloud_replay_1000plus_NonLE	$217.00
Flock	Condor Expansion Bundle	Expansion offer: 1 Condor Fixed, Solar co-located on existing Falcon pole	solar_condor_expansion	$2,000.00
Flock	Condor Expansion Bundle	Expansion offer: 1 Condor Fixed, Solar co-located on existing Falcon pole with Solar Power Boost	solar_condor_expansion_boost	$2,500.00
Flock	Condor Expansion Bundle	1 Condor Fixed, Solar and 1 Falcon co-located on same pole	condor_falcon_bundle	$5,000.00
Flock	Condor Expansion Bundle	1 Condor Fixed, Solar and 1 Falcon co-located on same pole with Solar Power Boost	condor_falcon_bundle_boost	$5,500.00
Flock	Condor Expansion Bundle	Intersection Bundle 1: 4 Falcon, AC and 2 Condor Fixed, AC	condor_falcon_intersection_bundle	$7,500.00
Aerodome	DFR 1.0	1 year subscription: M350 Drone, H20T/H30T, 16 TB65 Batteries, DFR Software Suite, Integrations, 40 hrs / wk of RPIC Coverage, Aerodome Regulatory Services, SOP/CONOP Development, Training, Other Aerodome Services	AD-1	$196,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Aerodome	DFR 2.0	1 year subsciption w/ hardware lease: M350, H20T\H30T, 16 TB65 Batteries, Atlas 350 Battery Swapping DFR Docking Station, DFR software suite, integrations, 3D Radar, Aerodome regulatory services, SOP/CONOP Development, training, and other Aerodome services	AD-21	$336,811.00
Aerodome	DFR 2.0	3 year subscription w/ hardware lease: M350, H20T/H30T, 16 TB65 Batteries, Atlas 350 Battery Swapping DFR Docking Station, DFR Software Suite, Integrations, 3D Radar, Aerodome Regulatory Services, SOP/CONOP Development, Training, Other Aerodome Services	AD-23	$307,133.00
Aerodome	DFR 2.0	1 year subscription w/hardware lease: M350, H20T\H30T, 16 TB65 Batteries, Atlas 350 Battery Swapping DFR Docking Station, DFR Software Suite	AD-211	$194,613.00
Aerodome	DFR 2.0	3 year subscription w/ hardware lease: M350, H20T\H30T, 16 TB65 Batteries, Atlas 350 Battery Swapping DFR Docking Station, DFR Software Suite	AD-231	$150,715.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (0-10,000)	Assist_Plus_10	$5,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (10,000-30,000)	Assist_Plus_30	$6,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (30,000 and 50,000)	Assist_Plus_50	$7,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (50,000 and 80,000)	Assist_Plus_80	$8,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (80,000 and 100,000)	Assist_Plus_100	$9,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (100,000 and 120,000)	Assist_Plus_120	$10,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (120,000 and 150,000)	Assist_Plus_150	$11,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (150,000 and 180,000)	Assist_Plus_180	$12,200.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (180,000 and 210,000)	Assist_Plus_210	$14,200.00
Prepared	Cloud - Managed by Vendor (Annual or Multi-Year Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (210,000 and 240,000)	Assist_Plus_240	$16,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (240,000 and 270,000)	Assist_Plus_270	$18,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (270,000 and 300,000)	Assist_Plus_300	$20,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (300,000 and 350,000)	Assist_Plus_350	$22,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (350,000 and 400,000)	Assist_Plus_400	$24,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (400,000 and 450,000)	Assist_Plus_450	$26,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (450,000 and 500,000)	Assist_Plus_500	$28,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (500,000 and 550,000)	Assist_Plus_550	$30,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (550,000 and 600,000)	Assist_Plus_600	$34,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (600,000 and 650,000)	Assist_Plus_650	$38,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (650,000 and 700,000)	Assist_Plus_700	$42,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (700,000 and 800,000)	Assist_Plus_800	$46,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (800,000 and 900,000)	Assist_Plus_900	$48,200.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (900,000 and 1,000,000)	Assist_Plus_1000	$50,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (1,000,000 and 1,100,000)	Assist_Plus_1100	$52,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Plus Annual Subscription; Call Volume (1,100,000 and 1,300,000)	Assist_Plus_1300	$54,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (0-10,000)	Assist_Pro_10	$6,500.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (10,000-30,000)	Assist_Pro_30	$19,500.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (30,000 and 50,000)	Assist_Pro_50	$30,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (50,000 and 80,000)	Assist_Pro_80	$46,400.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (80,000 and 100,000)	Assist_Pro_100	$58,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (100,000 and 120,000)	Assist_Pro_120	$69,600.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (120,000 and 150,000)	Assist_Pro_150	$84,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (150,000 and 180,000)	Assist_Pro_180	$99,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (180,000 and 210,000)	Assist_Pro_210	$115,500.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (210,000 and 240,000)	Assist_Pro_240	$132,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (240,000 and 270,000)	Assist_Pro_270	$145,800.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (270,000 and 300,000)	Assist_Pro_300	$165,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (300,000 and 350,000)	Assist_Pro_350	$185,500.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (350,000 and 400,000)	Assist_Pro_400	$208,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (400,000 and 450,000)	Assist_Pro_450	$234,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (450,000 and 500,000)	Assist_Pro_500	$260,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (500,000 and 550,000)	Assist_Pro_550	$275,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (550,000 and 600,000)	Assist_Pro_600	$288,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (600,000 and 650,000)	Assist_Pro_650	$312,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (650,000 and 700,000)	Assist_Pro_700	$322,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (700,000 and 800,000)	Assist_Pro_800	$352,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (800,000 and 900,000)	Assist_Pro_900	$396,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (900,000 and 1,000,000)	Assist_Pro_1000	$430,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (1,000,000 and 1,100,000)	Assist_Pro_1100	$440,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Pro Annual Subscription; Call Volume (1,100,000 and 1,300,000)	Assist_Pro_1300	$520,000.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (0-10,000)	Assist_Unlimited_10	$8,450.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (10,000-30,000)	Assist_Unlimited_30	$25,350.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist UnlimitedAnnual Subscription; Call Volume (30,000 and 50,000)	Assist_Unlimited_50	$39,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (50,000 and 80,000)	Assist_Unlimited_80	$60,320.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (80,000 and 100,000)	Assist_Unlimited_100	$75,400.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (100,000 and 120,000)	Assist_Unlimited_120	$90,480.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (120,000 and 150,000)	Assist_Unlimited_150	$109,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (150,000 and 180,000)	Assist_Unlimited_180	$128,700.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (180,000 and 210,000)	Assist_Unlimited_210	$138,600.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (210,000 and 240,000)	Assist_Unlimited_240	$158,400.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (240,000 and 270,000)	Assist_Unlimited_270	$174,960.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (270,000 and 300,000)	Assist_Unlimited_300	$198,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (300,000 and 350,000)	Assist_Unlimited_350	$222,600.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (350,000 and 400,000)	Assist_Unlimited_400	$249,600.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (400,000 and 450,000)	Assist_Unlimited_450	$280,800.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (450,000 and 500,000)	Assist_Unlimited_500	$312,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (500,000 and 550,000)	Assist_Unlimited_550	$316,250.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (550,000 and 600,000)	Assist_Unlimited_600	$331,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (600,000 and 650,000)	Assist_Unlimited_650	$358,800.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (650,000 and 700,000)	Assist_Unlimited_700	$370,300.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (700,000 and 800,000)	Assist_Unlimited_800	$404,800.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (800,000 and 900,000)	Assist_Unlimited_900	$455,400.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (900,000 and 1,000,000)	Assist_Unlimited_1000	$494,500.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (1,000,000 and 1,100,000)	Assist_Unlimited_1100	$506,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared Assist Unlimited Annual Subscription; Call Volume (1,100,000 and 1,300,000)	Assist_Unlimited_1300	$598,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; Up to 15 First Responders	OnScene_15	$3,600.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 16-25 First Responders	OnScene_25	$5,400.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 26-50 First Responders	OnScene_50	$10,800.00

BRAND	CATEGORY	PRODUCT DESCRIPTION	PART NUMBER	MSRP/List Price
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 51-100 First Responders	OnScene_100	$15,600.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 101-200 First Responders	OnScene_200	$28,800.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 201-300 First Responders	OnScene_300	$36,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 301-500 First Responders	OnScene_500	$54,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 501-700 First Responders	OnScene_700	$67,200.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 701-1,000 First Responders	OnScene_1000	$75,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 1,001-1,500 First Responders	OnScene_1500	$99,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 1,501-2,000 First Responders	OnScene_2000	$126,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 2,001-2,500 First Responders	OnScene_2500	$150,000.00
Prepared	Cloud - Managed by Vendor (Monthly, Daily, or Hourly Subscription)	Prepared OnScene Annual Subscription; 2,501-3,000 First Responders	OnScene_3000	$180,000.00

Price Sheet for Related Services		
Related Services	MSRP/List Price	Discount from
Example: Maintenance	*Example: $2,000.00*	*Example: 50%*
Example: Server Installation	*Example: $1,000.00*	*Example: 25%*
Additional Trip - Additional signage installation (elective)	$350.00	10%
Additional Trip - Angle adjustment (elective)	$350.00	10%
Additional Trip - Other	$350.00	10%
Advanced Pole Relocation (non AC powered)	$5,000.00	10%
Camera Relocation for Falcon (non AC powered)	$350.00	10%
Coastal Mash Pole Install Fee* does not include AC power connection and/or electrician services	$2,750.00	10%
Community Program Implementation Fee 100-800	$20,000.00	10%
Community Program Implementation Fee 20-160	$10,000.00	10%
Community Program Implementation Fee 50-400	$20,000.00	10%
Condor Install Fee* does not include AC power connection and/or electrician services	$750.00	10%
Existing Infrastructure for Falcon* does not include AC power connection and/or electrician services	$150.00	10%
Implementation Fee Electrical Services	$1,250.00	10%
Implementation Fee Electrical Subscription	$1,000.00	10%
Implementation Fee Standard Mash Pole (one time) *does not include AC power connection and/or	$1,250.00	10%
Install Fee Falcon LR* does not include AC power connection and/or electrician services	$1,000.00	10%
LPR Integration Setup	$500.00	10%
Relocation Fee Flock Pole (non AC powered)	$750.00	10%
Solar Install Fee* does not include AC power connection and/or electrician services	$750.00	10%
Standard Flock Pole Install Fee for Falcon* does not include AC power connection and/or electrician	$650.00	10%
Two Condor Bundle Install* does not include AC power connection and/or electrician services	$900.00	10%
Wing Gateway Implementation Fee	$500.00	10%
Wing Implementation fee per stream, 10 stream minimum	$50.00	10%
Wing Replay Site Connection	$500.00	10%
Wing System Connect Implementation	$1,500.00	10%
Professional Services - Customer Training for 12 months	$25,000.00	10%
PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.		

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Weapons and Threat Detection Equipment, Services, and Other Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating

Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and

prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary

corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, to the best of their ability, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes **No**

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes **No**

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes **No**

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes **No**

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes **No**

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

N/A

I. Describe how supplier differentiates itself from its competitors.

Flock Safety distinguishes itself from competitors primarily by its centralized, cloud-based data storage system, which allows for comprehensive vehicle identification beyond just license plates, utilizing "Vehicle Fingerprint" technology to capture unique car features like roof racks or wheels, and by offering a large network of cameras across various locations, creating a broader surveillance picture for law enforcement compared to more targeted ALPR systems

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Xb. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

ξ OMNIA Partners standard logo;

ξ Copy of original Request for Proposal;

ξ Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;

ξ Summary of Products and pricing;

ξ Marketing Materials

ξ Electronic link to OMNIA Partners' website including the online registration page;

ξ A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$___0____.00 in year one
$___0____.00 in year two
$___0____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Flock Group Inc

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signed by:

Mark Smith

AC5C931454C24F3...

Signature of vendor doing business with the governmental entity

11/21/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1241685

Date Filed:
11/21/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Flock Group Iin
Atlanta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Omnia Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
0000
ALPR Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Langley, Garrett	Atlanta, GA United States	X	
Feury, Matt	Atlanta, GA United States	X	
Sukhar, Ilya	San Francisco, CA United States	X	
Clayton, Alex	San Francisco, CA United States	X	
Ulevitch, David	New York, NY United States	X	
Herendeen, Julie	San Francisco, CA United States	X	
Ceran, Jennifer	San Francisco, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mark Smith, and my date of birth is 30 Sept 1970.

My address is 226 Sterling Avenue (street), Pacifica (city), CA (state), 94044 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Mateo County, State of California, on the 21st day of November (month), 2024 (year).

Signed by:
Mark Smith
AC5C931454C24F3...

Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: 3D2CACC0-CA76-4A0D-AC7B-B15538BBE693

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____

_____

_____

Address _____

_____

_____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

Signed by:
Mark Smith
AC5C931454C24F3...

_____
Signature

Mark Smith

_____
Printed Name

General Counsel

_____
Position with Company

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Appendix C, DOC # 4

T

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Mark Smith, as an authorized representative of Flock Group Inc., a contractor engaged by Insert Name of Company Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is

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no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signed by:
Mark Smith
AC5C931454C24F3...

Signature of Named Authorized Company Representative

Date 21 November 2024

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award. (c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section: (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs). (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

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Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

Version June 26, 2024

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data

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or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services". (d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section. (e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer. (i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. (ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

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(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. *Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract. Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein. Initial MS

Does offeror agree to abide by the above? YES Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions. Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

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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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

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of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly. Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror **RECORD RETENTION REQUIREMENTS FOR CONTRACTS**

INVOLVING FEDERAL FUNDS

Version June 26, 2024

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH) Initial MS

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES:

Version June 26, 2024

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: Initial MS

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. Check for YES: Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror _____

Offeror's Name: Flock Safety Address, City, State, and Zip Code: 1170 Howell Mill Road NW, Ste 210, Atlanta, GA 30318 Phone Number: 866-901-1781
Fax Number: N/A

Printed Name and Title of Authorized Representative: Mark Smith - General Counsel and Secretary

Email Address: mark.smith@flocksafety.com

Signature of Authorized Representative: Mark Smith AC5C931454C24F3...

Date: 21 November 2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Initial MS

Does offeror agree? YES Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Initial MS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YES Initials of Authorized Representative of offeror _____

COMMUNITY DEVELOPMENT BLOCK GRANTS

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract. MS

Does offeror agree? YES Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Flock Safety

Address, City, State, and Zip Code: 1170 Howell Mill Road NW, Ste 210, Atlanta, GA 30318

Phone Number: 866-901-1781 Fax Number: N/A

Printed Name and Title of Authorized Representative: Mark Smith - General Counsel and Secretary

Email Address: mark.smith@flocksafety.com Mark Smith AC5C931454C24F3...

Signature of Authorized Representative: _____

Date: 21 November 2024

Version June 26, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to: 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the: a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7 c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps: 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses 1.

CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60- 1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause: Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount. 3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal

entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
Mark Smith
AC5C931454C24F3...

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official: Mark Smith - General Counsel and Secretary

Date 21 November 2024

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

(2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: ____Flock Safety_____

Address, City, State, and Zip Code: 1170 Howell Mill Road NW, Ste 210, Atlanta, GA 30318

Phone Number: ____866-901-1781_____ Fax Number: _____N/A_____

Printed Name and Title of Authorized Representative: Mark Smith - General Counsel and Secretary

Email Address: ____mark.smith@flocksafety.com_____

Signature of Authorized Representative: Signed by: Mark Smith AC5C931454C24F3...

Date: 21 November 2024

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Docusign Envelope ID: 36CC73A0-87BD-4B9F-9A04-94D6B8536D0B

Date Authorized 21 November 2024

Signed by:
Mark Smith
AC5C931454C24F3...

Signature

Title: General Counsel and Secretary

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ CALIFORNIA

County of SAN MATEO ss:

I, MARK SMITH (name of affiant) residing in PACIFICA (name of municipality)
in the County of SAN MATEO and State of CALIFORNIA of
full age, being duly sworn according to law on my oath depose and say that:

I am GENERAL COUNSEL & SECRETARY (title or position) of the firm of FLOCK GROUP INC (name of firm)
the bidder making this Proposal for the
bid entitled ~~OMNIA PARTNERS PUBLIC SECTOR~~ Requirements for Next Gen Cop Contact (title of bid proposal) RFP, and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the
OMNIA PARTNERS, PUBLIC SECTOR, INC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by N/A.

Subscribed and sworn to before me this day ____, 20____

Signature _____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Flock Safety
Street: 1170 Howell Mill Road NW, Ste 210
City, State, Zip Code: Atlanta, GA 30318

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

15 NOV 2024
Date

Authorized Signature
Mark Smith - General Counsel and Secretary

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Flock Safety		
Address:	1170 Howell Mill Road NW, Ste 210		
City:	Atlanta	State: GA	Zip:30318

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Mark Smith	General Counsel and Secretary
	MARK SMITH	GENERAL COUNSEL & SECRETARY

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

D Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ X Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: MATRIX PARTNERS Home Address: 535 MISSION STREET SUITE 2600 SAN FRANCISCO, CA 94105	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this day of , 2_.

(Notary Public)

My Commission expires:

(Affiant)

MARK SMITH GENERAL COUNSEL & SECRETARY
(Print name & title of affiant)

(Corporate Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

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Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this day of , 2_.

(Notary Public)

My Commission expires:

(Affiant)

MARK SMITH GENERAL COUNSEL & SECRETARY
(Print name & title of affiant)

(Corporate Seal)

DOC #
PAGE 5

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Weapons Threat Detection Equipment Services other Solutions
VENDOR NAME: Flock Safety

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities Relationship to Vendor/ Bidder Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein, that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 15 NOV 2024

MARK SMITH GENERAL COUNSEL & SECRETARY

Mark Smith - General Counsel and Secretary

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

■ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date: 15 NOV 2024

Mark Smith - General Counsel and Secretary

MARK SMITH GENERAL COUNSEL & SECRETARY

Vendor's FEIN: 820594875

Flock Safety

Vendor's Phone Number: 866-901-1781

Vendor's Address: 1170 Howell Mill Road NW, Ste 210,

Vendor's Fax Number: N/A

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	FLOCK GROUP INC.
Trade Name:	
Address:	1170 HOWELL MILL ROAD NW SUITE 210 ATLANTA, GA 30318
Certificate Number:	2445202
Effective Date:	April 27, 2020
Date of Issuance:	November 19, 2024

For Office Use Only:

20241119105638796

Return

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Mark Smith_____ Title: General Counsel and Secretary_____

Signature: _____ Date: 15 NOV 2024

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: REQUIREMENTS FOR NATIONAL COOP CONTRACT
VENDOR NAME: FLOCK GROUP INC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

■ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

15 NOV 2024
Date

Print Name and Title: Mark Smith - General Counsel and Secretary

Most of our hardware is encased in plastic and are thus IK07.

Flock Safety + CA - Madera PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

Created Date: 05/01/2025
Expiration Date: 05/31/2025
Quote Number: Q-138845
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 330 S C St Madera, California 93638

Ship To: 330 S C St Madera, California 93638

Billing Company Name: CA - Madera PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$22,800.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$617.50	1	$617.50
Professional Services - Existing Infrastructure Implementation Fee	$142.50	7	$997.50

Subtotal Year 1:	$24,415.00
Annual Recurring Subtotal:	$22,800.00
Discounts:	$2,485.00
Estimated Tax:	$0.00
Contract Total:	$47,215.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: OMNIA Contract #RS250203

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$24,415.00
Annual Recurring after Year 1	$22,800.00
Contract Total	$47,215.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	$2,400.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$85.00

Product and Services Description

FlockOS Features	Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: D-1

SUBJECT:

Contractor Services Agreement with EMTS Inc. for Professional Landscape Maintenance Services

RECOMMENDATION:

1. Adopt a Resolution awarding a Contractor Services Agreement under Request for Proposal (RFP) No. 202425-15 to EMTS Inc, dba Elite Maintenance & Tree Services, for Professional Landscape Maintenance Services in the amount of $294,457.56, for the Downtown District, certain City facilities & non-medians, and median islands
2. Adopt a Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $5,790

SUMMARY:

On March 19, 2025, the City received four proposals from interested contractors vying for the opportunity to provide professional landscape maintenance services for the Downtown District, certain City facilities and non-medians, and several median islands throughout the City. The submitted proposals were in response to RFP No. 202425-15, released on Wednesday, February 19, 2025.

Staff is recommending awarding RFP No. 202425-15 to EMTS in the amount of $294,457.56. The agreement will be for a period of three years, with the option to extend the terms of the agreement for two additional years with mutual consent.

DISCUSSION:

The City has historically retained contractors to perform landscape maintenance work at several City-owned properties, including the Downtown area, certain City facilities, and City median islands. These are broken into the three following groups.

- **Group 1** is the Downtown area map, which includes the areas north to south between North A Street to South E Street, and east to west from East 5th Street to East 6th Street.
- **Group 2** includes maps for non-medians and certain City facilities including, but not limited to, City Hall, Corporation Yard, Police Department, Frank Bergon Senior Center, and John Wells Youth Center.
- **Group 3** includes such City medians along Yosemite Avenue, Gateway Drive, Howard Road, and Cleveland Avenue.

Detailed maps of the service areas are included in this report, as Attachment 2.

The current contractor, EMTS, has maintained the areas within the program since 2020. Specifically, EMTS was awarded the agreement on February 19, 2020, under RFP 201920-08 at $200,880/year. At the time, EMTS came in as the lowest proposal, scoring at the top in nearly all categories reviewed, as part of the proposal's evaluation. The agreement was set for three years, with the option of a two-year extension with mutual written consent. On February 15, 2023, the Council approved Amendment No. 1 to the agreement for the two-year extension, extending the agreement through February 20, 2025. The agreement was increased to $224,985.60/year for the two-year extension.

On February 5, 2025, the Council approved a 90-day extension to the agreement through May 21, 2025, to allow for finalization of RFP No. 202425-15 and submittals. The agreement's fee costs remained unchanged.

As a result, on February 19, 2025, RFP No. 202425-15 for Professional Landscape Maintenance Services was published.

Review Process

With the RFP publicly released on February 19, 2025, responses to the RFP were due on March 19, 2025. The Procurement Manager reviewed the four proposals submitted initially for compliance with requirements, completeness, and responsiveness. They were then forwarded to a review committee for scoring and ranking, without the cost proposal totals. A committee of staff from the Parks and Community Services Department, the Public Works Department, and the Finance Department reviewed the proposals submitted. The RFP detailed the evaluations to be rated based on the following criteria:

- Sufficient Experienced Personnel for the Project
- Maintenance Experience
- Approach to Work/Task/Schedules
- References
- Cost Proposal

From these categories, a total score and ranking were provided. The proposals, ranging in fees from $253,500 to $530,520, were ranked by the review committee as detailed below in Table 1. The cost proposal fees were calculated into the final weighted totals. Proposals were numerically scored and ranked using the criteria and weighting described in the RFP. The scores assigned

reflect the extent to which the criteria were evaluated as being fulfilled relative to other proposals. The cost of service presented in the proposals represented only one of the several criteria used in the evaluation of proposals. City Ordinance No. 1015 C.S., Section 2-4-10, makes the provision for an RFP being "generally the preferred option for project-based procurement where the specific scope of services is known in advance and one of the primary criteria will be the best lump sum price for providing services (although experience and qualifications may also be considered)." For RFP 202425-15, the cost proposal was 50% of the evaluation total, with the evaluation criteria as follows:

- Sufficient Experienced Personnel for the Project: 10%
- Maintenance Experience: 10%
- Approach to Work/Tasks/Schedule: 20%
- References: 10%
- Fee: 50%

Table 1: *Proposals Received Ranked by Weighted Totals*

Committee Rank	Firm	Weighted Totals	Cost Proposal per year
1	Elite Maintenance & Tree Services	87.25	$294,457.56
2	Priority Landscaping Services, LLC	82.00	$275,245.32
3	New Image Landscape Company	80.65	$253,500.00
4	Villa Gardening Service, Inc.	59.08	$530,520.00

EMTS was ranked the highest by the review committee out of the four proposals, representing the best value for the City. They scored near the top in all categories evaluated. EMTS would bring the following value to the City:

- EMTS has over 30 years of experience in the landscape industry. They have experiencing providing professional landscape management for commercial landscape area including Homeowners Associations, health care, industrial, retail facilities, and municipalities, including the City of Madera.
- Possess all licensing requirements, including C27 contractor license, DIR registration, Gardener Pest Control license, City of Madera business license, and capability to fulfill insurance criteria and coverage amounts.
- Access to over 225+ team members, providing expertise in landscape management, plants, irrigation systems, watering conditions, erosion control, chemical application, fertigation, arbor care, weed abatement, and pest management.
- Will dedicate a maintenance crew, with a detailed equipment list including vehicle, machinery, and equipment quantity.
- Will dedicate an Irrigation Technician, equipped with their vehicle, machinery and equipment.
- Will dedicate a Spray Technician, also equipped with their vehicle, machinery, and equipment.

- To ensure timely management, should a piece of equipment fail the crews, EMTS has access to both a mobile and in-house mechanic to make the necessary repairs as well as access to rental equipment to prevent any services from stalling.
- EMTS has its headquarters in Clovis and has five branches and additional satellite yards serving Central and Northern California territories.

EMTS is the current contractor providing the landscape maintenance services for the Downtown District, certain City facilities, and several median islands throughout the City. Their current agreement is set to expire May 21, 2025. The current agreement is for $224,985.60.

It is to be noted, during the course of the current agreement with EMTS, they have performed satisfactorily and without issues. They are punctual, complete work as requested, and work closely with the City, communicating their schedule without concerns.

FINANCIAL IMPACT:

The financial impact of the new agreement represents an increase of $69,471.96 per year from the current agreement, as of Amendment No. 1 cost schedule with EMTS. This includes the current cost schedule of $224,985.60 to the new proposed agreement total of $294,457.56. The costs would be broken down into three respective budgets as follows:

- $8,010.96 in City's Parking District Operations budget (4140-0000-6440), funded by the Downtown Association (Group 1)
- $88,988.76 in Parks Maintenance budget (1020-6100-6440), funded by the City's General Fund (Group 2)
- $197,457.84 in Median Landscaping budget (1020-6120-6440), funded by the Gas Tax revenue (Group 3)

Table 2 outlines the cost comparison over the past few years for each of the groups.

Table 2: *Landscape Costs Comparisons – Annual Cost*

	Group 1	Group 2	Group 3	Total Cost
EMTS Agreement Approved February 19, 2020	$5,460	$60,840	$134,580	$200,880
EMTS Amendment No. 1 (Current Cost Schedule)	$6,115.20	$68,140.80	$150,179.60	$224,985.60
RFP No. 202425-15 EMTS Bid Results	$8,010.96	$88,988.76	$197,457.84	$294,457.56

The increase in the agreement results from various items, including a rise in wages, cost of supplies and materials, equipment, fuel, and additional areas of service that the new agreement outlines. Specifically, there were four new areas added, and one map's landscape maintenance needs were expanded beyond the scope of the previous contract. These included:

- Expanding the Police Department site map to include an additional new parking lot and maintenance on the D Street entry/exit side.
- Adding the John Wells Youth Center site excluding the playground and pool
- Adding the Madera Municipal Airport entryway on Airport Drive
- Adding Tiburon Way, from Hampton Drive to Hillsboro Avenue along the Fresno River
- Adding Accornero Street medians, from National Avenue to Sunset Avenue
- Removal of the previous 4th Street and Sunset median map

The total number of areas being covered includes a total of 41 distinct maps versus 38 maps previously serviced.

Since the agreement would be scheduled to terminate on May 21, 2025, a budget adjustment is also being requested to account for the work to be completed through June 30, 2025. While staff budgeted for the services through June 30, 2025, the projections were based on the current agreement totals set to expire May 21, 2025. A budget adjustment would allow staff to account for the difference in the monthly cost, per budget, effective May 22, 2025, through June 30, 2025. Table 3 shows a monthly cost comparison from the current agreement versus the proposed agreement, and the difference needed to account for through June 30, 2025. The additional amount needed would be $5,789.33.

Table 3: *Landscape Costs Comparisons – Total Monthly Cost*

	Group 1	Group 2	Group 3	Total Monthly Cost
EMTS Agreement Cost Per Month – Expiring May 21, 2025	$509.60	$5,678.40	$12,560.80	$18,748.80
EMTS Agreement Cost Per Month – Effective May 22, 2025	$667.58	$7,415.73	$16,454.82	$24,538.13
Difference -/+	+$157.98	+$1,737.33	+$3,894.02	+$5,789.33

The agreement total would be budgeted accordingly in FY 2025/26. The revenue sources for these increases will come from Gas Tax revenue, the Downtown Association, and the City's General Fund.

ALTERNATIVES:

Staff has carefully considered the bids received for the project. An alternative course of action involves rejecting all bids which could potentially lead to several consequences that need to be taken into account.
Rebidding the project introduces uncertainties that may impact the project's overall cost. There is a possibility of receiving higher bids or encountering a lack of additional bids in a subsequent bidding process. This scenario could prolong the timeline for selecting a contractor, which would impact the work needed, either coming to a halt or being reduced significantly, as the work would have to be redirected to the existing Parks Maintenance staff in addition to their regular duties.

ATTACHMENTS:

1. Resolution awarding a Contractor Services Agreement under Request for Proposal (RFP) No. 202425-15 to EMTS Inc, dba Elite Maintenance & Tree Services, for Professional Landscape Maintenance Services in the amount of $294,457.56, for the Downtown District, certain City facilities, and median islands
    a. Exhibit 1 – Contractor Services Agreement
2. Maps of Landscape Maintenance Service Areas
3. Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $5,790
    a. Exhibit A – Budget Amendment

ATTACHMENT 1

Adopt a Resolution awarding a Contractor Services Agreement under Request for Proposal (RFP) No. 202425-15 to EMTS Inc, dba Elite Maintenance & Tree Services, for Professional Landscape Maintenance Services in the amount of $294,457.56, for the Downtown District, certain City facilities, non-medians and median islands

Exhibit 1 – Contractor Services Agreement

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION AWARDING A CONTRACTOR SERVICES AGREEMENT UNDER REQUEST FOR PROPOSAL (RFP) NO. 202425-15 TO EMTS INC, DBA ELITE MAINTENANCE & TREE SERVICES, FOR PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES IN THE AMOUNT OF $294,457.56

WHEREAS, the City of Madera released a Request for Proposals (RFP) No. 202425-15 calling for Professional Landscape Maintenance Services; and

WHEREAS, the RFP No. 202425-15 was released on February 19, 2025; and

WHEREAS, the RFP No. 202425-15 was duly noticed and published accordingly; and

WHEREAS, there were 4 bids received as of March 19, 2025; and

WHEREAS, the 4 bids were evaluated for completeness, responsiveness, and cost; and

WHEREAS, EMTS Inc submitted the most responsive, responsible, and complete proposal at $294,457.56; and

WHEREAS, the City wishes to enter into a Contractor Services Agreement with EMTS Inc for the professional landscape maintenance services; and

WHEREAS, the agreement would be for three years through May 7, 2028, with the option of a two-year extension with written mutual consent.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera does hereby accept the four bids received for this project, finds that EMTS Inc, is the most responsive and responsible bidder, and awards a service agreement contract to EMTS Inc. for the RFP 202425-15 Professional Landscape Maintenance Services project in the amount of $294,457.56 as attached hereto as Exhibit 1.
3. This Resolution is effective immediately upon adoption.

****

Exhibit 1 – Contractor Services Agreement

CONTRACTOR SERVICES AGREEMENT

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND EMTS INC dba Elite Maintenance & Tree Service

This Contractor Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and EMTS INC dba Elite Maintenance & Tree Service ("Contractor"). This Agreement shall be effective on the date signed by City which shall occur after execution by Contractor ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, RFP No 202425-15, to select a Contractor to provide Professional Landscape Maintenance Services.

B. Contractor submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Contractor and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Contractor to perform the requested Services on the basis of Contractor's demonstrated competence and professional qualifications.

D. City desires to retain Contractor, and Contractor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1.
Scope of Services. Contractor shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. *[Note: Scope of Services Exhibit will also include the text from RFP regarding Maintenance Standards and Other Provisions.]*

2. Commencement of Services; Term of Agreement. Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on May 22, 2025, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through May 22, 2028, unless otherwise terminated earlier by one of the parties pursuant

to Section 16 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 21 of this Agreement.

(a) Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors assigned to perform the Services under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Contractor.

3. Compensation for Services. City shall compensate Contractor for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. Both parties agree that Contractor's total compensation under this Agreement shall not exceed $294,457.56.

(b) Each month Contractor shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Contractor contracts.

(c) City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Contractor of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Contractor for work performed under this Agreement shall not be deemed to waive any defects in work performed by Contractor.

4. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be

deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor or its agents or employees perform the services under this Agreement.

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

6. Identity of Subcontractors and Sub-Consultants. Contractor shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

7. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Contractor; and (c) compliance with all laws and certifications as required under this Agreement.

8. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of City, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to City not more than Two Hundred Dollars ($200) for each

calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

9. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

10. Payroll Records. The Contractor shall comply Section 1776 of the California Labor Code. The Contractor shall keep and require that all subcontractors keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor by the City, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. If Contractor or subcontractor does not comply after such ten (10) day period, the Contractor shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. Contractor shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

11. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood,

or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

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

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

12. Power to Act on Behalf of City. Contractor shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

13. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports and a copy of all final reports prepared by Contractor under this Agreement.

14. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Contractor or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Contractor shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

15. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Contractor in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services,

except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

16. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

17. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Contractor's performance of services under this Agreement. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Contractor will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

18. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

19. City Right to Employ Other Contractors. This Agreement is non-exclusive with Contractor. City reserves the right to employ other Contractors in connection with the Services.

20. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Contractor.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a

detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

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

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Contractor. Contractor may not refuse to provide such writings or materials for any reason whatsoever.

21. Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Contractor shall provide City with copies of required certificates of insurance upon request.

22. Indemnity and Defense. Contractor 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 Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, 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 Contractor's performance of this agreement, the Contractor 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.

23. Compliance with All Laws. Contractor shall be familiar with and shall comply with all City, State,

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

24. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

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

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

To Contractor:
Darin Sherlock
Elite Maintenance & Tree Service
2972 Larkin Avenue
Clovis, CA 93612
Email: darins@eliteteamoffices.com

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

26. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

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

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

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

30. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

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

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

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

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

[**SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF MADERA

Date: _____

By: _____
Cecilia Gallegos, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

EXHIBIT A
SCOPE OF SERVICES

The Contractor shall provide and coordinate all services necessary for the proper maintenance of the areas. The specific services of the Contractor shall include, but not be limited to the following:

- Prepare a preliminary estimate for material and labor costs associated with needed services directly covered by this Agreement.
- Provide an itemized monthly statement showing all services performed.

The Contractor shall furnish all labor, tools, equipment, fertilizers, herbicides, and materials necessary for the performance of the maintenance work and services in the manner specified herein for each of the maintenance areas of service.

A. GENERAL REQUIREMENTS

The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, they will use equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed in accordance with standards contained herein, at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide grounds maintenance services including, but not limited to:

- turf mowing
- edging
- small-scale standard tree trimming as defined below
- overseeding
- reseeding
- fertilization
- aeration
- irrigation
- hand watering
- bleeding of valves as necessary during emergencies when automatic systems are not functioning
- pruning and renovation of turf and shrub areas
- provide weed control
- disease control

- tree maintenance
- maintenance of irrigation systems

As well as necessary maintenance of any appurtenant structures and equipment according to specifications and frequencies as set forth herein or revised by City.

The Contractor shall not perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

The Contractor recognizes that during the course of this Agreement other activities and operations may be conducted by City workforces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, and construction and/or storm-related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the City to modify or curtail impacted tasks covered by this Agreement.

The Contractor shall, during the hours and days of maintenance service, as identified in Section III.H, respond to all emergencies within two (2) hours of notification.

The Contractor shall be required to identify equipment and vehicles used with decals identifying the Contractor's name, and phone number.

B. REQUIRED LICENSES

The successful bidder and any subcontractor(s) must possess, at a minimum, a current and valid California Contractor State Licensing Board (CSLB) license(s) in the classification(s) required by law to perform the work: CSLB C-27 (Landscape Contractor).

All businesses shall have a valid City business license to provide services and must have the appropriate licenses necessary to apply pesticides as required for the maintenance services proposed. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License, and a Qualified Applicator's License before using any applicable chemicals within the area(s) to be maintained.

C. DESCRIPTION OF WORK AND SERVICES

1. All areas shall be maintained in accordance with the preservation of the quality of standard landscaping practices of the intended design concept. Maintenance will occur in such a manner that will not alter the existing ground area from its natural state. All areas will be kept weed-free leaving a clean and manicured appearance. Such maintenance is to occur at the following minimum intervals and shall comply with procedures for standard landscaping practices leaving these grounds in a clean and desirable condition.

If turf exists within maintenance areas, turf shall be cut or mowed with conventional mowing equipment of a type that will not damage the turf, such mowing is to occur at the following minimum intervals and shall comply with standard practices and procedures for mowing and maintaining turf in a healthy and presentable condition.

(a) The maintenance shall occur at a minimum of one time per week, between March 1 and October 1. Maintenance may be performed a minimum of twice per month, for all other months provided minimum standards per specifications contained herein are maintained.

(b) The maintenance services will be provided Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

2. All trees and shrubs shall be inspected, trimmed, and adjusted to facilitate complete maintenance, provide a neat appearance, and protect said trees and shrubs from damage by site maintenance operations. Said trimming shall comply with standard practices and procedures to maintain trees and shrubs in a healthy and presentable condition. The standard trimming of all trees and shrubs within the scope of this agreement shall be a minimum 7 feet above ground level over pedestrian pathways and 14 feet above vehicle travel ways such as streets, alleys, etc. Said standard trimming is specific to facilitating maintenance and differs from major trimming as described under the Extra Work provision in this RFP. The determination of major trimming shall be at the sole discretion of City. The Contractor shall be responsible for maintaining all tree staking and should adjust, modify, or remove as required to promote acceptable growth requirements.

The Contractor shall maintain the perimeter of all landscape areas, including but not limited to curb, parking areas, or affiliated grounds. Contractor may use the application of herbicides at the Contractor's discretion. The Contractor shall comply with all applicable laws, regulations, and ordinances and shall be responsible for the securing of any and all permits, which may be required for the performance of the work and services herein provided. All herbicide to be used shall be approved prior to application and only by written notice as detailed in the draft agreement included in this RFP. Weed eating around trees will not be permitted and damage to trees caused by such activity will be justification for damages being assessed to the Contractor, termination of agreement, or tree replacement at the Contractor's expense.

3. All trash and debris that has accumulated, or may in the future accumulate within the boundaries of the specific areas, including, but not limited to, sidewalks, play areas, driveways, fence lines, and property boundaries shall be removed from the site. Grass clippings, weeds, trash, debris and other waste and refuse materials collected within the sites shall be disposed of in an approved manner off-site. Trash and debris shall be removed by the Contractor and at the Contractor's expense at a frequency concurrent with maintenance defined in the Description of work (Section (a).

4. All landscape maintenance areas shall be inspected monthly by the Parks Supervisor, or designated City personnel, to determine whether any damage has occurred to the property, including, but not limited to, fences, sidewalks, equipment, structures, plants, turf, trees or other improvements. The Contractor shall report to the Parks Supervisor, or designated City personnel, in writing within twenty-four (24) hours of discovery of any damage to a site which adversely impacts the functioning of the site, improvements, security, and/or safety thereof.

5. All landscape maintenance areas shall be fertilized and kept weed-free. Fertilizers and herbicides will be provided by the Contractor and shall be applied in such a manner that non-target species are protected. Any grasses or plants damaged or destroyed through the application of fertilizers, herbicides or other chemicals shall be replaced at Contractor's sole cost and expense.

6. The Contractor shall be responsible for the maintenance of all locks and chains on all back-flow preventer enclosures, gates, structures, and other improvements requiring such security. Or at the request of City personnel, the City will provide the Contractor with replacement locks and chains as may be required.

7. The Contractor shall submit signed detailed work reports no later than the 10th day of each month describing all work and services performed on each landscape maintenance area during the preceding month. Without limitation to scope or detail, Contractor shall include in said report a general description of the work and services performed; the date or dates on which each landscape area was inspected and work performed; information concerning damages, repairs, or replacements required, including, but not limited to locks or chains and unusual or special conditions which require special attention in order to preserve the functional and/or security and integrity of the landscape areas. The report shall include the Contractor's recommendations for measures to correct any deficient condition reported. However, this report does not exempt the Contractor from notification of conditions that exist as specified in No. 4 above. All work reports must be submitted to City before/or with the monthly payment request forms. If monthly work reports are not submitted, payment shall be held until City receives the monthly work reports.

D. DESCRIPTION OF EXTRA WORK

The Contractor shall, from time to time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. In all cases of Extra Work, no such work may be performed without prior written authorization from the City. The City, at its discretion, may choose to provide all necessary materials or have the Contractor provide materials and reimburse the Contractor for all authorized costs.

1. Contractor may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state, and federal regulations governing the use of such agents or techniques. In no event shall the actions of the Contractor in effecting such eradication result in a danger to humans, domestic animals, or plant life. The Contractor shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

2. The Contractor may be required to perform major tree pruning or removal of trees and/or shrub growth located on or adjoining City sites, so that said trees do not present a danger to persons or improvements of the City. Such responsibility may include planting, watering, treatment, fertilizing, the cutting away and removal of dead, diseased, broken, or otherwise impaired branches, and the complete removal of those trees and shrubs whose location or state of health demands such removal. Such work is considered Extra Work in scope above the normal tree and shrub trimming requirements identified in this Description of Work and Services. City shall be the sole determinate of what constitutes normal or extra work.

3. Contractor may be required to eradicate weeds, plants, and undesirable growth within adjacent properties. The work and services necessary to accomplish the foregoing shall be coordinated with the control activities of any governmental agencies concerned with the work. Elimination of undesirable weeds or specific ground plantings may be accomplished by means of appropriate herbicides and pesticides after prior written approval of the City. The elimination process shall be performed in such a manner as not to endanger or damage existing turf and other plantings within any City sites or plant or animal life on adjacent properties.

4. Contractor may be required to plant flowers, plants, and place bark or mulch.

All extra work shall commence on the specified date established and the Contractor shall proceed diligently to complete said work within the time allotted.

City retains the right at all times to accept, re-negotiate, or decline proposals for extra work and further retains the right to negotiate with third-party companies to perform extra work.

E. DAMAGE BY CONTRACTOR

All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

1. Irrigation damage shall be repaired or replaced within one watering cycle.

2. All damages to shrubs, trees, turf, or ground cover shall be repaired or replaced within five (5) working days, weather permitting.

3. Minor damage to trees such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.

4. Minor damage to shrubbery may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement.

5. All damage resulting from chemical operation, such as spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

6. All damage caused to components of the sites such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures, etc., from accidents or cumulative effects of incidents caused by the carelessness of the Contractor's staff shall be immediately corrected at the Contractor's expense.

F. INQUIRIES AND COMPLAINTS

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City. If any complaint is not abated within 24 hours, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint, and the total cost incurred by the City will be deducted and forfeited from the payments owed to the Contractor from the City.

G. SAFETY

The Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices. The Contractor shall safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, City, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect for

potential hazards at the various sites covered by this RFP and keep a log indicating the date inspected and action taken.

It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using arrow boards, barricades, or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury. The Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the City within five (5) days following the occurrence.

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and the safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore. Access to driveways shall be maintained at all times. When entering or leaving roadways that bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The provisions in this section may be modified or altered if, in the opinion of the City, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the City.

H. HOURS AND DAYS OF MAINTENANCE SERVICES

The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the City.

Per State of California Labor Code Section 1813, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-Five Dollars ($25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in

violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

I. MAINTENANCE SCHEDULES

The Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the City for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City for review, and if appropriate approval, within five (5) working days before the scheduled time for the work.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for Specialty Type maintenance as set forth immediately hereafter.

The Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

1. Fertilization

2. Turf renovation/reseeding

3. Micro-Nutrients/soil amendments

4. Spraying of trees, shrubs or turf

5. Aesthetic tree pruning

6. Other items as determined by the City.

J. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one area or as part of a crew serving any number of areas, shall include at least one individual who speaks and comprehends the English language.

The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the landscape easement area. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matters and the Contractor shall take reasonable measures to assure the City

that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.

The City requires the Contractor to establish an identification system for personnel that clearly indicates to the public the name of the individual employee responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the City.

The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

K. SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter upon the premises or improvements unless they are proper “men working” signs, without the City’s prior approval. RFP 202425-15 Professional Landscape Maintenance Services

L. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

M. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the County of Madera Agricultural Commission. The Contractor shall also be certified in Categories D and E of the Pest Control Advisor's License and in Category B of the Qualified Applicator's License. If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the City per the Agreement, may subcontract this service. If the chemical application is performed without the necessary approvals, including registration, licenses, and permits, the City may deduct pro rata from the Contractor's invoice applicable costs for chemical spraying.

The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement. In addition to the remedies provided, this Agreement may be terminated by the City

with a 30-day written notice mailed by certified letter to the Contractor if the Contractor fails to correct deficiencies promptly.

A listing of proposed chemicals to be used including commercial name, application rates and type of usage shall be submitted to the City for approval at the commencement of the Agreement. No chemical applications shall begin until written approval of use is obtained from the City. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. The Application shall be in strict accordance with all governing regulations.

Records of all operations stating dates, times, methods of application, chemical formulations, applicator(s) names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report that is site-specific with the monthly billing. A copy of the Pest Control Advisor’s recommendation for each application that is site-specific shall be provided to the monitor and applicator before each application. This shall be in addition to the copy of the usage summary that is provided to the Madera County Agricultural Commissioner. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the City of Madera Department of Parks and Community Services prior to application. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California shall be adhered to.

N. MAINTENANCE, REPAIRS, AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

The Contractor shall be responsible for performing maintenance, repairs and replacement when the need for such work arises out of Acts of God and third-party negligence in accordance with the provisions of this Section. The Contractor shall repair or replace:

1. Damaged, diseased (untreatable) or dead shrubs, ground cover, and trees in accordance with Sections III.O and III.P; and,

2. Inoperable irrigation equipment described in Section III.G.

The Contractor shall submit a written estimate of the cost for performing such work. The City may, upon review and approval of such estimate, authorize the Contractor to perform said work by return of a signed copy of the contractor's estimate. After the submittal of the bill, the Contractor shall be reimbursed only for the agreed-upon cost estimate. If the Contractor's written estimate is not approved, then the City reserves the right to contract with a third party to perform such work.

MAINTENANCE SPECIFICATIONS

O. TURF CARE

The Contractor shall perform at their sole expense the following services:

Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping.

All cool season grasses (such as Bluegrass and Fescues) are to be cut at 2-1/2 inches during March through November and at 2 inches from December to February of each year. The mowing heights will be adjusted by the City during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will ensure that all areas will be mowed not less than once a week during the warm season of March to November and once every two weeks during the cool season of December to February. This schedule will be submitted to the City for approval.

Power Edge

With each mowing, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary to provide maximum water coverage. Edging will be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas.

All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day the area is edged. After mowing and edging are completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

Weed Control

Control turf weeds as needed in accordance with industry standards to maintain turf stands that are 90% weed-free. Hand removal of noxious weeds or grasses will be required as necessary.

Insect, Ants, and Disease Control

Eliminate all insects, ants, and disease-affecting turf areas as they occur.

Aerification

The City may request aerification at several or all sites depending upon existing conditions. Expenses related to aerification processes may be billed as Additional Work as specified.

Thatch Removal

Verticut all cool season grasses once annually before the overseeding operation. Equipment will consist of standard renovating or vertical mowing types. The City is to be notified at least two (2) weeks before the exact date of renovation.

Irrigation

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. The Contractor shall be proficient with Hunter products and controllers. The Contractor shall contact the manufacturer for service and training on an as-needed basis. The Contractor may be asked to provide the City with a quarterly written irrigation report. The City shall have the ability to change the irrigation schedule at any time. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff, and the relationship of conditions that affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.

2. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.)

3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correcting for coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials that obstruct the spray.

4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the area.

5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes, and local watering ordinances.

6. The irrigation system will be controlled by the Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor’s ability to mow all turf.

7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the City, so necessary improvements can be considered.

8. The Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency.

9. The Contractor shall file a monthly statement with the Department of Parks and Community Services, certifying that all irrigation systems are functioning properly and shall also provide an irrigation schedule on a quarterly basis.

10. The bleeding of valves and hand watering are to be used only in emergency situations.

Fertilization

Turf shall be fertilized twice (2 times) a year with Best – Triple Twelve 12-12-12, or comparable fertilizer, during May and September. All fertilizers used shall be inorganic and granular. In addition to the balanced type of commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8, or comparable fertilizer, four times a year during March (after aeration), April, October, and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by the Contractor one (1) time per year during March. Fertilizer materials and rates may be adjusted by the City based on test results.

Turf Reseeding

The Contractor shall, as needed, overseed all turf area bare spots to reestablish turf to an acceptable quality. When the Contractor reseeds turf, the Contractor will aerify, renovate, or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The City may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided the loss of turf was not due to the negligence of the Contractor. Overseeding shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet.

P. SHRUB, GROUND COVER AND VINE CARE

The Contractor shall perform at their sole expense the following services:

Pruning (with hand pruners/loppers/saws) as indicated by the City, prune shrubbery between January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not “heading” or tipping” cuts. Some growth will need to be

thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

Trimming (with hedge shears or hand-pruners) restricts growth by trimming shrubbery and ground covers to the area behind curbs and walkways, within planter beds and away from walls, fences, and utilities as necessary, or upon written notice by the City. Keep ground cover trimmed two feet (2') in diameter from the base of shrubs. For all high branches, open shrubbery, and all trees, keep ground cover trimmed one foot (1') away from the outer perimeter of trunks. For all trees in turf areas, spray a two-foot (2') radius clearing out from the perimeter of the trunk and mulch. Do not use string trimmers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the City. Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in ground cover, shrubs, or trees.

Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All ground cover is to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the City.

Insect, Mollusk, Ant and Disease Control

Maintain shrub areas to be free of disease, insects, ants and mollusks.

Weed Control

All ground cover and shrub beds are to be kept weed-free at all times. Control methods can incorporate one or all three of the following:

1. Hand removal

2. Cultivation

3. Chemical eradication (mainly within point irrigated areas). Use chemical eradication twice a year.

Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during March (Best – Triple Twelve 12-12-12, or comparable product), May (Best – Supreme 16-6-8, or comparable product), and September (Best – Supreme 16-6-8, or comparable product). Individually apply Best Triple Twelve 12-12-12, or comparable product, at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. The Contractor will cultivate into the soil. Soil tests shall be taken by the Contractor one (1) time per year during March. One soils

test with complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the City. Fertilizer materials and rates may be adjusted by City based on test results. The Contractor shall provide the City with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of this specification.

Shrub and Ground Cover Replacement

All damaged, diseased (untreatable), or dead shrubs and ground covers will be replaced as needed with the same material of similar size that existed and as required by the City unless otherwise notified by the City in writing. Shrubs and ground cover damaged or lost due to Contractor negligence shall be replaced at the Contractor’s expense. Shrubs and ground covers permanently damaged or lost due to vandalism may be covered at the City's expense. The Contractor shall be responsible for getting City approval in writing before removal and/or replacement.

Substitutions for any plant materials must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the City.

Q. TREE CARE

The Contractor shall perform at the sole expense the following services:

Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond the curb line into the paved section of streets where applicable.

2. Control insects and diseases as needed.

3. Stake and support all replacement trees and replace stakes that have been broken or damaged on existing trees as required. Tree stakes shall be pentachlorophenol-treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree). Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree). Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties

should allow for a minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

4. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.

5. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and re-tied to prevent girdling.

New Tree Pruning

During the first three (3) years, head back to lower branches and prune all trees, including those on the slopes, for the correct branching structure.

Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5, or comparable product,) within the drip line of the tree two times per year (during May and October).

Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of these Specifications.

Tree Replacement

All trees permanently damaged will be replaced as needed with the identical species of tree unless otherwise notified in writing by the City. The need for and the size of the replacement will be determined by the City. The size of the replacement shall be a minimum size of a 15-gallon container. Substitutions will require prior written approval by the City. Original plans and specifications should be consulted to ensure the correct identification of species. Trees permanently damaged or lost due to vandalism may be replaced at the City's expense. The Contractor shall be responsible for getting City approval in writing before removal and/or replacement.

R. GENERAL CLEANUP

The Contractor shall perform at his sole expense the following services:

Trash Removal

All areas under maintenance and other designated areas will have above-identified trash removed in conjunction with the approved maintenance schedule for each maintenance area on a weekly basis with the exception of the Downtown District where all trash receptacles are to be emptied THREE TIMES PER WEEK.

Concrete/Asphalt Median Strip Maintenance

The Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

Curb and Gutter Maintenance

The Contractor is responsible for the removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

S. IRRIGATION SYSTEM MANAGEMENT

All irrigation systems within the landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment downstream of the backflow device including but not limited to sprinkler heads, remote control valves, quick couplers, and risers. Repairs to automatic controllers, booster pumps, and backflow prevention devices may be performed at the City's expense. The Contractor shall be responsible for getting City approval in writing before the removal and/or replacement of these irrigation system components.

Replacement Requirements

Replacements will be of original materials or substitutes approved by the City in writing prior to any installation.

Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. The Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third-party negligence will be accomplished by the Contractor as provided for as outlined in the Scope of Responsibility.

T. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

Drainage Systems:

The following services shall be provided by the Contractor at their expense except as otherwise provided for:

1. All surface drains ("V" ditches); if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. The Contractor will repair or replace concrete portions as necessary. The Contractor may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section III.D (Additional Work).

2. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper, and other debris to ensure unimpeded passage of water. The Contractor shall replace all broken or stolen sections of pipe, catch basin boxes, and grates. The Contractor may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section III.D (Additional Work).

Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the areas unless otherwise specified. The Contractor shall be entitled to additional compensation for this added work. This compensation will be negotiated per standards set forth in Section III.D (Additional Work).

U. MAINTENANCE INSPECTIONS

The Contractor shall:

1. Weekly perform a maintenance inspection during daylight hours of all facilities within the areas. Such inspection shall be both visual and operational. The operational inspection shall include the verifying operation of all irrigation and other mechanical systems to check for proper operational condition and reliability.

2. The City may request monthly meetings on-site for a walk-through inspection of areas. Said meeting shall be at the convenience of the City and may include residents of the community. The City shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1) week before such inspection. In addition, interim inspections may be made by the City. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this

Agreement. It should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

V. NATURAL AREAS MAINTENANCE

Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. The Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the City.

EXHIBIT B
SCHEDULE OF COMPENSATION

Group #1 Downtown Maintenance

Map #	Designation	Location	Monthly	Annual
1	Downtown District	N. A Street to S. E Street, and E. 5th Street to E. 6th Street	$ 667.58	$ 8,010.96
N/A	Cost per Square Foot for Extra Work		$ .17	
			Group Total	$ 8,010.96

Group #2 Non-Median Maintenance

Map #	Designation	Location	Monthly	Annual
2	City Hall	205 West 4th Street	$ 698.35	$ 8,380.20
3	Corporation Yard	1030 S. Gateway Drive	$ 486.34	$ 5,836.08
4	Frank Bergon Center	238 South D Street	$ 536.26	$ 6,435.12
5	WAC & Youth Hut	1124 E. Yosemite Ave. & 113 South Q Street	$ 424.01	$ 5,088.12
6	Kennedy Pond	Kennedy Pond - Between Adanac Way and Kennedy Street	$ 361.67	$ 4,340.04
7	Mex-Am Center	716 Columbia Street	$ 361.67	$ 4,340.04
8	Cleveland Linear	South side of Cleveland Ave. from Granada Dr. west to Glade Ave	$ 2,226.11	$ 26,713.32
9	Granada Linear	West side of Granada Dr. from Cleveland Ave. to Foxglove (excluding Veterans Hall property)	$ 897.93	$ 10,775.16
10	Police Department	330 South C Street	$ 233.95	$ 2,807.40
11	John Wells Youth Center	701 East 5th Street - Except Centennial Park & Pool Complex	$ 396.48	$ 4,757.76
12	Tiburon Way	Hampton Drive to Hillsboro Way	$ 396.48	$ 4,757.76
13	Madera Municipal Airport	4020 Aviation Drive	$ 396.48	$ 4,757.76
N/A	Cost per Square Foot for Extra Work		$ .17	
			Group Total	$ 88,988.76

Group #3 Median Maintenance

Map #	Designation	Location	Monthly	Annual
14	Yosemite Ave Islands	Median islands on Yosemite Ave. from Gateway Dr. west to Howard Rd.	$ 608.82	$ 7,305.84
15	Gateway Dr	Islands & Park Strips – Cleveland Ave. to Fresno River	$ 748.19	$ 8,978.28
16	Howard Road	Islands & Park Strips – Schnoor Ave. to west of Autumn	$ 1,518.60	$ 18,223.20
17	West Cleveland Islands	West from Schnoor Ave. to Granada Dr.	$ 638.28	$ 7,659.36
18	Hopy Island	Cypress and Yosemite Ave.	$ 381.42	$ 4,577.04
19	Sunrise Island	Sunrise & Lake Street	$ 352.13	$ 4,225.56
20	Barsotti Islands	Park Lane, Park Drive, Park South, North Park	$ 1,269.15	$ 15,229.80
21	Mainberry Islands	Mainberry Dr. and W. 3rd Street and Westgate Dr.	$ 2,200.81	$ 26,409.72
22	West Park	West Park Drive	$ 256.69	$ 3,080.28
23	Terrace Place	Terrace Place Island, North of Central Ave.	$ 322.84	$ 3,874.08
24	Renway Island	Ren Way Cul-de-sac, off Granada Dr.	$ 286.15	$ 3,433.80
25	Riverview Strips	Riverview East and West of Granada	$ 286.15	$ 3,433.80
26	Gateway Tree Planters	East and West Side of Gateway Drive, Fresno River to Olive Avenue	$ 608.82	$ 7,305.84
27	Roosevelt Planter Boxes	Roosevelt Ave. and 14th St	$ 425.52	$ 5,106.24
28	Kennedy Wall	Kennedy St/Ave 16, East of Kennedy Pond & Jericho Dr.	$ 286.15	$ 3,433.80
29	Olive Avenue Islands	Olive Ave, Yosemite to Hwy 145	$ 476.86	$ 5,722.32
30	East Cleveland Islands	Cleveland Ave, Gateway Dr. to Tozer	$ 440.16	$ 5,281.92
31	Ave 17/Airport Median	Ave 17 West of Airport Dr.	$ 880.32	$ 10,563.84
32	Yosemite Tozer (Crossroads)	Tozer Ave. South of Yosemite	$ 337.48	$ 4,049.76
33	Cleveland Center Median	Cleveland median islands from Glade Ave west to Westberry	$ 337.48	$ 4,049.76
34	Industrial Schnoor	Industrial Ave. from Granada Dr. to Schnoor Ave.; Schnoor Ave. from Howard Road to Industrial Ave.	$ 865.68	$ 10,388.16
35	Lake Street	Lake Street from Cleveland Ave. to Ellis Street	$ 594.18	$ 7,130.16
36	Ave 13 Median Island-Parkwood	Avenue 13 median islands in front of Parkwood School	$ 476.86	$ 5,722.32
37	Ave 13 Median Island-Valero	Ave 13 West of Hwy 145 in front of Valero Station	$ 425.52	$ 5,106.24
38	Sunset Wall	Sunset East of Schnoor Avenue	$ 308.03	$ 3,696.36
39	Madera South H.S. Medians	Avenue 13 (Pecan) between Stadium and Pine	$ 322.84	$ 3,874.08
40	4th Street Medians	4th Street from Lake Street West to Sunset	$ 388.82	$ 4,665.84
41	Accornero Medians	National Avenue to Sunset Avenue	$ 410.87	$ 4,930.44
N/A	Cost per Square Foot for Extra Work		$ .17	
			Group Total	$ 197,457.84

EXHIBIT C
INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **$1,000,000 Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

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

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

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

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

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

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

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-

insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

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

Additional Insurance
Contractor 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.

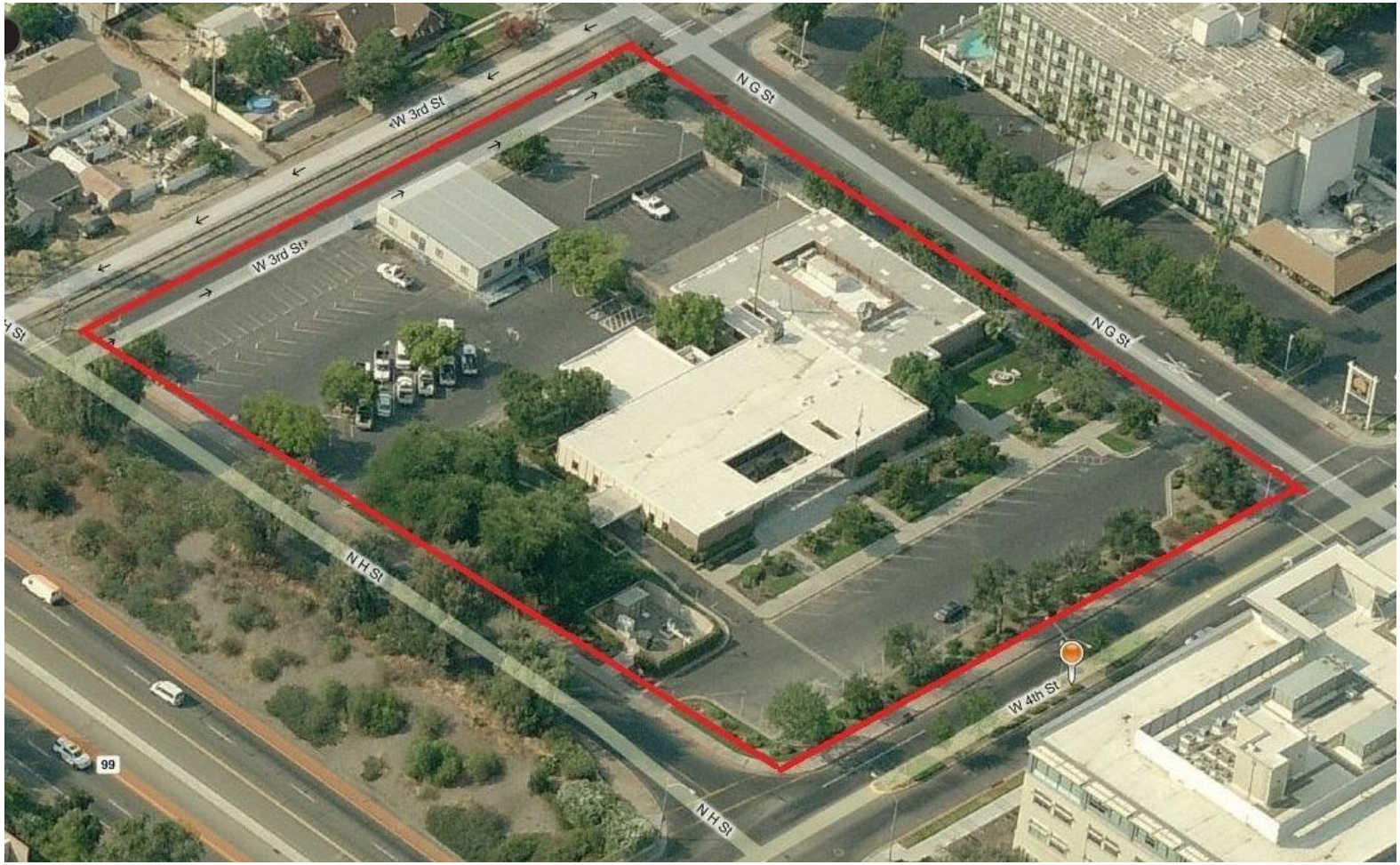
ATTACHMENT 2

Maps of Landscape Maintenance Service Areas

Group #1 – Downtown Maintenance

Map #1 – Downtown District
N. A Street to S. E Street, and E. 5th Street to E. 6th Street

Group #2 – Non-Median Maintenance



Map #2 – City Hall
205 W. 4th Street

Map #3 – Corporation Yard
1030 S. Gateway Drive

Map #4 – Frank Bergon Senior Center
238 S. D Street

Map #5 – Westside Activity Center & Rotary Youth Hut
1124 E. Yosemite Ave. & 113 S. Q Street

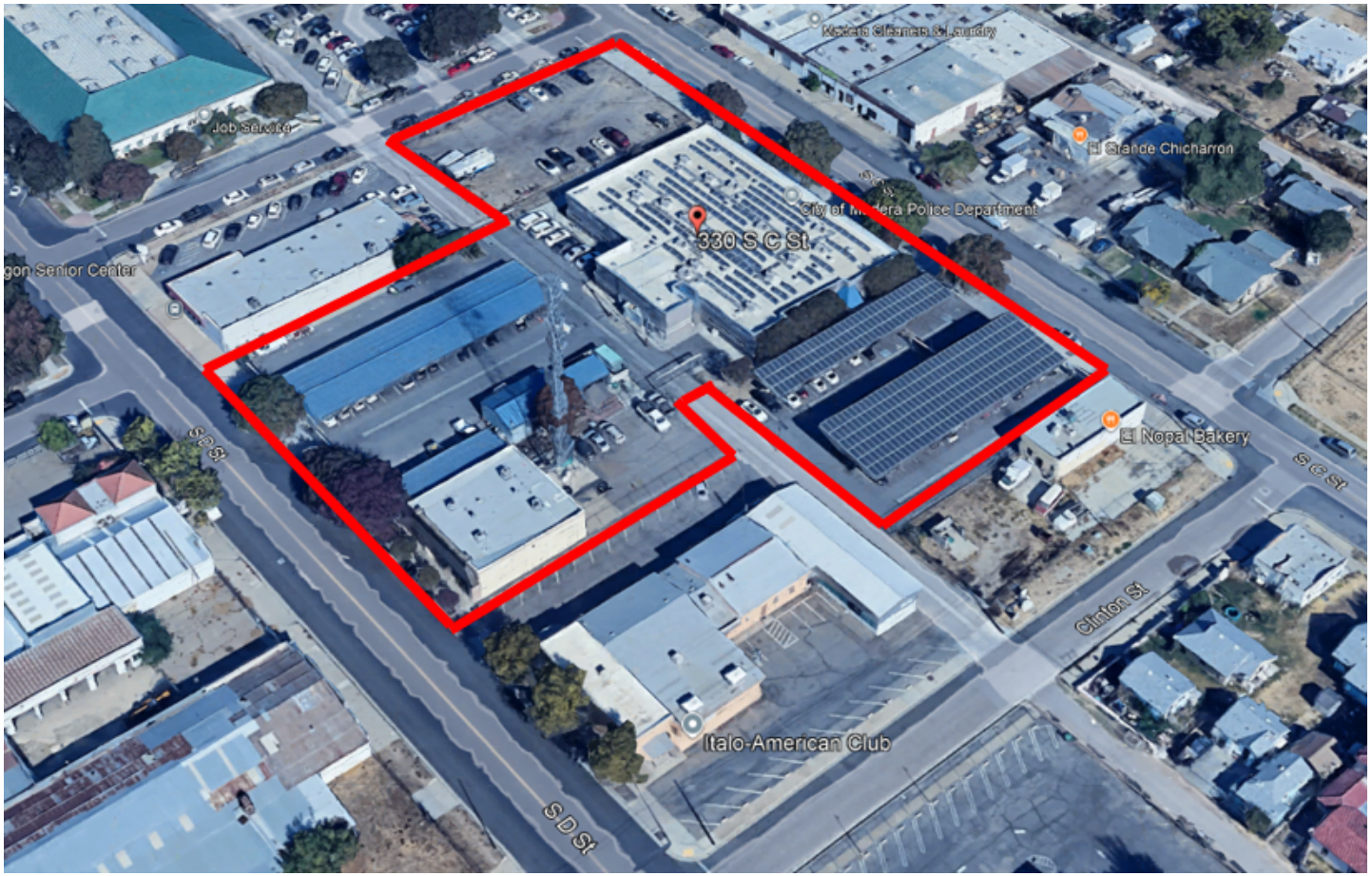
Map #6 – Kennedy Pond
Between Adanac Way and Kennedy Street

Map #7 – Mexican-American Activity Center

716 Columbia Street

Map #8 – Cleveland Linear
South side of Cleveland from Granada west to Glade

Map #9 – Granada Linear
West side of Granada from Cleveland to Foxglove (Excluding Veterans Hall)



Map #10 – Police Station
330 South C Street

Map #11 - John Wells Youth Center
701 East 5th Street

Map #12 - Tiburon Way
Hampton Drive to Hillsboro Ave

Map #13 – Madera Municipal Airport
4020 Aviation Drive

Group #3 – Median Maintenance

Map #14 – Yosemite Avenue Islands
Median islands on Yosemite Ave. from Gateway Dr. west to Howard Rd.

Map #15 – Gateway Drive
Islands & Park Strips – Cleveland Ave. to Fresno River

Map 16 - Howard Road

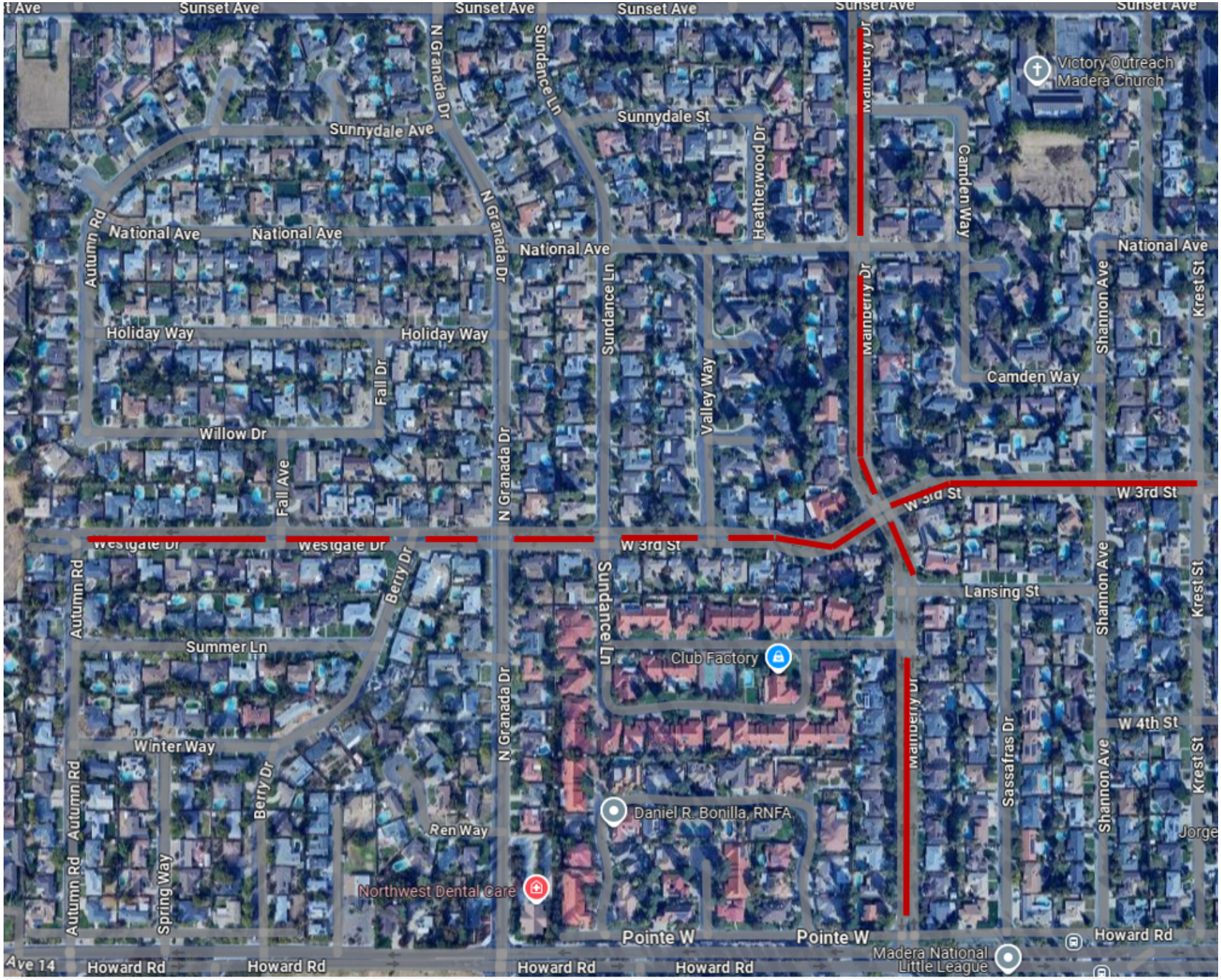
Islands & Park Strips - Schnoor Ave to west of Autumn Rd

Map #17 – West Cleveland Islands
West from Schnoor Ave to Granada Dr

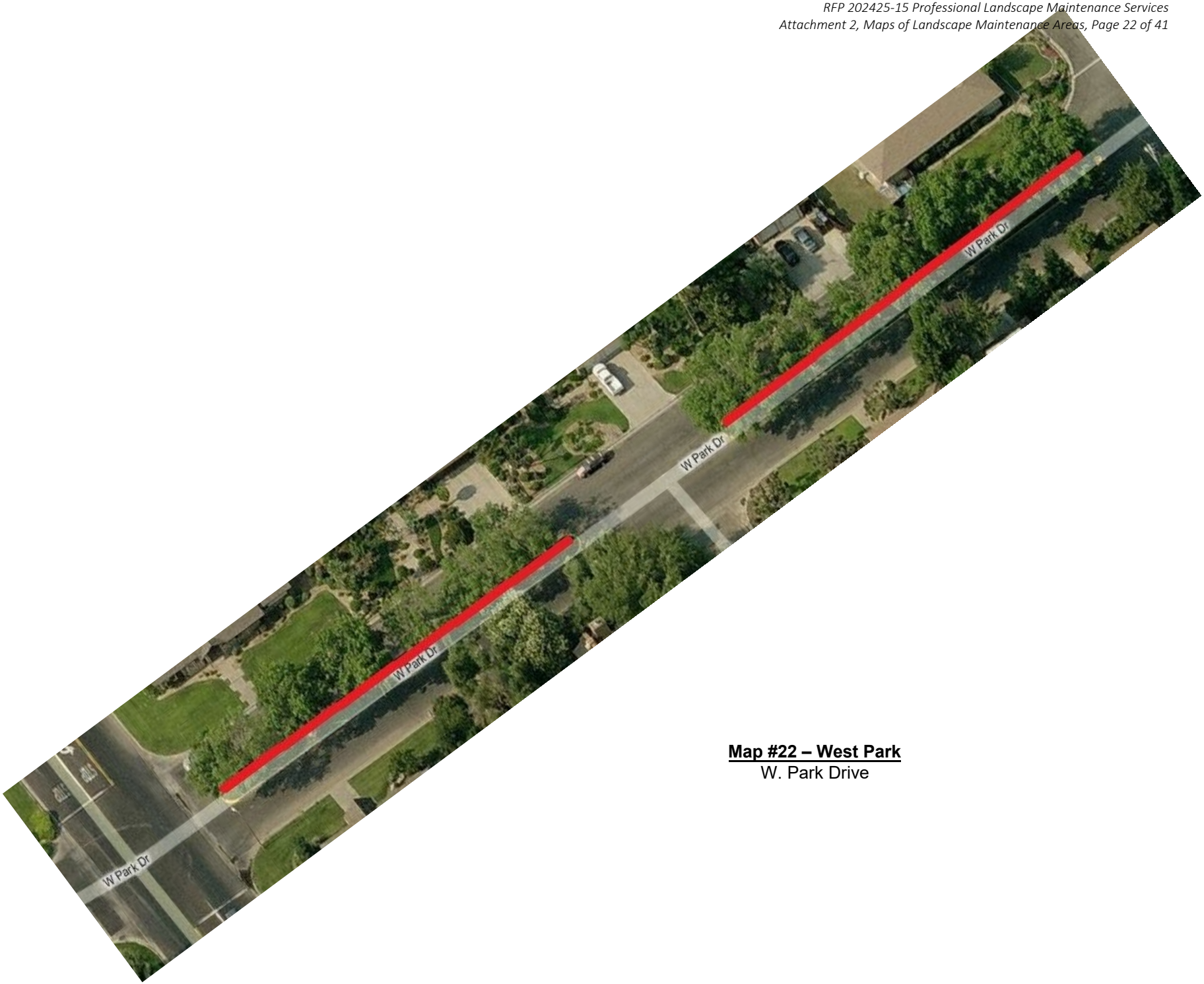
Map # 18 – Hopy Island
Cypress Street and W. Olive Ave.

Map #19 – Sunrise Island
Sunrise Ave. & Lake Street

Map #20 – Barsotti Islands
Park Lane, Park Drive, Park South, North Park



Map #21 – Mainberry Islands
Mainberry Dr. and W. 3rd Street and Westgate Dr.



Map #22 – West Park
W. Park Drive

Map #23 – Terrace Place
Terrace Place Island north of Central Ave

Map #24 – Ren Way Island
Ren Way Cul-de-sac, off Granada Drive

Map #25 – Riverview Strip
Riverview Dr., east and west of Granada Dr.

Map #26 – Gateway Tree Planter

East and West Side of Gateway Drive, Fresno River to Olive Avenue

Map #27 – Roosevelt Planter Boxes

Roosevelt and 13th

Map #28 – Kennedy Wall
Kennedy St/Ave 16, East of Kennedy Pond & Jericho Dr

Map #29 – Olive Avenue Islands

Olive Ave, Yosemite Ave. to Hwy 145

Map #30 – East Cleveland Islands
Cleveland Ave, Gateway Drive to Tozer Rd.

Map #31 – Avenue 17 / Airport Median
Avenue 17 West of Airport Drive

Map #32 – Yosemite/Tozer (Crossroads)
Tozer Avenue, South of Yosemite Ave.

Map #33 - Cleveland Center Medians
Cleveland islands from Westberry Bld to Granada Drive

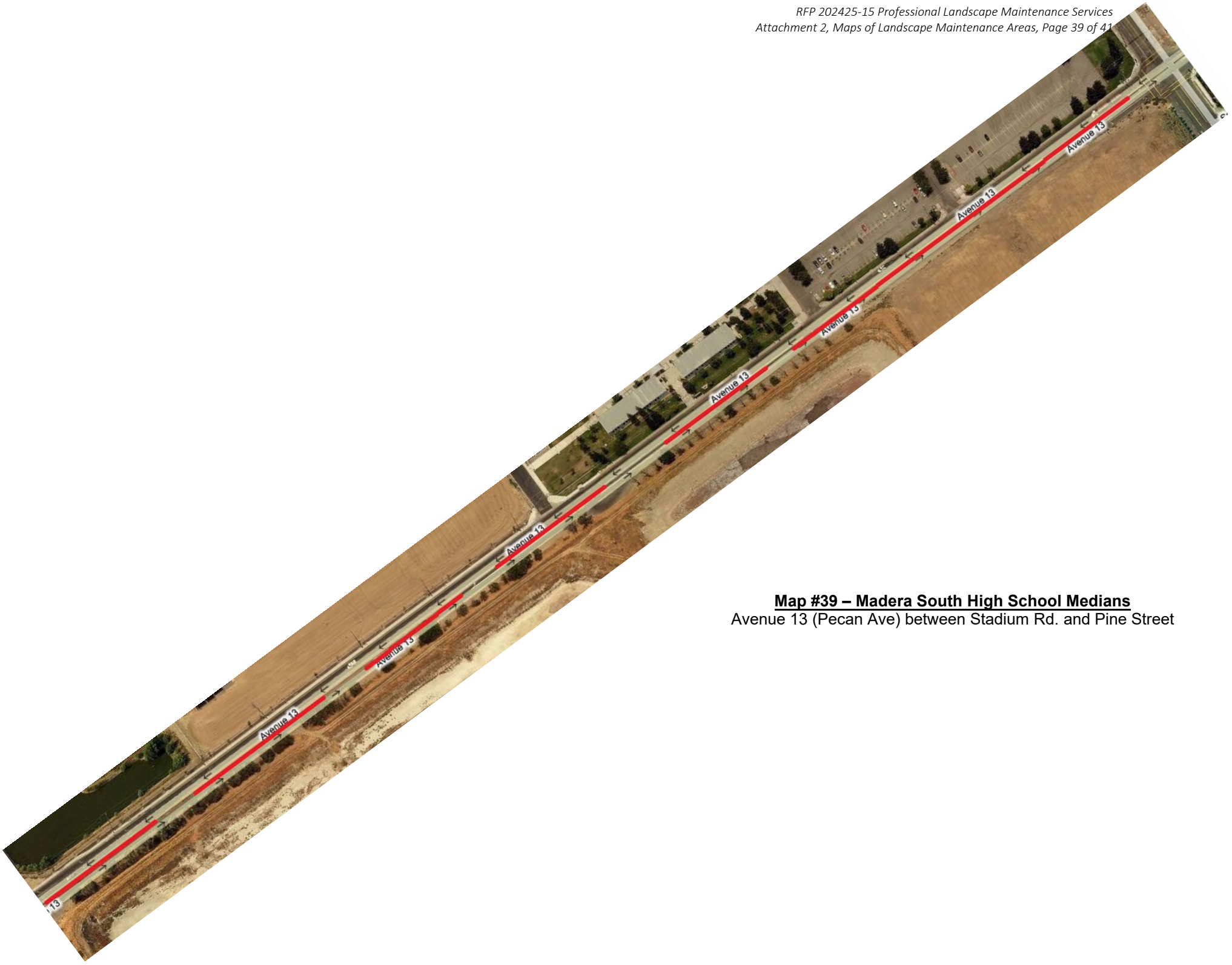
Map #34 – Industrial / Schnoor
Industrial Ave. from Granada Dr. to Schnoor Ave.; Schnoor Ave. from Howard Road to Industrial Ave.

Map #35 – Lake Street
Lake Street from Cleveland Avenue to Ellis Street

Map #36 – Avenue 13 Median Island – Parkwood
Avenue 13 median islands in front of Parkwood School

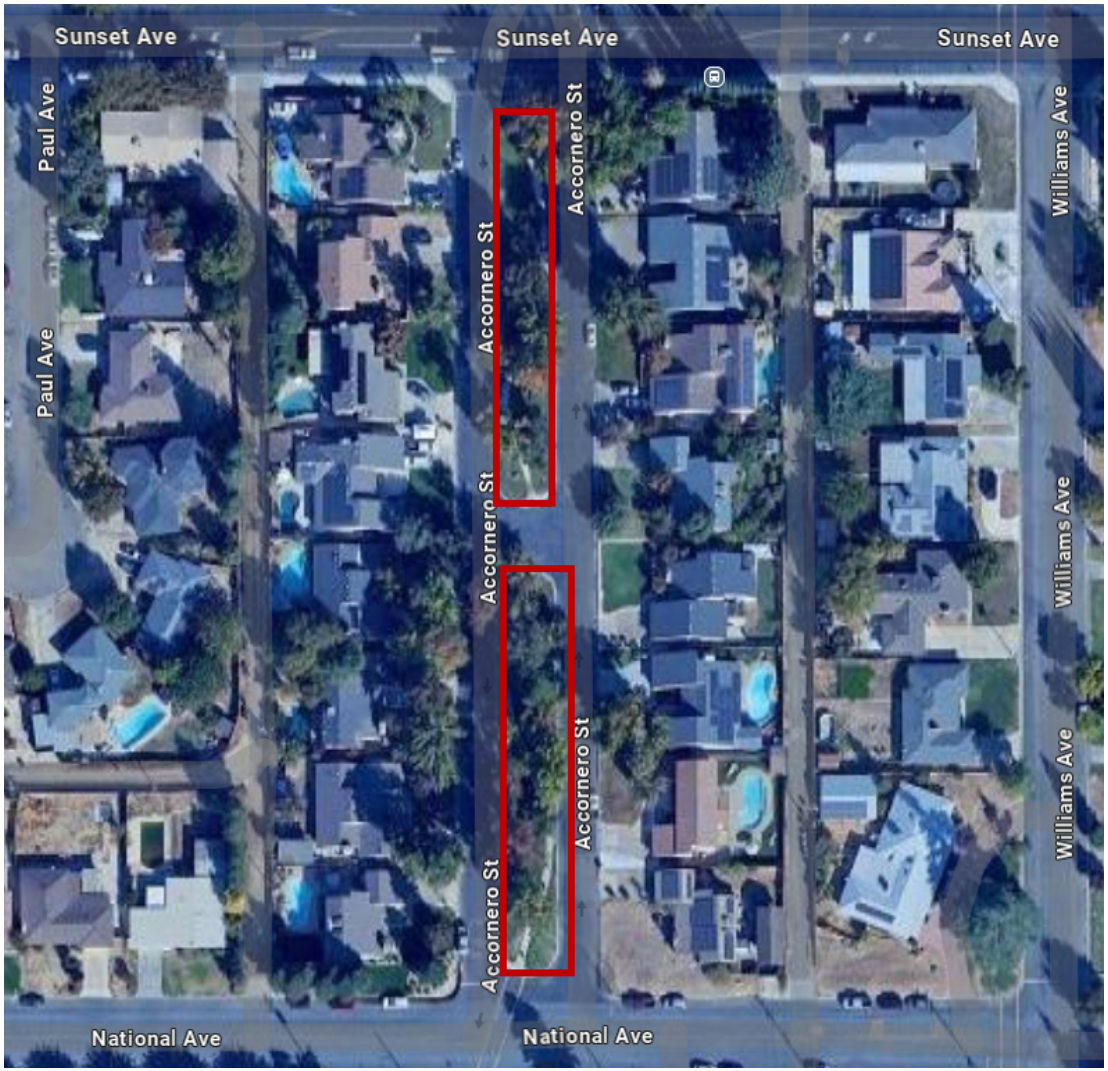
<u>Map # 37 – Avenue 13 Median Island – Valero</u>
Avenue 13, west of Hwy 145 in front of Valero Station

Map #38 – Sunset Wall
Sunset Ave, east of Schnoor Avenue



Map #39 – Madera South High School Medians
Avenue 13 (Pecan Ave) between Stadium Rd. and Pine Street

E 3rd St
E 4th St
E 5th St
N Lake St
N Sunset Ave
Sunset Ave
Lake St
Sunset Ave
N Lake St
N Sunset Ave



<u>Map #41 - Accornero Medians</u>
National Avenue to Sunset Avenue

ATTACHMENT 3

Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $5,790

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2024/25 ADOPTED BUDGET FOR $5,790

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

WHEREAS, staff have prepared a Contractor Services Agreement with EMTS Inc, dba Elite Maintenance & Tree Services, for Professional Landscape Maintenance Services in the amount of $294,457.56; and

WHEREAS, the agreement is effective May 22, 2025; and

WHEREAS, the budget amendment to the City-wide Budget for the 2024/25 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for the additional expenditure necessary to cover service costs through June 30, 2025.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the necessary entries to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A
CITY OF MADERA
Budget Appropriations: Res. 25-_____

FUND	ORG	OBJECT	DESCRIPTION	(+)	(-)
General Fund	10201200	4900	Budgetary Carryover		$5,632
General Fund	10206100	6440	Contracted Services	$1,738	
General Fund	10206120	6440	Contracted Services	3,894	
			Total	**$5,632**	**$5,632**
Parking District Operations	41400000	4900	Budgetary Carryover		$158
Parking District Operations	41400000	6440	Contracted Services	$158	
			Total	**$158**	**$158**

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: **D-2**

SUBJECT:

Rejection of bids received for the Invitation for Bids (IFB) 202425-22 James Taubert Park Construction

RECOMMENDATION:

Accept a Resolution rejecting all bids received for IFB 202425-22 for the construction of James Taubert Park

SUMMARY:

On February 26, 2025, the City released IFB 202425-22 for James Taubert Park (JTP) Construction. Bids were due by March 26, 2025.

The City received six (6) bids, all of which far exceeded the available project budget. Thus, staff recommends that the Council reject all bids. Staff will revise the project plans, specifications, and probable cost estimate to rebid this project.

DISCUSSION:

The City was awarded $1,990,000 for constructing a new park on the vacant lot at southwest intersection of East Olive Ave. and Knox St. Funding specifically comes from Proposition 68, State of California – The Natural Resources Agency, Department of Parks and Recreation, Statewide Park Development and Community Revitalization Program of 2018 Round 4 funding. The grant performance for this project is from July 1, 2020, through June 30, 2028. Park completion must be at least three months before the end of the grant performance period.

To date, the City has contracted a design firm to assist with the engineering and design services for the preparation of project plans, specifications, probable costs, and bid descriptions. On July

20, 2022, the City awarded Request for Qualifications 202122-15 to O'Dell Engineering (ODELL) in the amount of $238,013. ODELL has since supported the City in developing the park design, staying aligned with grant objectives.

On February 26, 2025, the City released IFB 202425-22 for JTP Construction. The IFB requested bids from qualified contractors for the construction of the new park. The scope of work included, but was not limited to:

- Demolition and Site Preparation
- Providing Site Amenities & Features
- Site Utilities
- Concrete
- Playground Equipment & Installation
- Surfacing
- Shade Structures
- Planting & Irrigation
- Drainage

The engineer's opinion of the cost for this project was estimated at $1,688,924.

Bids were due by March 26, 2025, and six bids were received. Table 1 shows an overview of the bids received and the amount of each bid.

Table 1: *Park Construction Bids Received and Bid Amount*

Bidder	Amount of Bid
Cal Valley Construction, Inc.	$1,874,114.38
Caliber Contracting Services, Inc.	$1,924,000.00
Taylor Backhoe Service, Inc.	$1,987,705.28
Clean Cut Landscape Incorporated	$1,992,413.70
Harris Development Corp. dba HBC Enterprises	$2,169,878.55
American Paving Co.	$2,280,070.60
Engineer's Estimate	*$1,688,924.00*

Under Public Contract Code (PCC) 22038, the City is allowed to reject all bids, with the requirement that the City furnish a written notice to the apparent low bidder at least two days before Council action. Purchasing issued such notice to Cal Valley Construction, Inc. on April 23, 2025. Under PCC 22038, the City has the following options:

1. Abandoning the project or re-advertising for bids.
2. By passage of a resolution by a four-fifths vote of its governing body declaring that the project can be performed more economically by the employees of the public agency may have the project done by force account without further complying with this article.

It is noted that the City's bid documents also state that the City reserves the right to reject or accept any or all bids for any reason. The City cannot perform the project internally.

Due to budget constraints, staff request authorization to reject all bids received. Staff is working on re-assessing the design plans, features & amenities, materials, and other factors that may impact receiving bids at a lower amount. Staff are working diligently with O'DELL to have the project out for rebid, anticipating doing so in the next 30-60 days.

FINANCIAL IMPACT:

The recommendation to reject bids received comes after a budgetary review of available grant funding for the project. As previously mentioned, the City was awarded $1,990,000 towards the completion of this project. The City has spent/encumbered a total of $247,061.94 to date. This leaves an available balance of $1,742,938.06. Table 2 shows a breakdown of expenditures to date.

Table 2: *James Taubert Park Project Funding*

Expenditure/Encumbered Description	Total
O'Dell Engineering for Design Services	$238,013.00
O'Dell Change Order No. 1	$2,000.00
Site Utilities Application – PG&E	$6,465.47
Site Signage for Groundbreaking Event	$583.47
Total Spent/Encumbered	$247,061.94
Grant Total	$1,990,000
Grant Balance Available	$1,742,938.06

With the apparent lowest bid coming in at $1,874,114.38 total, this would require at a minimum an additional $131,177 above the grant total to move forward. This would not account for additional contingencies that may arise it the course of the project. For this reason, staff is recommending rejecting all bids received. With the grant performance period still allowing for time to complete the project, staff will work diligently in revising the scope of work, while staying within grant objectives, to rebid the project, with the intent to lower the project cost so as to not require additional funding beyond the grant award of $1,990,000.

ALTERNATIVES:

As an alternative, Council may deny the request to reject the bids received and award IFB 202425-22 to the lowest, apparent bidder. At this point, the lowest apparent bidder is Cal Valley Construction, Inc., at the bid amount of $1,874,114.38.

ATTACHMENTS:

1. Resolution rejecting all bids received for IFB 202425-22 for the construction of James Taubert Park
2. Notice of Bid Rejection

ATTACHMENT 1:

Resolution rejecting all bids received for IFB 202425-22 for the construction of James Taubert Park

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA REJECTING ALL BIDS FOR CITY OF MADERA IFB 202425-22 JAMES TAUBERT PARK CONSTRUCTION

WHEREAS, the City of Madera("City") was awarded grant funds from the from the State of California for the construction of a new park, James Taubert Park; and

WHEREAS, bid documents entitled City of Madera IFB 202425-22 James Taubert Park Construction were prepared and advertised as required by the California Public Contracts Code; and

WHEREAS, the apparently lowest bid received was for $1,871,114.38, which is greater than the grant funding available for the City Council to award a construction contract per City Council resolution; and

WHEREAS, under the California Public Contracts Code and Municipal Code, the Council may in lieu of awarding reject all bids and abandon the project, readvertise the project, or have the project performed by City staff; and

WHEREAS, staff are recommending that the City Council reject all bids received for IFB 202425-22 James Taubert Park Construction and have the project scope revised to have the project rebid.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera rejects all bids received for the City of Madera IFB 202425-22 James Taubert Park Construction.
3. The City Council directs the staff of the City of Madera to rebid the project.
4. This resolution is effective immediately upon adoption.

* * * *

ATTACHMENT 2:

Notice of Bid Rejection

April 23, 2025

Mark A. Curfman
Cal Valley Construction, Inc.
5125 North Gates Avenue, Suite 102
Fresno, CA 93722

SUBJECT: Rejection of Bids, IFB 202425-22 James Taubert Park Construction

Dear Mr. Curfman:

The City has reviewed the bids received on March 31, 2025, in response to Invitation for Bids (IFB) 202425-22 for the James Taubert Park Construction project. After careful consideration, the City has decided to reject all bids.

This decision has been made in order to revise the scope of work and readvertise the project at a later date. All bid bonds submitted with the original bids will be returned to the respective bidders.

We appreciate your interest in working with the City and encourage you to submit a bid when the revised solicitation is issued.

Sincerely,

J. Stickman

Jennifer Stickman
Procurement Services Manager

Cc: Arnoldo Rodriguez, City of Madera, City Manager
Mike Lima, City of Madera, Director of Financial Services
Joseph Hebert, City of Madera, Director of Parks & Community Services
Gabriela Salazar, City of Madera, Administrative Analyst

REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: D-3

SUBJECT:

Madera Subbasin Joint Groundwater Sustainability Plan Five-Year Evaluation and Update Cost Sharing Memorandum of Understanding

RECOMMENDATION:

Approve a Resolution Approving Madera Subbasin Joint Groundwater Sustainability Plan Five-Year Evaluation and Update Cost Sharing Memorandum of Understanding

SUMMARY:

As part of the City Council (Council) meeting of June 5, 2024, Council provided amended direction from the April 3, 2024 Council meeting relative to participation in the cost of preparing the *Madera Subbasin Joint Groundwater Sustainability Plan Five-Year Evaluation and Update Cost Sharing Memorandum of Understanding* (MOU) as well as in the domestic water well mitigation program. The need for amended direction was in response to a request from the County of Madera (County) following the April 3, 2024 Council meeting that all four GSAs participate in the Five-Year Evaluation and Update (Update) cost according to only one single formula.

DISCUSSION:

As part of the June 5, 2024 Council meeting, Council indicated that it would agree to a maximum participation of $95,472.75 towards the Update. This contribution was based on a cost estimate provided by the Update consultant for all tasks along with a recommended assignment to the participating Groundwater Sustainability Agencies (GSAs). That estimate is reproduced from the June 5th meeting as Table 1.

Table 1: *GSA Cost Summary*					
Task	Total Task Cost	Agency			
		MID	City	Madera Water District	County
Task 1 - Project Management and Coordination	**$19,220**	Equal $4,805	Equal $4,805	Equal $4,805	Equal $4,805
Task 2 - Project Technical Meetings and Outreach	**$84,093**	Equal $21,023.25	Equal $21,023.25	Equal $21,023.25	Equal $21,023.25
Task 3 – Planning and Coordination	**$50,498**	Equal $12,624.50	Equal $12,624.50	Equal $12,624.50	Equal $12,624.50
Task 4 – Evaluate and Update GSP Implementation Progress	**$96,580**	20% $19,316	20% $19,316	20% $19,316	40% $38,632
Task 5 – Reevaluate and Revise GSP Contents	**$133,504**	20% $26,700.80	20% $26,700.80	20% $26,700.80	40% $53,401.60
Task 6 – Prepare and Submit the Periodic Evaluation and Updated GSP	**$55,016**	20% $11,003.20	20% $11,003.20	20% $11,003.20	40% $22,006.40
Total	**$438,911**	$95,472.75	$95,472.75	$95,472.75	$152,492.75

The Update was completed and submitted to the Department of Water Resources (DWR) on January 31, 2025. The comment period ended on April 20,2025.

Staff is aware three comment letters received. The County determined that it should wait until all costs were known before preparing the MOU for signature. Because actual costs of the Update were found to be below the initial estimates, the MOU was forwarded to the GSAs for signature. The actual cost assignment to the City based on invoices from the Update consultant is $94,378.56.

FINANCIAL IMPACT:

It is not anticipated there will be an impact to the City's General Fund. Cost impacts associated with the Update are associated with the Water Fund.

ALTERNATIVES:

This report currently seeks input based on various alternatives included within the report itself. Staff is grateful for any other alternatives Council may present.

ATTACHMENTS:

1. Resolution
   Exhibit A – Memorandum of Understanding with Respect to the Cost Sharing for Water Year 2024 Madera Subbasin GSP Annual Reports

Attachment 1

Resolution

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF MADERA AND THE CITY OF MADERA, GROUNDWATER SUSTAINABILITY AGENCY BOARD APPROVING THE MADERA SUBBASIN JOINT GROUNDWATER SUTAINABILITY PLAN FIVE-YEAR EVALUATION AND UPDATE COST SHARING MEMORANDUM OF UNDERSTANDINGS

WHEREAS, the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act ("SGMA"), in California Water Code §10720 et seq., pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor and Chaptered by the Secretary of State on September 16, 2014; and

WHEREAS, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, each of the parties is a GSA within its territorial boundaries; and

WHEREAS, the County of Madera, the City of Madera, MID, MWD, Root Creek, Gravelly Ford, and New Stone (collectively hereinafter "Madera Subbasin GSAs") comprise the totality of GSAs for the Madera Groundwater Subbasin ("Madera Subbasin"), as its boundaries are recognized by California's Department of Water Resources ("DWR"), and may be modified from time to time in accordance with Water Code section 10722.2; and

WHEREAS, in the Madera Subbasin, the County of Madera, the City of Madera, MID, and MWD have jointly prepared the Madera Subbasin Joint GSP; and

WHEREAS, the Parties desire to enter into a cost sharing agreement with respect to development of the Madera Subbasin GSP five-year update consistent with the requirements of the Sustainable Groundwater Management Act ("SGMA"), GSP regulations, and applicable guidance from DWR (the "Project"), whereby costs are allocated based on the effort estimated separately for each of the GSAs; and

WHEREAS, funding is available in the Water Utility Fund, 20303800-6440.

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

1. The above recitals are true and correct.

2. The Agreement entitled "Madera Subbasin Joint Groundwater Sustainability Plan Five-Year Evaluation and Update Cost Sharing Memorandum of Understanding" is approved and

attached as Exhibit “A.” A copy of the Agreement shall be kept on file in the office of the City Clerk.

3. The Mayor is authorized to execute the Agreement.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

MADERA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN FIVE-YEAR EVALUATION AND UPDATE COST SHARING MEMORANDUM OF UNDERSTANDING

THIS MADERA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN ("GSP") FIVE-YEAR EVALUATION AND UPDATE COST SHARING MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____ 2025 (the "Effective Date"), by and between the COUNTY OF MADERA ("COUNTY"), the CITY OF MADERA ("CITY"), the MADERA IRRIGATION DISTRICT ("MID"), and the MADERA WATER DISTRICT ("MWD"), collectively hereinafter referred to as the "Parties," or individually as a "Party."

RECITALS

A. Each Party overlies the Madera Groundwater Subbasin, which is defined by the California Department of Water Resources in Bulletin 118 as Basin Number 5-22.06.

B. On April 16, 2024, the COUNTY entered into an agreement with David Engineering's Inc. ("CONSULTANT") for a Madera Subbasin Joint GSP Five-Year Evaluation and Update.

C. CONSULTANT services were estimated to cost Four Hundred Thirty-Eight Thousand Nine Hundred Eleven Dollars and Zero Centz ($438,911.00), but which ultimately only cost Three Hundred Eight-Nine Thousand Two Hundred Twenty-Six Dollars and Nineteen Cents ($389,262.19), which is most appropriately split between the Parties overlying the Madera Subbasin.

D. On April 1, 2025, the County Groundwater Sustainability Agency committee reviewed and agreed with this MOU.

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NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

1. **COST SHARING BETWEEN THE PARTIES**. The Parties agree to allocate the CONSULTANT costs arising from the CONSULTANT's work under the Agreement as set forth in the attached Exhibit "A."

2. **PAYMENT BY THE PARTIES**. Upon execution by all Parties to this Agreement, the COUNTY will send invoices to each Party for payment against each Party's cost share. Upon receipt of an invoice from the COUNTY, each Party agrees to pay the invoice on a timely basis, within thirty (30) days.

3. **COUNTY'S OBLIGATION TO MANAGE THE CONSULTANT AGREEMENT**. The COUNTY shall have the responsibility to manage the work of the CONSULTANT under the Agreement and to provide the Parties with periodic updates about the status of the CONSULTANT's work. The COUNTY shall retain all records, including billing records, arising from the Agreement to share with all Parties, upon request.

4. **NOTICES**. All notices required or permitted by this Agreement shall be in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or United States Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in section 5 below. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

COUNTY

County of Madera
Stephanie Anagnoson
200 W. 4th Street, 4th Floor
Madera, CA 93637

CITY

City of Madera
Keith Helmuth
205 West 4th Street
Madera, CA 93637

MID

Madera Irrigation District
Thomas Greci, Manager
12152 Road 28 1/4
Madera, CA 93637

MWD

Madera Water District
John Gies, Manager
16943 Road 26, Suite 103
Madera, CA 93638

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (conformation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

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5. **GENERAL PROVISIONS**.

5.01 Authority of Signers. The individuals executing this MOU represent and warrant they have the authority to execute this MOU and to legally bind the Party for whom they are signing to the terms and conditions of this MOU.

5.02 Governing Law/Venue. The validity and interpretation of this MOU will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Madera, State of California

5.03 Severability. If any term, provision, covenant, or condition of this MOU is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOU will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

5.04 Counterparts. This MOU may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

5.05 Construction and Interpretation. This MOU has been arrived at through negotiation and each of the Parties has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Parties shall not apply in the construction or interpretation of this MOU.

5.06 Headings. The subject headings of the sections of this MOU are included for purposes of convenience and shall not affect the interpretation of any of the provisions herein.

5.07 Entire Agreement. This MOU constitutes the entire agreement among the Parties with respect to the matters addressed in this MOU, and supersedes all prior agreements and understandings, written or oral.

5.08 No Independent Right. This MOU does not create any independent contractual right in any party to bring any action or proceeding against any other party based upon or asserting a claim that the party has failed to comply with a legal obligation imposed upon the party by law under the Sustainable Groundwater Management Act, nor does it eliminate any right of action existing under law in any Party independent of the provisions of this MOU.

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IN WITNESS WHEREOF the foregoing MOU is executed on the date and year first above-written.

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

MADERA IRRIGATION DISTRICT

By: _____
(Signature)

_____
(Print Name)

Approved as to Legal Form:
COUNTY COUNSEL

Title: _____

By: _____

CITY OF MADERA

ACCOUNT NUMBER(S)

By: _____
(Signature)

_____
(Print Name)

_____

Title: _____

MADERA WATER DISTRICT

By: _____
(Signature)

_____
(Print Name)

Title: _____

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EXHIBIT A

Total Costs by GSA

Madera Subbasin Joint GSP - Five-Year Evaluation and Updates Total Costs by GSA		
Madera County	$	100,077.51
City of Madera	$	94,378.56
Madera Irrigation District	$	100,240.81
Madera Water District	$	94,565.31

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 7, 2025

Agenda Number: **E-1**

SUBJECT:

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

RECOMMENDATION:

This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 3 Recap

SUMMARY:

Staff is providing an update on Fiscal Year 2024/25 Quarter 3 (January 2025 – March 2025) accomplishments, progress, and ongoing efforts of the PCS Department. This informational update covers all divisions within the PCS Department.

DISCUSSION:

The PCS Department delivers a wide range of direct services to the public and is divided into three major operational divisions: Administration, Recreation & Community Services, and Parks Maintenance. Together, these divisions provide high-quality recreational pursuits, preservation of parks and open space areas, entertainment, and leisure services to community members of all ages.

During Quarter 3 of Fiscal Year 2024/25, staff are pleased to share the following highlights of accomplishments and progress work, presented in no particular order:

Administration

- Hosted a ribbon cutting for the grand opening of the newest playground at Sunrise Rotary Sports Complex. The event was hosted on Saturday, February 1, 2025. Council accepted a Notice of Completion on March 19, 2025.

- Prepared FY 2025/2026 budget projections for each division of the Parks & Community Services, grant-related funded projects, and capital improvement projects. This also included doing end-of-year projections estimating expenditure through June 30, 2025.
- Prepared and finalized Invitation for Bid No. 202425-22 for the construction of Taubert Park. Released February 26, 2025.
- Prepared and finalized Request for Proposal No. 202425-15 for Professional Landscape Maintenance Services. Released February 19, 2025.
- Submitted the Outdoor Recreation Legacy Partnerships Program (ORLP) grant, requesting a total of $2,512,500 in match funding towards the Sunrise Rotary Sports Complex (SRSC) Expansion. The grant application proposed the conversion of the vacant lot at the corner of Tozer Street and Clinton Street, part of the SRSC, being developed into artificial turf soccer fields, plus additional amenities, including a loop trail, exercise equipment, shaded picnic area, fencing, landscaping, and paved parking lots. The grant was due March 11, 2025.
- Submitted a Progress Status Report to the State of California summarizing work completed for the Lions Town & Country Park Restroom Renovation project. This project is in the last phase of construction, with accessibility factors being addressed to meet compliance. This report was due March 26, 2025.
- Submitted a Progress Status Report to the State of California summarizing work completed for the James Taubert Park project. This report was due March 15, 2025.
- Executed the Construction Agreement for the Frank Bergon Senior Center fence installation project being awarded to Juarez Brothers General Engineering, Inc. for $137,622.76. Council approved on February 5, 2025.
- Executed the Construction Agreement for the Thaddeus Sran Playground at Centennial Park repairs and replacement due to arson, being awarded to Dave Bang Associated, Inc of California for $202,600.25. Council approved February 5, 2025.
- Executed a California Conservation Corps Sponsor Agreement through June 30, 2025, for the Performance of fire crews in the Fresno River for fuel reduction. Council approved March 5, 2025.

Parks Maintenance

- There have been two (2) new sets of goal posts installed at Sunrise Rotary Sports Complex. These goal posts replace goal posts that have outlived their usefulness.
- A total of three (3) staff members received CPR training and successfully received their certification.
- Staff responded to multiple residential complaints, including around Crystal Way regarding a tree issue. Residents expressed great feedback after issue was addressed.
- Directed and oversaw work by the City's contractor of citywide tree service agency, West Coast Arborists (WCA), as they completed tree pruning at the northwest corner of the Lions Town & Country Park.
- Staff received in-person ballfield and turf training by SiteOne Landscape, to better maintain City fields.

- Staff responded to multiple graffiti incidents across parks, trails, and recreational spaces, especially along the Vernon McCullough River Trail, where staff have seen the trash receptacles along the trail vandalized on multiple occasions.

Recreation

- The Recreation division has executed a CalFresh Healthy Living Program agreement with the Madera County Department of Public Health to carry out programming promoting wellness, creativity, and early childhood development. The agreement was approved by the Council on January 15, 2025. This partnership includes the City facilitating several programs, including:
    - Whip it Up Wednesday – A hands-on cooking class teaching basic nutrition and healthy, affordable recipes.
    - Karate With Me – A beginner-friendly martial arts program focusing on discipline, fitness, and fun.
    - Toddler Time – A parent-child interactive play group that includes music, movement, storytelling, and developmental activities.
- Over 958 duplicated youth attended the John Wells Youth Center.
- Over 797 duplicated youth attended the Pan American Center.
- Youth participated in basketball, volleyball, open gym access, and arts & crafts-related activities at both centers.

Aquatics

- The Centennial Park Pool Complex is set to open June 9, 2025.
- In preparation for the upcoming aquatics season, staff have begun planning for the hiring and programming to make the season successful. This has included:
    - Planning and submitting documentation requesting the hiring of Lifeguard personnel.
    - Release of recruitment advertisement.
    - Interviews of candidates and preparation of documentation to hire qualified individuals.
    - Planning training and certification courses for Lifeguards.
    - Planning and preparing the aquatics related programming and schedule that includes swimming lessons, open swim, rentals, and various other classes. The community can now register for classes or rentals via the City's ActiveNet portal, at the following link: www.madera.gov/register

Aging Services

- Programming that occurred in Quarter 3 of Fiscal Year 2024/25 includes:
    - Tai Chi
    - Tech Class
    - Pickleball Class
    - Chair Yoga
    - Weekly Day Trips
    - Karaoke
    - Knit n Knots
    - Arts & Crafts
    - Games/Bingo
    - Bailoterapia
    - Passport Travel

- The Pan-American Center was open for programming Monday through Friday from 9 am through 2 pm.
    - During January, 1,616 duplicated participants visited the center.
    - During February, 1,631 duplicated participants visited the center.
    - During March, 1,636 duplicated participants visited the center.
- The Frank Bergon Senior Center (FBSC) was open for programming on Tuesday, Wednesday, and Thursday from 9 am through 2 pm.
    - During January, 430 duplicate participants visited the center.
    - During February, 426 duplicated participants visited the center.
    - During March, 505 duplicated participants visited the center.
- Special events related to Aging Services included:
    - A New Year's Dinner Dance was hosted on January 10, 2025.
    - Wellness Clinics at both centers, hosted by the Madera County Public Health Department, on January 21, 2025, and January 23, 2025.
    - A Valentine's Dinner Dance was hosted on February 7, 2025.
    - A Spring Dinner Dance was hosted on March 14, 2025.
    - The Living Center staff from San Diego State University hosted the Local Aging and Disability Action Plan on March 19, 2025.

Sports

- Youth sports programming from January – March has included:
    - Youth Coed Basketball, with 17 total games and 174 players. Champions were crowned and a perpetual trophy is being displayed at the John Wells Youth Center.
    - Tiny Tikes Basketball, with 34 participants.
    - Tiny Tikes Multi-Sport, with 31 participants.
    - Adaptive Sports Camp, with 32 participants. This was a free introductory program that has received positive community feedback. This programming will be added to the sports calendar programming in the summer.
    - Middle School Basketball, with 4 total teams and 31 players. This was a new program and the league is running smoothly.
- Adult sports programming from January – March has included:
    - Adult Softball, with 14 total teams.
    - Adult Basketball, with 16 total teams.
    - Adult Open Gym Volleyball, with over 340 duplicated players.
- Staff have also been working to finalize several memorandums of understanding with the baseball and soccer leagues that utilize the City's fields and parks. These agreements will help memorialize responsibilities.
- New programs coming soon:
    - Adult Volleyball League
    - Summer Adaptive Sports Camp
    - Pitch Hit & Run, coming May 4, 2025

- Goals for the Sports division include making better use of social media to promote and advertise sports programming. As well as hosting the Youth Sports Fair, which will be an informational fair to share what the City offers in youth sports, with groups that provide youth sports being invited. No date is currently set, as this event is in the early stages of planning.

Community & Recreation Centers (Facilities)

- Utilization of the Frank Bergon Senior Center
  - 4 recorded rentals during January – March 2025.
  - The Master Gardeners hosted their annual tea party at the Frank Bergon Senior Center on January 25, 2025.
- Utilization of the John Wells Youth Center
  - 7 recorded rentals during January – March 2025.
  - Madera Unified School District held its annual Battle of the Books event on March 27, 2025. Approximately 200 people were in attendance.
- Utilization of the Pan-American Center
  - 8 recorded rentals during January – March 2025.
  - A "Know Your Rights" town hall meeting was held at the Pan-American Center on January 29, 2025. The event was hosted by the Madera Coalition for Community Justice.
- Utilization of the Youth Hut
  - 2 recorded rentals during January – March 2025.

Special Events

- The Spring Swing golf tournament was held on March 22, 2025. The event was successful with 74 golfers registering.
- On March 22, 2025, a Fishing Derby was held. The event welcomed over 250 participants, including families and children, making it one of the largest turnouts. The Fishing Derby is a family-friendly community fishing competition designed to introduce youth to outdoor recreation, fishing skills, and sportsmanship. Dozens of kids caught their first fish ever!

FINANCIAL IMPACT:

The preparation and presentation of this informational report does not result in any significant financial impact. While there are costs associated with the organization and execution of the community events referenced in this report, these expenses have been accounted for in the City's Fiscal Year 2024/25 budget. All activities and events were planned in alignment with the City's financial resources and were incorporated into the approved budget to ensure fiscal responsibility. As such, no additional appropriations or adjustments to the current budget are necessary at this time.

ALTERNATIVES:

This report is for informational purposes only and no formal action is being requested.

ATTACHMENTS:

No attachments.

Madera City Council Meeting
May 7, 2025
Agenda Item E-2

E-2 Select Recipient for the Proclamations in the Month of June

Recommendation: Request for Council's Selection of a Recipient for the Proclamation Recognizing Pride Month and a Proclamation Recognizing Juneteenth Day (Report by Alicia Gonzales)

There is no written report for this item.

Madera City Council
Meeting May 7, 2025
Agenda Item E-3

E-3 Informational Report on the Madera Metro Transit System

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

There is no written report for this item.