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

JOINT MEETING
NOTICE AND AGENDA

Wednesday, August 20, 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: 849 9322 9238 #. 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.

"Wordly" can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: https://attend.wordly.ai/join/FTZJ-3396

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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 Mike Souza, Harvest Community Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing National Senior Citizens Day

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 – July 16, 2025

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

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for July 5 to August 8, 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 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-5 2026 Benefit Plan Renewals

Recommendation: Adopt a Minute Order Approving Renewal of the City's Medical and Dental Plans as Presented (Report by Wendy Silva)

B-6 Approving P&A Administrative Services, Inc. (P&A) as the Plan Administrator for the City of Madera's (City's) Internal Revenue Service (IRS) Section 125 Plan

Recommendation: Adopt a Resolution approving P&A as the Plan Administrator for the City's IRS Section 125 Plan and authorizing the City Manager to execute the Flexible Benefits Administrative Services Agreement and related administrative documents necessary for the change in Plan Administrator (Report by Wendy Silva)

B-7 Participation in first party recovery and subrogation services with George Hills Company, Inc., (GH) through the Central San Joaquin Valley Risk Management Authority (CSJVRMA)

Recommendation: Adopt a Minute Order approving participation in services available under the Master Agreement for First Party Recovery and Subrogation Services between GH and CSJVRMA (Report by Wendy Silva)

B-8 2025 Old Timers Day Parade and Booths in the Park Event Entries

Recommendation: Approve a Minute Order Authorizing the City Manager to Execute Documents Necessary for any City Entries in the Old Timers Day Parade and Related Booths in the Park Event Scheduled September 27, 2025 (Report by Alicia Gonzales)

B-9 Bike Lane Construction Plan for Various Streets City Project R-94 Bid Package 2 and D Street Pavement Rehabilitation

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the Bike Lane Construction Plan for Various Streets City Project R-94 Bid Package 2 and D Street Pavement Rehabilitation Recording of Notice of Completion; and
2. Increase in Project Contingencies from 10 to 11.6 percent; and
3. Release of Retention 35 days after the Recording of the Notice of Completion (Report by Keith Helmuth)

B-10 Caltrans Airport 2025 Improvement Program Matching Grants for the Madera Municipal Airport

Recommendation: Adopt a Resolution Authorizing the City Manager to Submit Applications, Accept Allocations of Funds, and Sign Grant Agreements with the California Department of Transportation for Airport Improvement Program (AIP) Matching Grants (Report by Arnoldo Rodriguez)

B-11 City Projects TS-23, 24, 32 - Traffic Signal Modifications and Traffic Signal Installations

Recommendation: Adopt a Resolution Rejecting all Bids Received for the City Projects TS-23, TS-24, and TS-32 (Traffic Signals) at Howard Road and Pine Street, Howard Road and Yosemite Avenue/Q Street (Report by Keith Helmuth)

B-12 Request by Jaime Deniz Rangel for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 28537 Avenue 14 (APN 035-222-021) (Report by Keith Helmuth)

B-13 Budget Amendment for Project TS-34, Granada Drive Pedestrian Improvements

Recommendation: Adopt a Resolution Amending the City's Fiscal Year (FY) 2025/26 Operating Budget in the Amount of $113,760 (Report by Keith Helmuth)

B-14 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program

Recommendation: Adopt Resolutions:

1. Accepting the Grant Award in the Amount of $115,000; and
2. Amending the City's 2025/26 Adopted Budget by $115,000 to Reflect Revenues and Expenditures Related to the Grant (Report by Giachino Chiaramonte)

B-15 Motorola Service Provider Agreement Renewal

Recommendation: Adopt a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2025/2026 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-16 Motorola VESTA 911 Agreement Renewal

Recommendation: Adopt a Resolution Authorizing an Agreement Renewal with Motorola Solutions, Inc. for the Service and Maintenance of the Madera Police Department's (MPD) VESTA 911 Equipment and Authorizing an Amendment to the City of Madera Fiscal Year 2025/2026 Adopted Budget to Appropriate $84,943 to Cover the Cost of the Agreement Renewal (Report by Giachino Chiaramonte)

B-17 Fresno-Madera Area Agency on Aging for Fiscal Year 2025-26 for Title III C1 Congregate Nutrition Program for Older Adults

Recommendation: Adopt Resolutions:

1. Approving Contract Number 26-0147 Between the City and the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year (FY) 2025/2026 for the Title lll C1 Congregate Nutrition Program (CNP) for Older Adults, not to exceed $58,625; and
2. Amending the City's FY 2025/26 Operating Budget approving related revenue and expenditure line items related to the execution of the FMAAA Contract Number 26-0147, Title III C1 Congregate Nutrition Program (Report by Joseph Hebert)

B-18 Real-Time Crime Center Data Sharing

Recommendation: Adopt a Resolution approving an addendum to the existing Master Customer Agreement with Motorola Solutions, Inc. to allow for data sharing with Peregrine Technologies, Inc. dba Peregrine in support of the City's Real-Time Crime Center (Report by Giachino Chiaramonte)

B-19 City's Participation in the Old Timers' Day Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Fees and Services Relating to the Old Timers' Day Parade in the Amount of $2,956 (Report by Giachino Chiaramonte)

B-20 Madera County Food Bank Fee Waiver Request for the Senior Brown Bag Program

Recommendation: Adopt a Resolution waiving the rental fees of the Pan American Community Center starting on August 20, 2025, and ending on December 17, 2025, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $2,287.50 (Report by Joseph Hebert)

B-21 Central San Joaquin Valley Risk Management Authority (CSJVRMA) updated Joint Powers Agreement

Recommendation: Adopt a Resolution approving the CSJVRMA updated Joint Powers Agreement as Amended and Restated effective July 1, 2025 (Report by Wendy Silva)

B-22 Certificate of Recognition Honoring Ginger Latimer Recipient of the Crystal Tower Award

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Ginger Latimer Recipient of the Crystal Tower Award (Report by Alicia Gonzales)

C. <u>WORKSHOP</u>:

C-1 Updated Intersection Control Evaluation Report for the Lake Street/4th Street/Central Avenue Intersection

Recommendation: Staff recommends that the City Council (Council) consider the information within the Intersection Control Evaluation Report (Report) and provide direction to staff regarding course of future activity for this intersection (Report by Keith Helmuth)

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

D-1 Amendment No. 3 to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services and Budget Amendment to the FY 2025/26 Budget

1. Adopt a Resolution Approving a Third Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborists, Inc. (WCA), for additional work at $39,900; and
2. Adopt a Resolution Amending the City's FY 2025/26 Operating Budget approving related expenditure line item for the execution of a Third Amendment to the Agreement for Tree Management Maintenance Services with West Coast Arborists, Inc. for an additional $39,000 (Report by Joseph Hebert)

D-2 Contract Award for Water Main Replacement City Project W-43

Recommendation: Adopt a Resolution Approving the Contract Award for the Water Main Replacement Project City Project No. W-43 in the amount of $4,449,360.00 to Mid Cal Pipeline & Utilities, Inc. and Adopt a Class 2

Categorical Exemption (Replacement or Reconstruction) per CEQA Guidelines Section 15302 (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 Domestic Well Mitigation Program (DWMP) *(Action on this item by the (GSA) Groundwater Sustainability Agency)*

Recommendation: Receive update and provide direction regarding information provided as part of this report to City Council (Report by Keith Helmuth)

E-2 Appointments to the Golf Course Advisory Committee

Recommendation:
1. Consider the Recommendations for Appointments to the Golf Course Advisory Committee for the Service Organization Representative, Golfer/At-large Community Member, and the Non-Golfer/At-large Community Member; and
2. Adopt a Resolution Naming and Approving the Appointments to the Golf Course Advisory Committee for the Service Organization Representative, Golfer/At-large Community Member, and the Non-Golfer/At-large Community Member (Report by Joseph Hebert)

E-3 City Streetlighting Update

Recommendation: This report is submitted for informational purposes only. No action is requested from the City Council at this time (Report by Arnoldo Rodriguez)

E-4 Response to Madera County Grand Jury Final Report 2425-11; Published on Monday, June 30, 2025, titled "City "Bogeys" Grand Jury's Report"

Recommendation: It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

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

Title: City Clerk

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

Agency Designated Representative: Mayor Cece Gallegos

Title: City Clerk

FUTURE MEETING DATES:

- Wednesday, September 3, 2025

- Wednesday, September 17, 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 August 20, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on August 15, 2025.

Alicia Gonzales

Alicia Gonzales, City Clerk

NOTICE AND CALL OF THE
SPECIAL MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

CORRECTED

NOTICE AND AGENDA

Wednesday, August 20, 2025
8:00 p.m.

Council Chambers
City Hall

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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:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

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

A. CLOSED SESSION:

A-1 Conference with Legal Counsel—Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(3)
One Case

A-2 Conference with Legal Counsel – Anticipated Litigation
Deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4)
One Case

FUTURE MEETING DATES:

- Wednesday, September 3, 2025
- Wednesday, September 20, 2025

ADJOURNMENT:

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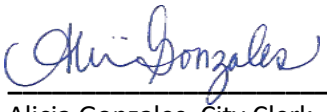
I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Special Meeting of the Madera City Council for August 20, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 9:15 a.m. on August 19, 2025.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	07/16/2025
Adopted:	08/20/2025

Minutes of a Regular Meeting of the Madera City Council

July 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
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, Grants Administrator Marcela Zuniga, 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, Deputy City Engineer Ellen Bitter, Assistant Engineer Alexis Raymundo, Recreation/Community Programs Coordinator Adam Romero and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Zacharia

PLEDGE OF ALLEGIANCE: Mayor Pro Tem 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: None

PUBLIC COMMENT:

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

Cynthia Obregon, a resident of Madera, mentioned that she was not in attendance during the June Pride Month proclamation and expressed her gratitude to Council for recognizing gay people.

Yolanda Contreras, a resident of Madera County spoke on behalf of the Madera Splashpad Project. She advocated for a fun place for children to play in Madera. She was saddened to hear Mayor Gallegos suggest to her and others that they visit other cities to enjoy their splash pads.

Michaela Contreras, a member of the public, advocated for a splash pad in Madera. Ms. Contreras asked Council why there was no clear direction to the Parks Director, no follow-up communications to their groups and why the Parks Director and City Manager were not present when their group met with Councilmembers. She also asked that this item be added to Council agendas until resolved.

Bishop Sherrod Cotton stated that they are opening a Church at 160 Dwyer Street. He invited Council to their grand opening ribbon cutting ceremony on August 3rd at 5:00 p.m. and he will be reaching out to Councilmember Evans for their musical event on August 1st.

Mayor Pro Tem Rodriguez advised Council and City Clerk Alicia Gonzales that Bishop Cotton would like to be added to the invocation rotation. Bishop Cotton was asked to give his contact information to the City Clerk.

Jose Rivera, a member of the public, advocated for a splash pad in Madera. He asked that instead of having a table tennis area at Taubert Park that Council switch that out for a splash pad.

City Clerk Alicia Gonzales stated there were two written comments. Both were emailed to Council, copies were provided to Council for this meeting and copies were available at the podium for whomever wished to see them.

1st Written Comment: by Tina Hernandez

Dear City Council Members, I am a mother and have two little ones. I would like to support the Madera Splash Pad Project and ask for each and everyone of you to please approve on this beneficial project. We need this space for our community during the hot summer weather to safely cool down. I have two little children that have enjoyed the outdoors and because of the heat we are having to stay home or do indoor play. We would like the option to just drive down the street and have some fun cooling down in Madera but instead we have had to travel to Fresno or nearby cities to play in their splash pads. While we are there in other communities, we are also spending money on food, gas, etc when we would prefer to spend money in Madera. As you know traveling is also time consuming and my kids often get anxious by the time we get to where we need to go. Not having to travel out of town just to cool down and enjoy the fun of a splash pad would help us so much. A splash pad in Madera is much needed. Every city seem to have them but why not us. My children and I are asking for your help and to please support this project and make it a reality. Thank you for your time and consideration.

2nd Written Comment: by Maurice Johnson

This email is to address the vacancies within the Airport Advisory Committee. I am reporting my observations relating to the lack of participation from existing members of the airport advisory board. There hasn't been a quorum in quite some time and it would be good to enlist people that are motivated to serve within their community. I (Maurice Johnson) have applied for an opportunity to support one of the vacant roles and would like to be considered. Again, this email is to bring to your attention that the state or order of business tied to the Aiport Advisory Committee's members attendance has been deficient. Thank you.

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

A. PUBLIC HEARINGS:

A-1 Establishment of Cannabis Business Permit Fees for the Annual Renewal of Cannabis Business Permits

Recommendation: Conduct a Public Hearing and Adopt a Resolution of the City Council of the City of Madera Establishing a Fee of $2816.70 for the Annual Renewal of Cannabis Business Permits (Report by Will Tackett)

Josh Lewis representing Embarc stated he supports this item and also supports giving an update on their community benefits efforts.

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

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

RES 25-135 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ESTABLISHING A FEE OF $2816.70 FOR THE ANNUAL RENEWAL OF CANNABIS BUSINESS PERMITS

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. ITEM B-4 WAS PULLED FOR DISCUSSION.

B-1 Minutes – July 2, 2025

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

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 21, 2025 to July 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 Quarterly Board, Commission, and Committee Attendance

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

B-5 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-6 Federal Aviation Administration Airport Infrastructure Grants and Airport Improvement Program Grants for the Madera Municipal Airport

Recommendation: Adopt a Resolution:

1. Ratifying the submitted grant applications for Federal Fiscal Years 2025 and 2026; and
2. Authorizing the City Manager to accept the Federal Aviation Administration (FAA) Airport Infrastructure Grants (AIG) and the Airport Improvement Program (AIP) grants, including subsequent amendments thereto, that are likely to follow those applications for projects at the Madera Municipal Airport (Airport) (Report by Arnoldo Rodriguez)

RES 25-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING THE SUBMITTED APPLICATIONS TO THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR FEDERAL ASSISTANCE AND AUTHORIZING THE CITY MANAGER TO ACCEPT AIRPORT INFRASTRUCTURE GRANTS (AIG) AND AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS, INCLUDING ALL AMENDMENTS THERETO, FOR THE PROJECTS IDENTIFIED IN THE APPLICATIONS AT THE MADERA MUNICIPAL AIRPORT (AIRPORT)

B-7 Memorandum of Understanding (MOU) with Mid Management (MM)

Recommendation: It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and MM effective July 16, 2025, through June 30, 2027 (Report by Wendy Silva)

RES 25-137 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND MID MANAGEMENT EFFECTIVE JULY 16, 2025, THROUGH JUNE 30, 2027

B-8 Adoption of Updated City of Madera Full Time Salary Schedules

Recommendation: Adopt a Resolution Approving Revised City of Madera Full Time Salary Schedules Effective June 28, 2025, and July 12, 2025 (Report by Wendy Silva)

RES 25-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULES EFFECTIVE JUNE 28, 2025, AND JULY 12, 2025

B-9 Acceptance of a Grant Award from the State of California Department of California Highway Patrol

Recommendation: Adopt Resolutions:

1. Accepting the Grant Award in the amount of $83,468; and
2. Amending the City's 2025/26 Adopted Budget by $83,468 to Reflect Revenues and Expenditures Related to the Grant (Report by Giachino Chiaramonte)

RES 25-139 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL IN THE

AMOUNT OF $83,468 AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO ACCEPT THE GRANT AWARD

RES 25-140 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2025/2026 BUDGET

B-10 Madera County Narcotic Enforcement Team Memorandum of Understanding

Recommendation: Adopt a Resolution Approving a Multi-agency Memorandum of Understanding Establishing the Madera County Narcotic Enforcement Team and Authorizing the Chief of Police to Execute the Agreement (Report by Giachino Chiaramonte)

RES 25-141 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MULTI-AGENCY MEMORANDUM OF UNDERSTANDING ESTABLISHING THE MADERA COUNTY NARCOTIC ENFORCEMENT TEAM AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT

B-11 Lease Agreement with Madera Unified School District and California Teaching Fellows Foundation for the John Wells Youth Center

Recommendation:
1. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center
2. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and California Teaching Fellows Foundation for the Occupation and Use of Facilities at the John Wells Youth Center (Report by Joseph Hebert)

RES 25-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TWO-YEAR LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS YOUTH CENTER

RES 25-143 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TWO-YEAR LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND CALIFORNIA TEACHING FELLOWS FOUNDATION FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS YOUTH CENTER

B-12 Assemblywoman Esmeralda Soria Fee Waiver Request for the Community Resource Fair and Backpack Giveaway

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center (PACC) on August 5, 2025, related to the Community Resource Fair and Backpack Giveaway event hosted by Assemblywoman Esmeralda Soria, at an Anticipated Rental Fee of $790 (Report by Joseph Hebert)

RES 25-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN COMMUNITY CENTER ON AUGUST 5, 2025, RELATED TO

ASSEMBLYWOMAN ESMERALDA SORIA'S COMMUNITY RESOURCE FAIR AND BACKPACK GIVEAWAY EVENT, AT AN ANTICIPATED RENTAL FEE OF $790

B-13 Madera Coalition for Community Justice Fee Waiver Request for the Electric Vehicle Application Clinic Resource Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Frank Bergon Senior Center (FBSC) on August 9, 2025, related to the Electric Vehicle Application Clinic Resource Event hosted by the Madera Coalition for Community Justice (MCCJ), at an Anticipated Rental Fee of $715 (Report by Joseph Hebert)

RES 25-145 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE FRANK BERGON SENIOR CENTER ON AUGUST 9, 2025, RELATED TO MADERA COALITION FOR COMMUNITY JUSTICE'S ELECTRIC VEHICLE APPLICATION CLINIC RESOURCE EVENT, AT AN ANTICIPATED RENTAL FEE OF $715

B-14 Budget Amendment for Fiscal Year 2025/26 for Centrifuge #2 Rehabilitation

Recommendation: Approve a Resolution Authorizing a Budget Amendment for $60,000 to Fund the Rehabilitation of Centrifuge #2 at the Wastewater Treatment Plant (Report by Arnoldo Rodriguez)

RES 25-146 RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR $60,000 TO FUND THE REHABILITATION OF CENTRIFUGE #2 AT THE WASTEWATER TREATMENT PLANT (WWTP)

C. WORKSHOP: None

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

D-1 Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81, CDBG Block Grant and City Hall Parking Lot Resurfacing

Recommendation: Adopt a Resolution:

1. Approving a contract award for Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant Including Bid Alternate 1 Mountain Vista Parking Lot and Bid Alternate 2 City Hall Parking Lot in the amount of $743,120.00 to VSS International, Inc., and
2. Approving a budget amendment in the amount of $194,830.84 to fully fund the project; and
3. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

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

RES 25-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR COMMUNITY AND

PARK FACILITIES PARKING LOT SURFACE REHABILITATION, CITY PROJECT NO. PK-81 CDBG BLOCK GRANT INCLUDING BID ALTERNATE 1 MOUNTAIN VISTA PARKING LOT AND BID ALTERNATE 2 CITY HALL PARKING LOT IN THE AMOUNT OF $743,120.00 TO VSS INTERNATIONAL, INC,. AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF $194,830.84 TO FULLY FUND THE PROJECT AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

D-2 Contractor Services Agreement with Tosted Asphalt, Inc. for IFB 202425-23 Lions Town & Country Park Trail Improvements

Recommendation: Adopt a Resolution Awarding a Construction Services Agreement under Invitation for Bid (IFB) 202425-23 for the Lions Town & Country Park Trail Improvements for $841,019.63 to Tosted Asphalt, Inc., with a Construction Contingency of up to 10 Percent of the Original Construction Agreement amount, up to $84,102 (Report by Joseph Hebert)

Parks and Recreation Director Joseph Hebert stated the bid came in under the Engineer's bid. Parks and Recreation Director Joseph Hebert was asked and answered that they may be able to expand the play area with the spare funds. Mayor Pro Tem Rodriguez asked that an estimate for a water park (splash pad) be kept in mind as a possible use for the funds.

No Public Comment was presented. Public Comment was closed.

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

RES 25-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION AWARDING A CONSTRUCTION SERVICES AGREEMENT UNDER INVITATION FOR BID (IFB) 202425-23 LIONS TOWN & COUNTRY PARK TRAIL IMPROVEMENTS FOR $841,019.63 TO TOSTED ASPHALT, INC. WITH A CONSTRUCTION CONTINGENCY OF UP TO 10% OF THE ORIGINAL CONSTRUCTION AGREEMENT AMOUNT, UP TO $84,102

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

E-1 Parks & Community Services Department Fiscal Year 2024/25 Quarter 4 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 4 Recap (Report by Joseph Hebert)

E-2 Appointments to the Golf Course Advisory Committee

Recommendation: This report is submitted to request direction from the City Council on the Golf Course Advisory Committee Members (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, TO TABLE ITEM E-2 TO THE NEXT MEETING WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

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.

Councilmember Villegas had no reports.

Mayor Pro Tem Rodriguez requested that vacancies in the Airport Advisory Committee be added to a future agenda to address current vacancies and ensure that future meetings can achieve quorum and proceed with necessary business. He thanked the various service clubs, sponsors and agencies that were involved in putting on this year's fireworks show.

Councilmember Mejia requested that an item be to a future agenda where they can review which boards and commissions remain relevant, examine the nomination and appointment processes for filling vacancies, and explore opportunities for community input and engagement. She attended the Leighton's Jewelers ribbon cutting. Councilmember Villegas was also present at that event.

Councilmember Montes thanked those who helped put on this year's fireworks show.

Councilmember Zacharia thanked the Police Department for keeping the Fireworks Spectacular show safe and thanked the various sponsors for their generous donations and thanked volunteers for their time in preparing for the event.

Councilmember Evans had no reports.

Mayor Gallegos mentioned the ribbon cutting for J&P Spinal and Joint Center and also welcomed five new officers who recently graduated from the Police Academy and will soon begin their training with the Madera Police Department.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

- Wednesday, August 20, 2025
- Wednesday, September 3, 2025

ADJOURNMENT: Meeting was adjourned at 7:48 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: August 20, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 5 to August 8, 2025.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 5 to August 8, 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	42277 – 43202	$10,127,949.17

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,522,575.10
SDI	EDD	$6,282.21
CalPERS Payment	CalPERS	$5,045,064.10

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 or 2025/2026 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 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 or Fiscal Year 2025/2026 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

August 20, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42777	07/09/2025	PARKS ADMINISTRATION	Prop 68 Grant	DAVID J. BOYLE	PARKS - LTC RESTROOMS	665.01
42778	07/09/2025	PD OPERATIONS	PD Operations	LEATHAM FAMILY, LLC	PD BADGE ORDER	622.45
42779	07/09/2025	PD OPERATIONS	Code Enforcement	DIEBERTS CREATIVE COPY INC	DOOR HANGERS - CE	137.02
42779	07/09/2025	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	75.78
42780	07/09/2025	PARKS ADMINISTRATION	General Fund	GLOBAL PAYMENTS, INC	PARKS - ACTIVE NET SUBSCRIPTION	1,222.22
42780	07/09/2025	PARKS ADMINISTRATION	Parks Administration	GLOBAL PAYMENTS, INC	PARKS - ACTIVE NET SUBSCRIPTION	111.11
42781	07/09/2025	PD OPERATIONS	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	2,400.00
42782	07/09/2025	PD OPERATIONS	Animal Control	NVA FRESNO VETERINARY MANAGEMENT	VETERINARY CARE SERVICES	508.37
42783	07/09/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 05/25	118,424.02
42783	07/09/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 05/25	75,987.83
42784	07/09/2025	FIRE	Fire	G & J TRUCK SALES, INC	E-56 REPAIRS	3,255.64
42784	07/09/2025	FIRE	MEAS K - FIRE	G & J TRUCK SALES, INC	T-58 REPAIRS	3,096.96
42785	07/09/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 05/16/25-05/31/25	869.48
42785	07/09/2025	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	3,001.89
42785	07/09/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	2,492.26
42785	07/09/2025	PD OPERATIONS	PD Operations	VAN DE POL ENTERPRISES, INC.	PD - PROPANE	23.39
42786	07/09/2025	INFORMATION SERVICES	Computer Replacement	NETWORKTIGERS, INC.	COMPUTER HARDWARE AND PERIPHERALS	10,006.52
42787	07/09/2025	STREETS	STREETS	INTERNATIONAL COATINGS COMPANY, INC.	TRAFFIC PAINT	11,558.96
42788	07/09/2025	PD OPERATIONS	MEAS K - PD	BRAUN NORTHWEST, INC	2025 FORD F650 CHASSIS HGAC AM23CC13	32,667.01
42788	07/09/2025	PD OPERATIONS	PD Command Center	BRAUN NORTHWEST, INC	2025 FORD F650 CHASSIS HGAC AM23CC13	35,355.99
42789	07/09/2025	PD OPERATIONS	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	380.00
42790	07/09/2025	FIRE	Fire	JOHN DOWDING	WINDOW COVERINGS	2,861.38
42791	07/09/2025	PD OPERATIONS	PD Operations	HNI WORKPLACE FURNISHINGS, LLC	COFI CHAIR	1,578.86
42792	07/09/2025	FINANCE	Central Admin	AT&T	06/25 CALNET SERVICE 9391026406	30.02
42792	07/09/2025	FINANCE	Finance	AT&T	06/25 CALNET SERVICE 9391026406	30.03
42792	07/09/2025	FINANCE	HR/RISK MGT	AT&T	06/25 CALNET SERVICE 9391026406	31.58
42792	07/09/2025	FINANCE	MEAS K - FIRE	AT&T	05/25 CALNET SERVICE 9391068734	61.61
42792	07/09/2025	FINANCE	Parks	AT&T	06/25 CALNET SERVICE 9391026412	163.45
42792	07/09/2025	FINANCE	Parks Administration	AT&T	06/25 CALNET SERVICE 9391031580	288.63
42792	07/09/2025	FINANCE	Sewer Mtnc/Operations	AT&T	06/25 CALNET SERVICE 9391031570	192.11
42792	07/09/2025	FINANCE	Sr Citizen Comm. Service	AT&T	06/25 CALNET SERVICE 93910264150	67.07
42792	07/09/2025	FINANCE	WWTP	AT&T	06/25 CALNET SERVICE 9391026417	40.42
42792	07/09/2025	FINANCE	WWTP	AT&T	06/25 CALNET SERVICE 9391026405	31.58
42792	07/09/2025	FINANCE	WWTP	AT&T	06/25 CALNET SERVICE 9391026410	61.61
42792	07/09/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391020514	155.40
42792	07/09/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391026414	379.44
42792	07/09/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391026409	31.99
42792	07/09/2025	PD OPERATIONS	PD Operations	AT&T	05/25 CALNET SERVICE 9391064552	286.21
42792	07/09/2025	PD OPERATIONS	PD Operations	AT&T	05/25 CALNET SERVICE 9391031566	155.40

CITY OF MADERA

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

August 20, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42792	07/09/2025	PD OPERATIONS	PD Operations	AT&T	05/25 CALNET SERVICE 9391031578	156.17
42793	07/09/2025	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	4,454.60
42794	07/09/2025	PARKS ADMINISTRATION	Sports Programs	BSN SPORTS	FOOTBALLS	447.07
42795	07/09/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	644.00
42796	07/09/2025	PD OPERATIONS	PD Operations	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	900.00
42797	07/09/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR 06/20/2025 PAYROLL	824.44
42798	07/09/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR 07/03/2025 PAYROLL	824.44
42799	07/09/2025	FINANCE	COMPUTER MAINT	COMCAST	06/25 SVS 81555003203220060	88.13
42800	07/09/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATION HEALTH CENTERS OF CAL.	PRE-EMPLOYMENT SERVICES	434.00
42801	07/09/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/25	161.00
42801	07/09/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/25	40.25
42801	07/09/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/25	40.25
42801	07/09/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/25	80.50
42802	07/09/2025	PD OPERATIONS	MEAS K - PD	47TH PLACE- CARPET ONE	PD - CARPET TILE INSTALLATION	2,042.12
42803	07/09/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEE - FIELD TRAINING OFFICER	266.00
42803	07/09/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	3,712.00
42804	07/09/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	332L TRAFFIC SIGNAL CABINET	9,471.88
42805	07/09/2025	PD OPERATIONS	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	681.62
42806	07/09/2025	PD OPERATIONS	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	128.63
42807	07/09/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/25 UTILITY SERVICES 3040421	53.44
42807	07/09/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/25 UTILITY SERVICES 3040431	101.97
42807	07/09/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/25 UTILITY SERVICES 3040441	196.33
42808	07/09/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 06/25	275.00
42809	07/09/2025	STREETS	STREETS	MADERA CARPORTS INC.	CARPORT 18' X 26'	4,844.19
42810	07/09/2025	FINANCE	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 05/25	153.50
42811	07/09/2025	UB - WATER	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID 03/24	175.50
42812	07/09/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 06/25	8,433.32
42813	07/09/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	45.60
42814	07/09/2025	PD OPERATIONS	PD Operations	OCCU-MED, LTD.	EXAM SERVICES	3,688.00
42815	07/09/2025	PARKS	Prop 68 Grant	O'DELL ENGINEERING, INC.	PROP 68 - OLIVE/TAUBERT PARK	6,210.75
42815	07/09/2025	PARKS ADMINISTRATION	Special Legislative Grant	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	178.16
42816	07/09/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3819620697-3	92.35
42816	07/09/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/25 SERVICE 8126770647-1	27.20
42816	07/09/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	06/25 SERVICE 8307681856-2	1,081.49
42816	07/09/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	06/25 SERVICE 2000655655-7	3,239.50
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 6690755760-8	136.35
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 1619119913-8	124.50
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 1715785853-5	2,515.71
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3499945233-6	128.39

CITY OF MADERA

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

August 20, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 7928098441-4	55.55
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 5237156686-1	51.49
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 4318089701-9	24.61
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 1013877191-9	69.43
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 8178280304-3	152.90
42816	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3352588453-3	178.22
42816	07/09/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	06/25 SERVICE 2173157566-4	3,214.63
42816	07/09/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3642526071-2	73.18
42816	07/09/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9651992016-7	208.96
42816	07/09/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9172110863-6	28,770.65
42816	07/09/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9109225160-1	577.49
42816	07/09/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/25 SERVICE 1902328695-8	26.29
42817	07/09/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 7946915676-5-5	21.73
42817	07/09/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	06/25 SERVICE 8788837242-9	11.89
42818	07/09/2025	HR/RISK MGT	Insurance/Reimb. Damage	MADERA COUNTY PROBATION	OVERPAYMENT REFUND - PROP20241113	50.00
42819	07/09/2025	FINANCE	Finance	PHOENIX GROUP INFO SYS	CITATIONS 05/25	310.00
42820	07/09/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 06/20/25 PAYROLL	949.39
42821	07/09/2025	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 07/03/25 PAYROLL	860.16
42822	07/09/2025	PD OPERATIONS	PD Operations	TASER INTERNATIONAL	TASERS	2,159.59
42823	07/09/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK	DATABASE ACCESS 03/25	210.00
42824	07/09/2025	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/25-06/10/25	117.91
42824	07/09/2025	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/25-06/10/25	38.01
42824	07/09/2025	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/25-06/10/25	684.46
42824	07/09/2025	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/25-06/10/25	1.60
42824	07/09/2025	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/25-06/10/25	38.01
42824	07/09/2025	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/25-06/10/25	266.11
42825	07/09/2025	PARKS	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	34,020.00
42826	07/09/2025	FINANCE	Finance	OTP - FINANCE	PER DIEM - TYLER CONNECT 2025	635.43
42827	07/09/2025	PD OPERATIONS	PD Operations	ASSET FORFEITURE/OTHER PD	REFUND - NO SHOW COURT DATE	550.00
42828	07/09/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	109.55
42828	07/09/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	1.50
42829	07/09/2025	BUILDING	Building	BLDING/PLAN REFNDS	CANCELLED PERMIT - ADDRESS IN COUNTY	60.99
42829	07/09/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	CANCELLED PERMIT - ADDRESS IN COUNTY	3.00
42830	07/09/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	502.79
42830	07/09/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	3.61
42831	07/09/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	502.81
42831	07/09/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	3.11
42832	07/09/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	502.77
42832	07/09/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	4.13

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42833	07/09/2025	BUILDING	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	396.20
42833	07/09/2025	BUILDING	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEE	3.88
42834	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919341	75.11
42835	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9904328	90.25
42836	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925656	113.20
42837	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000733	53.15
42838	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923547	61.52
42839	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9902744	59.31
42840	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922357	41.34
42841	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000590	185.53
42842	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926059	347.05
42843	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924001	176.55
42844	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922377	136.68
42845	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 1083003	173.44
42846	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 6739406	272.73
42847	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925882	175.42
42848	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000364	40.81
42849	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919102	121.89
42850	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923319	257.44
42851	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000481	188.60
42852	07/09/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9910925	170.44
42853	07/17/2025	ENGINEERING	Sewer Capital Outlay	SAK CONSTRUCTION, LLC	AVE 13 SEWER INTERCEPTOR REHABILITATION SS-14	643,152.31
42854	07/17/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 06/25	27,676.01
42855	07/17/2025	ENGINEERING	Sewer Capital Outlay	TELSTAR INSTRUMENTS	SS-06 FAIRGROUNDS LIFT STATION MODIFICATIONS	16,197.50
42856	07/17/2025	ENGINEERING	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	77,420.42
42857	07/17/2025	PD OPERATIONS	SUPP LAW ENF	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	37.89
42858	07/17/2025	PD OPERATIONS	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND EMPLOYMENT BACKGROU	800.00
42859	07/17/2025	PD OPERATIONS	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	943.00
42860	07/17/2025	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTESTE	212.46
42861	07/17/2025	PD OPERATIONS	PD Tire Amnesty Grant	AMERICAN TIRE RECYCLING, INC	TRAILER RENTAL - TIRE RECYCLE	7,500.00
42862	07/17/2025	PD OPERATIONS	PD Operations	CV FORENSIC NURSING SPECIALISTS	EXAM - 25M-04061	1,500.00
42863	07/17/2025	PD OPERATIONS	PD Operations	CENTRALSQUARE TECHNOLOGIES, LLC	ANNUAL CRYWOLF LICENSE & MAINTENANCE	9,525.53
42864	07/17/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	40.96
42864	07/17/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	75.88
42864	07/17/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	172.98
42864	07/17/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	8,152.25
42864	07/17/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	72.09
42864	07/17/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	198.83
42864	07/17/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	217.68

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42864	07/17/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	328.03
42864	07/17/2025	FINANCE	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	36.90
42864	07/17/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	618.03
42864	07/17/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	471.93
42864	07/17/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	310.83
42864	07/17/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	167.69
42864	07/17/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	411.06
42864	07/17/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	662.60
42864	07/17/2025	FINANCE	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	79.70
42864	07/17/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	264.46
42864	07/17/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	655.43
42864	07/17/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	185.33
42864	07/17/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	179.02
42864	07/17/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	1,940.07
42864	07/17/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	2,175.28
42864	07/17/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	1,250.80
42864	07/17/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	1,901.31
42864	07/17/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	1,486.63
42864	07/17/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	764.59
42864	07/17/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	1,573.11
42864	07/17/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	1,763.54
42864	07/17/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	3,675.34
42864	07/17/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	4,136.61
42864	07/17/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	3,344.02
42864	07/17/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	3,763.71
42864	07/17/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	1,235.51
42864	07/17/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	1,347.11
42864	07/17/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	138.85
42864	07/17/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	79.85
42864	07/17/2025	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	72.44
42864	07/17/2025	FINANCE	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	8,796.76
42864	07/17/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/01/25-06/15/25	211.59
42864	07/17/2025	FINANCE	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 06/16/25-06/30/25	583.62
42864	07/17/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/01/25-06/15/25	600.62
42865	07/17/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	1,680.00
42866	07/17/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	301.37
42867	07/17/2025	CITY CLERK'S OFFICE	City Council	MEJIA, ELSA	REIMBURSEMENT - BACK TO SCHOOL BACKPACKS	679.26
42868	07/17/2025	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	39.00
42868	07/17/2025	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	351.00

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42868	07/17/2025	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	78.00
42868	07/17/2025	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	117.00
42868	07/17/2025	PW ADMIN	General Fund	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	39.00
42868	07/17/2025	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	78.00
42868	07/17/2025	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	39.00
42868	07/17/2025	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	19.50
42868	07/17/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	19.50
42868	07/17/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES - WELL SITES 06/25	833.00
42868	07/17/2025	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	39.00
42868	07/17/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 06/25	39.00
42869	07/17/2025	FLEET MAINTENANCE	Fleet Maintenance	DL BATTY, INC.	SHOP - ROLL UP DOOR REPLACEMENT	8,109.59
42870	07/17/2025	CITY ADMIN	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	44,177.50
42871	07/17/2025	ENGINEERING	Water Capital Outlay	DEPARTMENT OF WATER RESOURCES	WATER MAIN REPLACEMENT W-4343	1,000.00
42872	07/17/2025	PLANNING	Planning	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	6,860.00
42873	07/17/2025	PARKS ADMINISTRATION	MUSD Agreements	REPTILE RON ANIMAL PRESENTATIONS INC.	EXOTIC ANIMAL PRESENTATION	1,200.00
42874	07/17/2025	BUILDING	Building	BPR CONSULTING GROUP	PLAN CHECK & INSPECTION SVS	2,776.88
42875	07/17/2025	GRANTS	CDBG ADMIN	LESAR DEVELOPMENT CONSULTANTS	PLAN CONSULTANTS	3,762.50
42876	07/17/2025	PD OPERATIONS	MEAS K - PD	ALLSTEEL INC	ACUITY OFFICE CHAIR	22,306.35
42876	07/17/2025	PD OPERATIONS	PD Operations	ALLSTEEL INC	ACUITY OFFICE CHAIR	685.56
42877	07/17/2025	PARKS ADMINISTRATION	Prop 68 Grant	MICHAEL JASON BLUHM	LTC RESTROOM RENOVATION	4,215.70
42878	07/17/2025	CITY CLERK'S OFFICE	General Fund	WATER EDUCATION FOR LATINO LEADERS	WELL UNTAPPED FELLOWSHIP PROGRA	937.00
42879	07/17/2025	PD OPERATIONS	DUI Enforcement	JERRY THOMPSON	2025 ENCLOSED TRAILER	3,500.00
42880	07/17/2025	PD OPERATIONS	PD Operations	CAL & STAN, INC.	OFFICE CHAIR ASSEMBLY	786.05
42881	07/17/2025	WWTP	WWTP	BLUE TRITON BRANDS INC	WWTP - LAB & DRINKING WATER	350.77
42882	07/17/2025	WATER QUALITY CONTRC	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,824.00
42882	07/17/2025	WATER QUALITY CONTRC	Water Quality Control	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	540.00
42883	07/17/2025	PD OPERATIONS	PD Operations	AT&T	06/25 CALNET SERVICE 9391064552	285.94
42884	07/17/2025	ENGINEERING	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	SS-08 2018 MANHOLE PROJECT & SS-09 SEWER REPAIRS	208.00
42885	07/17/2025	WWTP	WWTP	CALIFORNIA BOILER INC.	HEAT EXCHANGER	1,516.43
42886	07/17/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	840.00
42887	07/17/2025	PD OPERATIONS	PD Operations	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	900.00
42888	07/17/2025	ENGINEERING	Engineering	CA SURVEYING AND DRAFTING SUPPLY	TRI POD TIPS	38.71
42889	07/17/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATION HEALTH CENTERS OF CAL.	PRE-EMPLOYMENT SERVICES	510.00
42890	07/17/2025	INFORMATION SERVICES	LTF - Streets	DLT SOLUTIONS, INC.	AUTOCAD LICENSE RENEWAL	1,500.00
42891	07/17/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - FBSC	30.00
42891	07/17/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - FBSCM	258.00
42892	07/17/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 06/16/25-06/30/25	9,120.00
42893	07/17/2025	PD OPERATIONS	SUPP LAW ENF	J'S COMMUNICATIONS	INTERNAL REPLACEMENT BATTERY CARTRIDGE	1,783.59
42894	07/17/2025	PD OPERATIONS	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	750.10

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42895	07/17/2025	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6043	3,972.89
42896	07/17/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	4,333.00
42897	07/17/2025	PARKS ADMINISTRATION	Aquatics Programs	CHARLES LUECKER	CHLORINE FOR POOL	1,382.14
42898	07/17/2025	ENGINEERING	Water Capital Outlay	MADERA COUNTY	WATER STORAGE TAN	11,424.75
42899	07/17/2025	ENGINEERING	CDBG Public Improvement	MADERA TRIBUNE	REQUEST FOR BID - PK-81	1,320.00
42899	07/17/2025	ENGINEERING	Water Capital Outlay	MADERA TRIBUNE	REQUEST FOR BID - W-43	847.00
42899	07/17/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	45.60
42900	07/17/2025	PARKS ADMINISTRATION	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	219.60
42901	07/17/2025	PW ADMIN	General Fund	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	9,636.75
42901	07/17/2025	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	1,174.52
42901	07/17/2025	PW ADMIN	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	14,737.91
42901	07/17/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	7,189.47
42901	07/17/2025	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	2,477.74
42902	07/17/2025	PW ADMIN	WWTP	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT - CALL TO WWTP	53.76
42903	07/17/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	VIGILANT HARDWARE	1,416.96
42903	07/17/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	UNIT REPAIR	879.75
42903	07/17/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	VIDEO SYSTEM ANNUAL LICENSE	390.00
42903	07/17/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	LOCKING MOLLE MOUNT	2,938.99
42903	07/17/2025	PD OPERATIONS	PD Operations	MOTOROLA SOLUTIONS INC.	CONTRACT ADMIN SVS	4,891.11
42903	07/17/2025	PD OPERATIONS	PD Operations	MOTOROLA SOLUTIONS INC.	VIDEO SYSTEM ANNUAL LICENSE	487.50
42904	07/17/2025	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENTSD	2,240.00
42905	07/17/2025	BUILDING	Building	PECK'S PRINTERY	BUILDING - CORRECTION NOTICESICES	410.27
42906	07/17/2025	PD OPERATIONS	General Trust Fund	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	1,913.42
42906	07/17/2025	PD OPERATIONS	MEAS K - PD	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	44.34
42906	07/17/2025	PD OPERATIONS	PD Operations	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	65.00
42907	07/17/2025	PD OPERATIONS	SUPP LAW ENF	PROFORCE	MISC PD EQUIPMENT	851.62
42908	07/17/2025	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEME	898.70
42909	07/17/2025	FLEET MAINTENANCE	Fleet Maintenance	PUENTES, JUAN	TOOL ALLOWANCE REIMBURSEMENT	300.00
42910	07/17/2025	PARKS ADMINISTRATION	Comm & Rec Centers	SERGIO'S WELDING	PAC DUMPSTER ENCLOSURE FENCING	677.87
42911	07/17/2025	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	349.10
42911	07/17/2025	ENGINEERING	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	38.78
42912	07/17/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	337.24
42913	07/17/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK	DATABASE ACCESS 06/25	219.00
42914	07/17/2025	ENGINEERING	LTF - Streets	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - 183.0-184.0	356.00
42914	07/17/2025	ENGINEERING	LTF - Streets	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - 184.5-185.0	365.05
42914	07/17/2025	ENGINEERING	LTF - Streets	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - 184.5-185.0	90.05
42915	07/17/2025	PARKS	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	3,780.00
42915	07/17/2025	PARKS ADMINISTRATION	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	1,260.00
42916	07/17/2025	ENGINEERING	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2024 WATER METER PROJECT	411,978.88

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CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42917	07/17/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP & PLAN CHECK	307.50
42918	07/17/2025	PD OPERATIONS	General Trust Fund	OTP - FINANCE	CITIZENS ACADEMY COINS	300.00
42919	07/17/2025	PW ADMIN	STREETS	OTP - FINANCE	REIMBURSEMENT - DOT FEES	98.00
42920	07/17/2025	PW ADMIN	STREETS	OTP - FINANCE	REIMBURSEMENT - DOT FEES	58.00
42921	07/17/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 10000379	3,000.00
42922	07/17/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 505909	1,266.00
42923	07/17/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9903056	1,515.00
42924	07/24/2025	CITY ADMIN	Water Quality Control	MENDOZA, MARTIN	PER DIEM - TRI STATE SEMINAR	473.00
42925	07/24/2025	PD OPERATIONS	PD Operations	MUNOZ, ANTHONY	PER DIEM - DRE FIELD CERTIFICATION	372.00
42926	07/24/2025	CITY ADMIN	Sewer Mtnc/Operations	GARCIA, OSCAR	PER DIEM - TRI STATE SEMINAR	344.50
42927	07/24/2025	HR/RISK MGT	AIRPORT OPS	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	40,555.13
42927	07/24/2025	HR/RISK MGT	Animal Control	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,280.41
42927	07/24/2025	HR/RISK MGT	Aquatics Programs	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	8,803.35
42927	07/24/2025	HR/RISK MGT	Building	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	7,526.29
42927	07/24/2025	HR/RISK MGT	CDBG ADMIN	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,258.91
42927	07/24/2025	HR/RISK MGT	Central Admin	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	42,170.26
42927	07/24/2025	HR/RISK MGT	City Clerk's Office	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,074.35
42927	07/24/2025	HR/RISK MGT	City Council	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	6,778.30
42927	07/24/2025	HR/RISK MGT	Code Enforcement	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	8,865.93
42927	07/24/2025	HR/RISK MGT	Comm & Rec Centers	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	41,241.82
42927	07/24/2025	HR/RISK MGT	COMPUTER MAINT	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	5,581.46
42927	07/24/2025	HR/RISK MGT	DRAINAGE	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	8,107.67
42927	07/24/2025	HR/RISK MGT	Engineering	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	19,891.91
42927	07/24/2025	HR/RISK MGT	Facilities Maintenance	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	15,343.94
42927	07/24/2025	HR/RISK MGT	Finance	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	7,649.92
42927	07/24/2025	HR/RISK MGT	Fire	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	60,345.63
42927	07/24/2025	HR/RISK MGT	Fleet Maintenance	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	12,339.31
42927	07/24/2025	HR/RISK MGT	Fleet Motor Pool	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,474.65
42927	07/24/2025	HR/RISK MGT	GRANT OVERSIGHT	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	435.66
42927	07/24/2025	HR/RISK MGT	GRAFFITI ABATE	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,329.14
42927	07/24/2025	HR/RISK MGT	Home Program Income	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	242.17
42927	07/24/2025	HR/RISK MGT	HR/RISK MGT	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,873.49
42927	07/24/2025	HR/RISK MGT	INTERMODAL BLDG	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	5,094.00
42927	07/24/2025	HR/RISK MGT	LMD Services	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	7,811.23
42927	07/24/2025	HR/RISK MGT	Parks	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	168,866.09
42927	07/24/2025	HR/RISK MGT	Parks Administration	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,369.92
42927	07/24/2025	HR/RISK MGT	Planning	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	5,480.93
42927	07/24/2025	HR/RISK MGT	STREETS	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	156,667.73
42927	07/24/2025	HR/RISK MGT	Recreation	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	5,234.55

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42927	07/24/2025	HR/RISK MGT	Sewer Mtnc/Operations	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	349,254.28
42927	07/24/2025	HR/RISK MGT	SOLID WASTE	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	764.96
42927	07/24/2025	HR/RISK MGT	Sports Programs	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,344.98
42927	07/24/2025	HR/RISK MGT	Sr Citizen Comm. Serv.	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,798.45
42927	07/24/2025	HR/RISK MGT	Street Cleaning	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	10,598.90
42927	07/24/2025	HR/RISK MGT	Tire Clean Up	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	484.04
42927	07/24/2025	HR/RISK MGT	TRANS - FIXED	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	22,373.85
42927	07/24/2025	HR/RISK MGT	TRANS - DAR	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,304.80
42927	07/24/2025	HR/RISK MGT	UB - Garbage	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,529.92
42927	07/24/2025	HR/RISK MGT	UB - Sewer	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,529.92
42927	07/24/2025	HR/RISK MGT	UB - Water	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,050.24
42927	07/24/2025	HR/RISK MGT	WATER CONSERV	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,936.74
42927	07/24/2025	HR/RISK MGT	Water Mtnc/Operations	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	93,992.96
42927	07/24/2025	HR/RISK MGT	Water Quality Control	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,231.11
42927	07/24/2025	HR/RISK MGT	WWTP	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	188,450.70
42927	07/24/2025	HR/RISK MGT	MEAS K - PD	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	13,072.56
42927	07/24/2025	HR/RISK MGT	City Manager	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,614.57
42927	07/24/2025	HR/RISK MGT	Fleet Acquisition	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	145.12
42927	07/24/2025	HR/RISK MGT	Purchasing	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,380.30
42927	07/24/2025	HR/RISK MGT	Special Events	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	745.73
42927	07/24/2025	HR/RISK MGT	PD Operations	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	529,843.99
42927	07/24/2025	HR/RISK MGT	Successor Agency Admin	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,306.58
42927	07/24/2025	HR/RISK MGT	Prop 64	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	968.37
42927	07/24/2025	HR/RISK MGT	PD Tire Amnesty Grant	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	309.77
42927	07/24/2025	HR/RISK MGT	COPS Hiring Grant	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	3,873.49
42927	07/24/2025	HR/RISK MGT	PW Safe & Clean Initiative	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,905.11
42927	07/24/2025	HR/RISK MGT	MUSD Agreements	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	396.90
42927	07/24/2025	HR/RISK MGT	MCDPH Agreements	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	164.65
42927	07/24/2025	HR/RISK MGT	DAP Program Income	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	145.12
42927	07/24/2025	HR/RISK MGT	Special Investigation Unit	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	1,936.74
42927	07/24/2025	HR/RISK MGT	PD Opioid Settlement	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	968.37
42927	07/24/2025	HR/RISK MGT	Schools Policing	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	2,905.11
42927	07/24/2025	HR/RISK MGT	PD Housing Authority	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	968.37
42927	07/24/2025	HR/RISK MGT	Abandoned Vehicle Abate.	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	706.97
42927	07/24/2025	HR/RISK MGT	Golf Operations	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	10,396.37
42927	07/24/2025	HR/RISK MGT	Parking Dist Operation	CSJVRMA	Q2 WORKERS COMP, LIABILITY, & PROP ALLOCATION	464.81
42928	07/24/2025	PD OPERATIONS	PD Operations	CEDERQUIST, BRENT	PER DIEM - SLI SESSION #7	258.00
42929	07/24/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 07/01/25-07/15/25	7,695.00
42930	07/24/2025	HR/RISK MGT	Building	KAISER FOUNDATION HEALTH PLAN	CITY PAID RETIREE MEDICAL BILL 07/01/25 - 06/30/26	860.00

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42931	07/24/2025	CITY ADMIN	Sewer Mtnc/Operations	SOLIS, OSCAR	PER DIEM - TRI STATE SEMINAR	344.50
42932	07/24/2025	ENGINEERING	General Trust Fund	BOND ENCROACH	WARRANTY BOND RELEASE	9,184.80
42933	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921033	133.71
42934	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 8527002	177.72
42935	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 4486007	85.19
42936	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924598	43.85
42937	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920403	54.46
42938	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917580	143.46
42939	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917836	792.99
42940	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9916207	139.98
42941	07/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000015	245.11
42942	07/25/2025	ENGINEERING	Water Capital Outlay	THIRKETTLE CORPORATION	W-32 SENSUS METERS	15,331.76
42943	07/25/2025	PARKS ADMINISTRATION	Prop 68 Grant	DAVID J. BOYLE	PARKS - LTC RESTROOMS	31,561.00
42944	07/25/2025	ENGINEERING	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	111,941.50
42945	07/25/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 06/25	108,557.11
42945	07/25/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 06/25	70,491.64
42946	07/25/2025	FIRE	Fire	WORKING FIRE FURNITURE	BED FRAMES - STATION 57	11,743.67
42947	07/25/2025	CITY ADMIN	STREETS	RODRIGUEZ, MAURICIO	PER DIEM - TRI STATE SEMINAR LLC	344.50
42948	07/25/2025	GRANTS	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 24/25 - BENNET HOUSE Q4 INVOICE 3	1,589.69
42949	07/25/2025	HR/RISK MGT	PD Operations	VIDEGAIN, ALICIA	TUITION REIMBURSEMENT	918.00
42950	07/25/2025	PARKS ADMINISTRATION	CDBG Public Improvements	JUAREZ BROTHERS GENERAL ENG	CDBG - FBSC FENCE INSTALLATION	6,881.14
42951	07/25/2025	HR/RISK MGT	INS/RISK MGT	KRAMER WORKPLACE INVESTIGATIONS	CONSULTING SERVICES	8,778.00
42952	07/25/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 05/25	2,362.00
42952	07/25/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 06/25	2,362.00
42953	07/25/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	803.00
42953	07/25/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	803.00
42953	07/25/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	2,175.00
42953	07/25/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	2,175.00
42953	07/25/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	7,815.00
42953	07/25/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	7,815.00
42953	07/25/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	85.00
42953	07/25/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	85.00
42953	07/25/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	1,522.00
42953	07/25/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	1,522.00
42953	07/25/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	256.75
42953	07/25/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	256.75
42953	07/25/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	893.00
42953	07/25/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	893.00
42953	07/25/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	250.00

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42953	07/25/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	250.00
42953	07/25/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	950.50
42953	07/25/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	950.50
42953	07/25/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	950.50
42953	07/25/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	950.50
42953	07/25/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	864.50
42953	07/25/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	864.50
42953	07/25/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	864.50
42953	07/25/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	864.50
42953	07/25/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	256.75
42953	07/25/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	256.75
42953	07/25/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	256.75
42953	07/25/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	256.75
42953	07/25/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	256.75
42953	07/25/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	256.75
42953	07/25/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	1,106.00
42953	07/25/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	1,106.00
42953	07/25/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 05/25	5,448.00
42953	07/25/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 06/25	5,448.00
42954	07/25/2025	BUILDING	Building	BPR CONSULTING GROUP	PLAN CHECK & INSPECTION SVSPLAN CHECK & INSPECTI(	2,620.00
42955	07/25/2025	ENGINEERING	LTF - Streets	VSS INTERNATIONAL, INC.	R-94 BID PACKAGE 2 BIKE LANES & D ST PAVEMENT	386,991.74
42956	07/25/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	468.00
42956	07/25/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	5,427.00
42956	07/25/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	3,552.00
42957	07/25/2025	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 06/25	510.91
42957	07/25/2025	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 06/25	510.91
42957	07/25/2025	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 04/25	520.03
42957	07/25/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 05/25	103.97
42957	07/25/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 06/25	103.97
42957	07/25/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 04/25	105.82
42957	07/25/2025	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 05/25	33.86
42957	07/25/2025	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 06/25	33.86
42957	07/25/2025	FINANCE	City Attorney	AT&T	SERVICE 831-000-6408-576 04/25	34.47
42957	07/25/2025	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 05/25	28.52
42957	07/25/2025	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 06/25	28.52
42957	07/25/2025	FINANCE	City Clerk's Office	AT&T	SERVICE 831-000-6408-576 04/25	29.03
42957	07/25/2025	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 05/25	569.73
42957	07/25/2025	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 06/25	569.73
42957	07/25/2025	FINANCE	Code Enforcement	AT&T	SERVICE 831-000-6408-576 04/25	579.90

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42957	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 05/25	1,591.56
42957	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 06/25	1,591.56
42957	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	SERVICE 831-000-6408-576 04/25	1,619.97
42957	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 05/25	107.53
42957	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 06/25	107.53
42957	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 04/25	109.45
42957	07/25/2025	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 05/25	238.82
42957	07/25/2025	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 06/25	238.82
42957	07/25/2025	FINANCE	Engineering	AT&T	SERVICE 831-000-6408-576 04/25	243.09
42957	07/25/2025	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 05/25	81.39
42957	07/25/2025	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 06/25	81.39
42957	07/25/2025	FINANCE	Finance	AT&T	SERVICE 831-000-6408-576 04/25	82.84
42957	07/25/2025	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 05/25	1,022.42
42957	07/25/2025	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 06/25	1,022.42
42957	07/25/2025	FINANCE	Fire	AT&T	SERVICE 831-000-6408-576 04/25	1,040.67
42957	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 05/25	99.81
42957	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 06/25	99.81
42957	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 04/25	101.59
42957	07/25/2025	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 05/25	67.73
42957	07/25/2025	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 06/25	67.73
42957	07/25/2025	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 04/25	68.93
42957	07/25/2025	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 05/25	87.33
42957	07/25/2025	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 06/25	87.33
42957	07/25/2025	FINANCE	Planning	AT&T	SERVICE 831-000-6408-576 04/25	88.89
42957	07/25/2025	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 05/25	198.42
42957	07/25/2025	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 06/25	198.42
42957	07/25/2025	FINANCE	UB - Garbage	AT&T	SERVICE 831-000-6408-576 04/25	201.96
42957	07/25/2025	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 05/25	198.42
42957	07/25/2025	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 06/25	198.42
42957	07/25/2025	FINANCE	UB - Sewer	AT&T	SERVICE 831-000-6408-576 04/25	201.97
42957	07/25/2025	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 05/25	396.85
42957	07/25/2025	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 06/25	396.85
42957	07/25/2025	FINANCE	UB - Water	AT&T	SERVICE 831-000-6408-576 04/25	403.93
42957	07/25/2025	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 05/25	33.86
42957	07/25/2025	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 06/25	33.86
42957	07/25/2025	FINANCE	City Manager	AT&T	SERVICE 831-000-6408-576 04/25	34.47
42957	07/25/2025	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 05/25	569.73
42957	07/25/2025	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 06/25	569.73
42957	07/25/2025	FINANCE	PD Operations	AT&T	SERVICE 831-000-6408-576 04/25	579.90

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42958	07/25/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 06/25	31.58
42958	07/25/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 06/25	29.93
42958	07/25/2025	FINANCE	Building	AT&T	SERVICE 831-000-6408-576 06/25	18.65
42958	07/25/2025	FINANCE	Building	AT&T	06/25 CALNET SERVICE 9391026390	34.81
42958	07/25/2025	FINANCE	City Attorney	AT&T	06/25 CALNET SERVICE 9391031577	8.54
42958	07/25/2025	FINANCE	City Attorney	AT&T	06/25 CALNET SERVICE 9391031559	6.22
42958	07/25/2025	FINANCE	City Attorney	AT&T	06/25 CALNET SERVICE 9391026390	9.93
42958	07/25/2025	FINANCE	City Clerk's Office	AT&T	06/25 CALNET SERVICE 9391031577	8.54
42958	07/25/2025	FINANCE	City Clerk's Office	AT&T	06/25 CALNET SERVICE 9391031559	4.66
42958	07/25/2025	FINANCE	City Clerk's Office	AT&T	06/25 CALNET SERVICE 9391026390	9.93
42958	07/25/2025	FINANCE	Code Enforcement	AT&T	06/25 CALNET SERVICE 9391026413	62.87
42958	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	06/25 CALNET SERVICE 9391026390	267.02
42958	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	06/25 CALNET SERVICE 93910263920	63.22
42958	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	06/25 CALNET SERVICE 9391026393	93.19
42958	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	06/25 CALNET SERVICE 9391026391	310.85
42958	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	06/25 CALNET SERVICE 9391031577	17.10
42958	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	06/25 CALNET SERVICE 9391031559	4.66
42958	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	06/25 CALNET SERVICE 9391026390	16.16
42958	07/25/2025	FINANCE	Engineering	AT&T	06/25 CALNET SERVICE 9391031577	59.87
42958	07/25/2025	FINANCE	Engineering	AT&T	06/25 CALNET SERVICE 9391031559	35.74
42958	07/25/2025	FINANCE	Engineering	AT&T	06/25 CALNET SERVICE 9391026390	69.63
42958	07/25/2025	FINANCE	Facilities Maintenance	AT&T	06/25 CALNET SERVICE 9391031564	13.71
42958	07/25/2025	FINANCE	Facilities Maintenance	AT&T	06/25 CALNET SERVICE 9391026394	24.38
42958	07/25/2025	FINANCE	Finance	AT&T	06/25 CALNET SERVICE 9391031577	47.03
42958	07/25/2025	FINANCE	Finance	AT&T	06/25 CALNET SERVICE 9391026390	54.70
42958	07/25/2025	FINANCE	Fire	AT&T	06/25 CALNET SERVICE 9391026402	31.58
42958	07/25/2025	FINANCE	Fleet Maintenance	AT&T	06/25 CALNET SERVICE 9391031564	9.14
42958	07/25/2025	FINANCE	Fleet Maintenance	AT&T	06/25 CALNET SERVICE 9391026394	16.28
42958	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	06/25 CALNET SERVICE 9391031577	17.10
42958	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	06/25 CALNET SERVICE 9391031559	10.88
42958	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	06/25 CALNET SERVICE 9391026390	19.89
42958	07/25/2025	FINANCE	HR/RISK MGT	AT&T	06/25 CALNET SERVICE 9391031577	12.80
42958	07/25/2025	FINANCE	HR/RISK MGT	AT&T	06/25 CALNET SERVICE 9391031559	6.22
42958	07/25/2025	FINANCE	HR/RISK MGT	AT&T	06/25 CALNET SERVICE 9391026390	14.89
42958	07/25/2025	FINANCE	Planning	AT&T	06/25 CALNET SERVICE 9391031577	21.37
42958	07/25/2025	FINANCE	Planning	AT&T	06/25 CALNET SERVICE 9391031559	10.81
42958	07/25/2025	FINANCE	Planning	AT&T	06/25 CALNET SERVICE 9391026390	24.85
42958	07/25/2025	FINANCE	STREETS	AT&T	06/25 CALNET SERVICE 9391031564	22.86
42958	07/25/2025	FINANCE	STREETS	AT&T	06/25 CALNET SERVICE 9391026394	16.28

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42958	07/25/2025	FINANCE	Sewer Mtnc/Operations	AT&T	06/25 CALNET SERVICE 939103156	15.99
42958	07/25/2025	FINANCE	Sewer Mtnc/Operations	AT&T	06/25 CALNET SERVICE 939102639	28.44
42958	07/25/2025	FINANCE	SOLID WASTE	AT&T	06/25 CALNET SERVICE 9391031564	18.29
42958	07/25/2025	FINANCE	SOLID WASTE	AT&T	06/25 CALNET SERVICE 9391026394	32.50
42958	07/25/2025	FINANCE	Sr Citizen Community Serv	AT&T	06/25 CALNET SERVICE 9391026389	31.58
42958	07/25/2025	FINANCE	Sr Citizen Community Serv	AT&T	06/25 CALNET SERVICE 9391026403	34.32
42958	07/25/2025	FINANCE	UB - Garbage	AT&T	06/25 CALNET SERVICE 9391031577	13.89
42958	07/25/2025	FINANCE	UB - Garbage	AT&T	06/25 CALNET SERVICE 9391031564	4.57
42958	07/25/2025	FINANCE	UB - Garbage	AT&T	06/25 CALNET SERVICE 9391026394	8.13
42958	07/25/2025	FINANCE	UB - Garbage	AT&T	06/25 CALNET SERVICE 9391031559	6.28
42958	07/25/2025	FINANCE	UB - Garbage	AT&T	06/25 CALNET SERVICE 9391026390	19.89
42958	07/25/2025	FINANCE	UB - Sewer	AT&T	06/25 CALNET SERVICE 9391031577	13.89
42958	07/25/2025	FINANCE	UB - Sewer	AT&T	06/25 CALNET SERVICE 9391031564	4.57
42958	07/25/2025	FINANCE	UB - Sewer	AT&T	06/25 CALNET SERVICE 9391026394	8.13
42958	07/25/2025	FINANCE	UB - Sewer	AT&T	06/25 CALNET SERVICE 9391031559	6.22
42958	07/25/2025	FINANCE	UB - Sewer	AT&T	06/25 CALNET SERVICE 9391026390	16.16
42958	07/25/2025	FINANCE	UB - Water	AT&T	06/25 CALNET SERVICE 9391031577	27.84
42958	07/25/2025	FINANCE	UB - Water	AT&T	06/25 CALNET SERVICE 9391031564	9.15
42958	07/25/2025	FINANCE	UB - Water	AT&T	06/25 CALNET SERVICE 9391026394	40.66
42958	07/25/2025	FINANCE	UB - Water	AT&T	06/25 CALNET SERVICE 9391031577	35.74
42958	07/25/2025	FINANCE	UB - Water	AT&T	06/25 CALNET SERVICE 9391026390	32.38
42958	07/25/2025	FINANCE	Water Mtnc/Operations	AT&T	06/25 CALNET SERVICE 9391031564	20.56
42958	07/25/2025	FINANCE	Water Mtnc/Operations	AT&T	06/25 CALNET SERVICE 9391026394	36.57
42958	07/25/2025	FINANCE	Water Quality Control	AT&T	06/25 CALNET SERVICE 9391031564	9.14
42958	07/25/2025	FINANCE	Water Quality Control	AT&T	06/25 CALNET SERVICE 9391026394	16.28
42958	07/25/2025	FINANCE	WWTP	AT&T	06/25 CALNET SERVICE 9391031564	13.71
42958	07/25/2025	FINANCE	WWTP	AT&T	06/25 CALNET SERVICE 9391026394	24.38
42958	07/25/2025	FINANCE	City Manager	AT&T	06/25 CALNET SERVICE 9391031577	8.54
42958	07/25/2025	FINANCE	City Manager	AT&T	06/25 CALNET SERVICE 9391031559	9.32
42958	07/25/2025	FINANCE	City Manager	AT&T	06/25 CALNET SERVICE 9391026390	9.93
42958	07/25/2025	FINANCE	Purchasing	AT&T	06/25 CALNET SERVICE 9391031564	13.71
42958	07/25/2025	FINANCE	Purchasing	AT&T	06/25 CALNET SERVICE 9391026394	24.38
42958	07/25/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391059143	2,008.19
42958	07/25/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391031561	155.40
42958	07/25/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391026411	154.25
42958	07/25/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391031577	284.88
42958	07/25/2025	PD OPERATIONS	PD Operations	AT&T	06/25 CALNET SERVICE 9391031578	312.34
42958	07/25/2025	PD OPERATIONS	PD Operations	AT&T	06/25 CALNET SERVICE 9391031566	310.80
42959	07/25/2025	FINANCE	Aquatics Programs	AT&T	06/25 CALNET SERVICE 9391026397	30.02

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42959	07/25/2025	FINANCE	Sr Citizen Community Serv	AT&T	06/25 CALNET SERVICE 9391026398	31.58
42959	07/25/2025	FINANCE	Sr Citizen Community Serv	AT&T	06/25 CALNET SERVICE 9391026395	31.58
42959	07/25/2025	FINANCE	PD Operations	AT&T	06/25 CALNET SERVICE 9391026401	31.58
42960	07/25/2025	FINANCE	AIRPORT OPS	AT&T	05/25 FIRSTNET SERVICE 287302656036	229.40
42960	07/25/2025	FINANCE	AIRPORT OPS	AT&T	05/25 FIRSTNET SERVICE 287302656036	229.39
42960	07/25/2025	FINANCE	Building	AT&T	05/25 FIRSTNET SERVICE 287302656036	149.76
42960	07/25/2025	FINANCE	Building	AT&T	06/25 FIRSTNET SERVICE 287302656036	149.73
42960	07/25/2025	FINANCE	City Clerk's Office	AT&T	05/25 FIRSTNET SERVICE 287302656036	89.74
42960	07/25/2025	FINANCE	City Clerk's Office	AT&T	06/25 FIRSTNET SERVICE 287302656036	89.74
42960	07/25/2025	FINANCE	City Council	AT&T	05/25 FIRSTNET SERVICE 287302656036	281.68
42960	07/25/2025	FINANCE	City Council	AT&T	06/25 FIRSTNET SERVICE 287302656036	281.68
42960	07/25/2025	FINANCE	Code Enforcement	AT&T	05/25 FIRSTNET SERVICE 287302656036	44.87
42960	07/25/2025	FINANCE	Code Enforcement	AT&T	06/25 FIRSTNET SERVICE 287302656036	44.87
42960	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	05/25 FIRSTNET SERVICE 287302656036	49.92
42960	07/25/2025	FINANCE	Comm & Rec Centers	AT&T	06/25 FIRSTNET SERVICE 287302656036	49.91
42960	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	05/25 FIRSTNET SERVICE 287302656036	575.73
42960	07/25/2025	FINANCE	COMPUTER MAINT	AT&T	06/25 FIRSTNET SERVICE 287302656036	575.69
42960	07/25/2025	FINANCE	Engineering	AT&T	05/25 FIRSTNET SERVICE 287302656036	284.28
42960	07/25/2025	FINANCE	Engineering	AT&T	06/25 FIRSTNET SERVICE 287302656036	284.75
42960	07/25/2025	FINANCE	Facilities Maintenance	AT&T	05/25 FIRSTNET SERVICE 287302656036	649.22
42960	07/25/2025	FINANCE	Facilities Maintenance	AT&T	06/25 FIRSTNET SERVICE 287302656036	649.16
42960	07/25/2025	FINANCE	Finance	AT&T	05/25 FIRSTNET SERVICE 287302656036	189.58
42960	07/25/2025	FINANCE	Finance	AT&T	06/25 FIRSTNET SERVICE 287302656036	189.56
42960	07/25/2025	FINANCE	Fleet Maintenance	AT&T	05/25 FIRSTNET SERVICE 287302656036	44.87
42960	07/25/2025	FINANCE	Fleet Maintenance	AT&T	06/25 FIRSTNET SERVICE 287302656036	44.87
42960	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	05/25 FIRSTNET SERVICE 287302656036	94.79
42960	07/25/2025	FINANCE	GRANT OVERSIGHT	AT&T	06/25 FIRSTNET SERVICE 287302656036	94.78
42960	07/25/2025	FINANCE	HR/RISK MGT	AT&T	05/25 FIRSTNET SERVICE 287302656036	49.92
42960	07/25/2025	FINANCE	HR/RISK MGT	AT&T	06/25 FIRSTNET SERVICE 287302656036	49.91
42960	07/25/2025	FINANCE	Parks	AT&T	05/25 FIRSTNET SERVICE 287302656036	94.79
42960	07/25/2025	FINANCE	Parks	AT&T	06/25 FIRSTNET SERVICE 287302656036	94.78
42960	07/25/2025	FINANCE	Parks Administration	AT&T	05/25 FIRSTNET SERVICE 287302656036	90.16
42960	07/25/2025	FINANCE	Parks Administration	AT&T	06/25 FIRSTNET SERVICE 287302656036	90.15
42960	07/25/2025	FINANCE	Planning	AT&T	05/25 FIRSTNET SERVICE 287302656036	94.79
42960	07/25/2025	FINANCE	Planning	AT&T	06/25 FIRSTNET SERVICE 287302656036	94.78
42960	07/25/2025	FINANCE	STREETS	AT&T	05/25 FIRSTNET SERVICE 287302656036	49.92
42960	07/25/2025	FINANCE	STREETS	AT&T	06/25 FIRSTNET SERVICE 287302656036	49.91
42960	07/25/2025	FINANCE	Recreation	AT&T	05/25 FIRSTNET SERVICE 287302656036	89.74
42960	07/25/2025	FINANCE	Recreation	AT&T	06/25 FIRSTNET SERVICE 287302656036	89.74

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42960	07/25/2025	FINANCE	Sr Citizen Comm. Serv.	AT&T	05/25 FIRSTNET SERVICE 287302656036	109.79
42960	07/25/2025	FINANCE	Sr Citizen Comm. Serv.	AT&T	06/25 FIRSTNET SERVICE 287302656036	109.78
42960	07/25/2025	FINANCE	WWTP	AT&T	05/25 FIRSTNET SERVICE 287302656036	94.79
42960	07/25/2025	FINANCE	WWTP	AT&T	06/25 FIRSTNET SERVICE 287302656036	94.78
42960	07/25/2025	FINANCE	City Manager	AT&T	05/25 FIRSTNET SERVICE 287302656036	140.08
42960	07/25/2025	FINANCE	City Manager	AT&T	06/25 FIRSTNET SERVICE 287302656036	122.42
42960	07/25/2025	FINANCE	Purchasing	AT&T	05/25 FIRSTNET SERVICE 287302656036	44.87
42960	07/25/2025	FINANCE	Purchasing	AT&T	06/25 FIRSTNET SERVICE 287302656036	44.87
42961	07/25/2025	ENGINEERING	Measure T-LTP Suppl Sts.	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SVS	9,685.50
42962	07/25/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	320.00
42963	07/25/2025	WATER QUALITY CONTRC	Water Quality Control	BSK ASSOCIATES	UCMR5 SAMPLING	4,620.00
42964	07/25/2025	ENGINEERING	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SVS	1,792.00
42965	07/25/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	256.00
42965	07/25/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	1,120.00
42965	07/25/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	2,065.98
42966	07/25/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATION HEALTH CENTERS OF CAL.	PRE-EMPLOYMENT SVS	1,161.00
42967	07/25/2025	ENGINEERING	Engineering	DIAMOND COMMUNICATIONS	ALARM SERVICES - ENG	180.00
42968	07/25/2025	PD OPERATIONS	PD Operations	FISHER SCIENTIFIC COMPANY, LLC	TRUNARC CORE PROGRAM-ONE	1,310.00
42969	07/25/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 05/25	434.50
42969	07/25/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 05/25	434.50
42970	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	CHARLES LUECKER	CHLORINE FOR POOL	305.62
42971	07/25/2025	ENGINEERING	Water Mtnc/Operations	MADERA COUNTY	5-YEAR GSA UPDATE	94,378.56
42971	07/25/2025	ENGINEERING	Water Mtnc/Operations	MADERA COUNTY	GSP ANNUAL REPORT	7,187.68
42972	07/25/2025	WATER MTNC/OPERATIC	Water Mtnc/Operations	MADERA PUMPS, INC.	PUMPING EQUIPMENT AND ACCESSORIES	34,746.73
42973	07/25/2025	GRANTS	PLHA	MADERA RESCUE MISSION, INC.	PLHA INVOICE 06/25	7,525.85
42974	07/25/2025	PD OPERATIONS	SUPP LAW ENF	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	3,186.28
42975	07/25/2025	PARKS ADMINISTRATION	Comm & Rec Centers	MAGNETAR. US, INC.	YC ALARM SYSTEM SERVICE	1,412.33
42976	07/25/2025	UB - WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 05/25	636,872.62
42977	07/25/2025	INFORMATION SERVICES	Computer Replacement	MOTOROLA SOLUTIONS INC.	AVIGILON COMPUTER SOFTWARE	15,745.00
42977	07/25/2025	PD OPERATIONS	SUPP LAW ENF	MOTOROLA SOLUTIONS INC.	LICENSE FEE	458.32
42978	07/25/2025	ENGINEERING	LTF - Streets	NICHOLS CONSULTING ENGINEERS, CHTD.	ENGINEERING CONSULTING SVS	2,160.00
42979	07/25/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	98.11
42979	07/25/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	11.35
42979	07/25/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	64.26
42979	07/25/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	3,637.24
42979	07/25/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	3,207.15
42979	07/25/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	550.77
42979	07/25/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	387.26
42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	39,604.45

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42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	8,856.84
42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9787342989-4	184.07
42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 5207933925-6	87.10
42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3533032414-2	2,048.67
42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 5225647713-5	14.78
42979	07/25/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/25 SERVICE 1598348280-1	78.35
42979	07/25/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	1,890.83
42979	07/25/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	111.90
42979	07/25/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	1,020.07
42979	07/25/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	8,968.63
42979	07/25/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	209.71
42979	07/25/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	06/25 SERVICE 8675479583-8	66.19
42979	07/25/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	2,476.40
42979	07/25/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	32.24
42979	07/25/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	(177.09)
42979	07/25/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	11.34
42979	07/25/2025	FINANCE	Sr Citizen Comm. Serv.	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	7.83
42979	07/25/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	142,876.09
42979	07/25/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	26,552.89
42979	07/25/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3533032414-2	28,796.09
42979	07/25/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	38,141.12
42979	07/25/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/25 SERVICE 3533032414-2	226,739.30
42979	07/25/2025	FINANCE	Zone 34B Activities	PACIFIC GAS & ELECTRIC	06/25 SERVICE 0443905948-8	11.90
42979	07/25/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	33.39
42979	07/25/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	82.90
42979	07/25/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	12.28
42979	07/25/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	30.88
42979	07/25/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	22.24
42979	07/25/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	11.23
42979	07/25/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	54.64
42979	07/25/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	41.05
42979	07/25/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	30.88
42979	07/25/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	10.28
42979	07/25/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	72.46
42979	07/25/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	11.54
42979	07/25/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	73.54
42979	07/25/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	23.73
42979	07/25/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	181.66
42979	07/25/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	1,170.35

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42979	07/25/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	06/25 SERVICE 6948316261-1	24.95
42979	07/25/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	05/25 SERVICE 3533032414-2	61.90
42979	07/25/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	06/25 SERVICE 9920095153-3	87.80
42980	07/25/2025	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	358.00
42981	07/25/2025	WATER MTNC/OPS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	53,035.28
42982	07/25/2025	ENGINEERING	AFFORDABLE HOUSING	SEAL RITE PAVING	SIDEWALK IMPROVEMENT	226,640.29
42983	07/25/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	6,332.09
42984	07/25/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	LAWN SERVICES - 06/25	600.00
42985	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - MILLVIEW GYM	200.00
42986	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	480.00
42986	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	100.00
42987	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
42988	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00
42989	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
42990	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - JWYC	200.00
42991	07/25/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	LOCATION CHANGE REFUND	95.63
42992	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
42993	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND	240.00
42993	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND	100.00
42994	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	500.00
42995	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
42996	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
42997	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	200.00
42998	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
42999	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC	100.00
43000	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	200.00
43001	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC	100.00
43002	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	85.00
43003	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00
43004	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00
43005	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43006	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	1.009203002	500.00
43007	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43008	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	100.00
43009	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
43010	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	480.00
43010	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	100.00
43011	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	85.00
43012	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00

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43013	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
43014	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43015	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00
43016	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
43017	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00
43018	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	100.00
43018	07/25/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	200.00
43019	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	500.00
43020	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43021	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	500.00
43022	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC	100.00
43023	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND	85.00
43023	07/25/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND	5.00
43024	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43025	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43026	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43027	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND	70.00
43028	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43029	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43030	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
43031	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
43032	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC	100.00
43033	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	500.00
43034	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43035	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	100.00
43036	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43037	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43038	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43039	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43040	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43041	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43042	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	100.00
43043	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43044	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC	50.00
43045	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY	50.00
43046	07/25/2025	PARKS ADMINISTRATION	Aquatics Programs	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	480.00
43046	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	100.00
43046	07/25/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REFUND - POOL	25.00
43047	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM	500.00

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43048	07/25/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY	50.00
43049	07/29/2025	CITY ADMIN	STREETS	VALDEZ, JAVIER	PER DIEM - TRI-STATE SEMINAR LLC	344.50
43050	07/29/2025	FINANCE	Finance	THE PUN GROUP	PROFESSIONAL AUDITING SVS	6,667.00
43051	07/29/2025	PD OPERATIONS	PD Operations	RAMIREZ, PRISCILLA	PER DIEM - FBI BASIC CNT TRAINING COURSE	451.50
43052	07/29/2025	PD OPERATIONS	PD Operations	NATHAN MUNOZ	PER DIEM - DRE FIELD CERTIFICATION	372.00
43053	07/29/2025	PD OPERATIONS	PD Operations	JEREMY MCCOOL	PER DIEM - FBI BASIC CNT TRAINING COURSE	451.50
43054	07/29/2025	PD OPERATIONS	PD Operations	GARCIA, VICTORIA	PER DIEM - CLI SESSION #2	215.00
43055	07/29/2025	FINANCE	MEAS K - FIRE	BANK OF NEW YORK MELLON	2019 CFD LEASE REVENUE BOND PAYMENT	1,500.00
43056	07/29/2025	WATER MTNC/OPERATIC	Water Mtnc/Operations	CALIFORNIA RURAL WATER ASSOCIATION	MEMBERSHIP RENEWAL	1,662.00
43057	07/29/2025	ENGINEERING	AFFORDABLE HOUSING	CHICAGO TITLE COMPANY	TITLE REPORTS	8,000.00
43058	07/29/2025	FIRE	Fire	DEPARTMENT OF FORESTRY AND FIRE	Q1 ACTUAL BILLING FOR CITY CONTRACT FY 25/26	987,818.94
43058	07/29/2025	FIRE	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	Q1 ACTUAL BILLING FOR CITY CONTRACT FY 25/26	493,909.46
43059	07/29/2025	WATER MTNC/OPERATIC	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL #29 REPAIRS	14,227.15
43060	07/29/2025	FINANCE	CFD 2005-1 City-Wide	WILLDAN FINANCIAL SERVICES	Q1 FY 25/26 CFD 2005-1 & 2006-1	2,481.91
43060	07/29/2025	FINANCE	CFD 2006-1 KB Home	WILLDAN FINANCIAL SERVICES	Q1 FY 25/26 CFD 2005-1 & 2006-1	1,095.43
43061	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900634	1,446.51
43062	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 2032001	377.07
43063	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9900752	198.98
43064	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9907066	2,489.62
43065	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9909755	140.08
43066	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919392	73.62
43067	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9915004	123.57
43068	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923230	288.29
43069	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000399	276.43
43070	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 1231001	40.91
43071	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 6120032	89.17
43072	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9902335	115.50
43073	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921502	149.03
43074	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923147	199.32
43075	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925253	67.76
43076	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921351	423.16
43077	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 51002	102.38
43078	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7254425	273.20
43079	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000694	149.19
43080	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 7354001	195.00
43081	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9906266	122.17
43082	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9892765	280.30
43083	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922357	61.51
43084	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9905600	50.78

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43085	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924955	31.56
43086	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918979	439.28
43087	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9899460	139.82
43088	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908151	338.36
43089	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908121	91.91
43090	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923350	170.58
43091	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9897990	252.11
43092	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926449	245.71
43093	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9909171	220.55
43094	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922140	230.98
43095	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9890459	101.56
43096	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925079	355.87
43097	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908042	126.43
43098	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9896301	109.33
43099	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922312	124.95
43100	07/29/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 5290006	1,541.84
43101	07/31/2025	ENGINEERING	Engineering	PLAN IT SOFTWARE LLC	CIP SOFTWARE RENEWAL	4,200.00
43102	07/31/2025	CITY ADMIN	City Attorney	ALESHIRE & WYNDER LLP	CONSULTING SVS CITY ATTORNEY	22,223.20
43103	07/31/2025	INFORMATION SERVICES	Computer Replacement	HP INC.	DESKTOP COMPUTERS	56,084.29
43104	07/31/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 08/25	935.85
43105	07/31/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 08/25	896.42
43106	07/31/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 08/25	888.90
43107	07/31/2025	ENGINEERING	RSTP - FED EX	DAVE CHRISTIAN CONSTRUCTION	TS-34 GRANADA - PEDESTRIAN IMPROVEMENT	56,291.21
43108	07/31/2025	CITY ADMIN	Sewer Mtnc/Operations	ROMERO, ARTURO	PER DIEM - TRI STATE SEMINAR	473.00
43109	07/31/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	337.24
43110	08/08/2025	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	2,000.00
43111	08/08/2025	PD OPERATIONS	PD Operations	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	37.89
43112	08/08/2025	ENGINEERING	LTF - Streets	RMA GEOSCIENCE, INC.	R-94 BP3 TESTING LAB	470.00
43113	08/08/2025	ENGINEERING	Engineering	MARK THOMAS & COMPANY, INC.	ENGINEERING AND GRANT WRITING SERVICES	3,000.00
43114	08/08/2025	HR/RISK MGT	HR/RISK MGT	AMAZON.COM	SHREDDER	761.18
43114	08/08/2025	INFORMATION SERVICES	Computer Replacement	AMAZON.COM	NETWORK PARTS	60.40
43115	08/08/2025	PARKS ADMINISTRATION	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN LANDSCAPE MAINTENANCE	14,831.46
43115	08/08/2025	PARKS ADMINISTRATION	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN LANDSCAPE MAINTENANCE	32,909.64
43115	08/08/2025	PARKS ADMINISTRATION	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN LANDSCAPE MAINTENANCE	1,335.16
43116	08/08/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/16/25-06/30/25	620.83
43116	08/08/2025	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,630.32
43117	08/08/2025	FINANCE	Finance	NICHOLS LOCAL GOVERNMENT CONSULT.	STATE MANDATED COST CONSULTING	3,800.00
43118	08/08/2025	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	39.00
43118	08/08/2025	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	39.00

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43118	08/08/2025	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	351.00
43118	08/08/2025	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	78.00
43118	08/08/2025	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	117.00
43118	08/08/2025	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	78.00
43118	08/08/2025	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	39.00
43118	08/08/2025	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	19.49
43118	08/08/2025	PW ADMIN	WATER CONSERV	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	4.88
43118	08/08/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	9.75
43118	08/08/2025	PW ADMIN	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	4.88
43118	08/08/2025	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	39.00
43118	08/08/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	39.00
43118	08/08/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/25	85.00
43119	08/08/2025	STREETS	STREETS	ADVANCED CAREER INSTITUTE	TUITION	4,055.00
43120	08/08/2025	PD OPERATIONS	PD Operations	LEADSONLINE PARENT, LLC	CELLHAWK SUBSCRIPTION RENEWAL	3,401.00
43121	08/08/2025	FINANCE	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENANCE - 07/10/25-08/10/25	99.00
43122	08/08/2025	INFORMATION SERVICES	Central Admin	GHD SERVICES INC	CONSULTING SERVICES	19,272.00
43123	08/08/2025	PD OPERATIONS	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	190.00
43124	08/08/2025	PW ADMIN	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	803.00
43124	08/08/2025	PW ADMIN	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	2,175.00
43124	08/08/2025	PW ADMIN	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	7,815.00
43124	08/08/2025	PW ADMIN	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	85.00
43124	08/08/2025	PW ADMIN	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	1,522.00
43124	08/08/2025	PW ADMIN	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	256.75
43124	08/08/2025	PW ADMIN	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	893.00
43124	08/08/2025	PW ADMIN	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	250.00
43124	08/08/2025	PW ADMIN	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	950.50
43124	08/08/2025	PW ADMIN	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	950.50
43124	08/08/2025	PW ADMIN	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	864.50
43124	08/08/2025	PW ADMIN	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	864.50
43124	08/08/2025	PW ADMIN	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	256.75
43124	08/08/2025	PW ADMIN	UB - Sewer	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	256.75
43124	08/08/2025	PW ADMIN	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	256.75
43124	08/08/2025	PW ADMIN	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	1,106.00
43124	08/08/2025	PW ADMIN	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	1,061.00
43124	08/08/2025	PW ADMIN	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 07/25	4,387.00
43125	08/08/2025	WATER MTNC/OPERATIC	Water Mtnc/Operations	PACE SUPPLY CORP	FIRE HYDRANTS	51,407.93
43126	08/08/2025	INFORMATION SERVICES	MEAS K - PD	CDCE, INC.	PANASONIC DOCK	15,885.69
43126	08/08/2025	PD OPERATIONS	MEAS K - PD	CDCE, INC.	PANASONIC DOCK	102,504.73
43127	08/08/2025	CITY ADMIN	WWTP	MOUNTAIN VALLEY ENVIRON. SERV.	CONSULTING SERVICES	15,160.00

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43128	08/08/2025	INFORMATION SERVICES	Computer Replacement	NETWORK CRAZE TECHNOLOGIES, INC.	TRANSCEIVER MODULE	2,252.25
43129	08/08/2025	ENGINEERING	Engineering	A-PLUS BUYER, INC.	DOOR DECALS	81.26
43130	08/08/2025	WATER QUALITY	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,824.00
43131	08/08/2025	FINANCE	City Attorney	AT&T	06/25 CALNET SERVICE 9391026388	62.84
43132	08/08/2025	FINANCE	PD Operations	AT&T	06/25 FIRSTNET SERVICE 287302965625	6,118.75
43133	08/08/2025	ENGINEERING	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATIO	6,640.00
43134	08/08/2025	HR/RISK MGT	PD Operations	ANAYA, CHRIS	TUITION REIMBURSEMENT	459.00
43135	08/08/2025	ENGINEERING	Sewer Capital Outlay	BSK ASSOCIATES	WWTP24-01 TESTING LAB	6,832.25
43136	08/08/2025	INFORMATION SERVICES	Computer Replacement	CDW GOVERNMENT, INC	COMPUTER HARDWARE AND PERIPHERALS	23,020.47
43137	08/08/2025	PD OPERATIONS	PD Operations	CALIFORNIA POLICE CHIEFS ASSOC	CPCA DUES FY 25/26	2,140.00
43138	08/08/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 06/25	69.06
43138	08/08/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 07/25	69.06
43138	08/08/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 06/25	20.44
43138	08/08/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 07/25	20.44
43138	08/08/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 06/25	20.58
43138	08/08/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 07/25	20.58
43138	08/08/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 06/25	146.86
43138	08/08/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 07/25	146.86
43138	08/08/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 06/25	98.24
43138	08/08/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 07/25	98.24
43138	08/08/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 06/25	40.03
43138	08/08/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 07/25	40.03
43138	08/08/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 06/25	137.00
43138	08/08/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 07/25	137.00
43138	08/08/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 06/25	30.16
43138	08/08/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 07/25	30.16
43138	08/08/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 06/25	107.96
43138	08/08/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 07/25	107.96
43138	08/08/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 06/25	20.58
43138	08/08/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 07/25	20.58
43138	08/08/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 06/25	40.03
43138	08/08/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 07/25	40.03
43138	08/08/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 06/25	40.03
43138	08/08/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 07/25	40.03
43138	08/08/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 06/25	49.61
43138	08/08/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 07/25	49.61
43138	08/08/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 06/25	39.89
43138	08/08/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 07/25	39.89
43138	08/08/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 06/25	49.33

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43138	08/08/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 07/25	49.33
43138	08/08/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 06/25	49.61
43138	08/08/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 07/25	49.61
43138	08/08/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 06/25	59.34
43138	08/08/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 07/25	59.34
43138	08/08/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 06/25	35.09
43138	08/08/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 07/25	35.09
43138	08/08/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 06/25	39.87
43138	08/08/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 07/25	39.87
43138	08/08/2025	FINANCE	Sr Citizen Comm. Serv.	COMCAST	CITY INTERNET CONNECTION 06/25	39.89
43138	08/08/2025	FINANCE	Sr Citizen Comm. Serv.	COMCAST	CITY INTERNET CONNECTION 07/25	39.89
43138	08/08/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 06/25	32.70
43138	08/08/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 07/25	32.70
43138	08/08/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 06/25	32.70
43138	08/08/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 07/25	32.70
43138	08/08/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 06/25	64.27
43138	08/08/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 07/25	64.27
43138	08/08/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 06/25	44.82
43138	08/08/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 07/25	44.82
43138	08/08/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 06/25	20.58
43138	08/08/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 07/25	20.58
43138	08/08/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 06/25	30.16
43138	08/08/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 07/25	30.16
43138	08/08/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 06/25	20.44
43138	08/08/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 07/25	20.44
43138	08/08/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 06/25	30.16
43138	08/08/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 07/25	30.16
43139	08/08/2025	PD OPERATIONS	PD Operations	COMCAST	07/25 SVS 8155500320092096	216.54
43140	08/08/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATION HEALTH CENTERS OF CAL	PRE-EMPLOYMENT SERVICES	879.00
43141	08/08/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/25	189.75
43141	08/08/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/25	47.44
43141	08/08/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/25	47.44
43141	08/08/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 06/25	94.87
43142	08/08/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 05/25	2,731.27
43142	08/08/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	BILLING 06/25	2,729.94
43142	08/08/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 05/25	2,731.29
43142	08/08/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	BILLING 06/25	2,729.95
43142	08/08/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 05/25	5,462.57
43142	08/08/2025	UB - WATER	UB - Water	DATAPROSE, LLC	BILLING 06/25	5,459.90

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43143	08/08/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	35.00
43143	08/08/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	80.00
43143	08/08/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	36.00
43143	08/08/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORT - PANAM	45.00
43143	08/08/2025	PW ADMIN	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
43143	08/08/2025	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
43143	08/08/2025	PW ADMIN	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
43143	08/08/2025	PW ADMIN	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
43144	08/08/2025	INFORMATION SERVICES	Computer Replacement	GRUBER TECHNICAL INC.	ELECTRICAL EQUIPMENT	8,456.81
43145	08/08/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 07/25	434.50
43145	08/08/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	POWER SWEEPING 07/25	434.50
43146	08/08/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	STREE LIGHT POLES	4,191.44
43147	08/08/2025	PD OPERATIONS	General Trust Fund	L.N. CURTIS & SONS	HOLSTER BRACKET	338.01
43148	08/08/2025	CITY CLERK'S OFFICE	City Council	LEAGUE OF CALIFORNIA CITIES	CAL CITIES DIVISIONAL MEETING	75.00
43149	08/08/2025	FLEET MAINTENANCE	Fleet Maintenance	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6043	3,641.67
43149	08/08/2025	FLEET MAINTENANCE	Fleet Maintenance	LEHR AUTO ELECTRIC	PD UPFIT PARTS #6037	559.19
43150	08/08/2025	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	72.20
43151	08/08/2025	CITY ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	17.62
43151	08/08/2025	CITY ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	5,579.28
43151	08/08/2025	CITY ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	1,277.45
43151	08/08/2025	CITY ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	2,745.20
43151	08/08/2025	PW ADMIN	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	5,629.97
43151	08/08/2025	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	831.37
43151	08/08/2025	PW ADMIN	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS	2,784.91
43152	08/08/2025	PD OPERATIONS	PD Operations	MOTOROLA SOLUTIONS INC.	VERINT SUPPORT & MAINTENANCE	76,575.36
43153	08/08/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - 2 PART NCR-RETURN OF SEARCH WARRANTS	313.93
43153	08/08/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - EPO-002 GUN VIOLENCE FORM	59.53
43153	08/08/2025	PD OPERATIONS	PD Operations	PECK'S PRINTERY	PD - EMERGENCY PROTECTIVE ORDER	691.71
43154	08/08/2025	PD OPERATIONS	PD Operations	PROFORCE	MISC PD EQUIPMENT	1,575.05
43155	08/08/2025	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEME	966.60
43156	08/08/2025	PW ADMIN	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	29,985.70
43157	08/08/2025	CITY ADMIN	Sewer Mtnc/Operations	STATE WATER RESOURCES CONTROL BRD.	GRADE T2 EXAM FEES	60.00
43158	08/08/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	150.00
43159	08/08/2025	FACILITIES	Facilities Maintenance	TESCO CONTROLS, INC.	TRAFFIC SIGNAL BBS	4,113.50
43160	08/08/2025	CITY ADMIN	Facilities Maintenance	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE	909.54
43160	08/08/2025	CITY ADMIN	STREETS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE	909.55
43160	08/08/2025	CITY ADMIN	Sewer Mtnc/Operations	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE	909.55
43160	08/08/2025	CITY ADMIN	Water Mtnc/Operations	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE	909.55
43161	08/08/2025	PD OPERATIONS	Animal Control	VE24/7 PETVETS	VETERINARY SVS	184.50

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43162	08/08/2025	PARKS	Parks	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING	3,675.00
43163	08/08/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	MAP CHECK - 25-147	225.00
43164	08/08/2025	PD OPERATIONS	PD Operations	OTP - FINANCE	REIMBURSEMENT - MPOA VEST	405.94
43165	08/08/2025	FINANCE	Finance	OTP - FINANCE	REIMBURSEMENT - POSTAGE FEES	17.95
43166	08/08/2025	FINANCE	Parking Dist Operation	OVERPAYMENTS	VOIDED PK REIMB - PK 11083	67.00
43167	08/08/2025	FINANCE	PD Operations	OVERPAYMENTS	VOIDED PK REIMB - PK 43968	67.00
43168	08/08/2025	FINANCE	PD Operations	OVERPAYMENTS	VOIDED PK REIMB - PK 43964	67.00
43169	08/08/2025	FINANCE	Parking Dist Operation	OVERPAYMENTS	VOIDED PK REIMB - PK 11103	67.00
43170	08/08/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9920411	1,980.00
43171	08/08/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9903056	990.00
43172	08/08/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9892352	2,746.00
43173	08/08/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 9916620	2,127.00
43174	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000632	153.90
43175	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919043	149.96
43176	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924623	122.72
43177	08/08/2025	FINANCE	Water Utility	OTP- UB REFUNDS	UB TERM REFUND 9153151-502438	1,437.94
43178	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000158	276.81
43179	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926301	278.86
43180	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922377	145.79
43181	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9919522	195.00
43182	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921362	134.98
43183	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 4603003	103.23
43184	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9897189	279.79
43185	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9891739	31.88
43186	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917558	176.39
43187	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000021	209.82
43188	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000747	162.85
43189	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 52001	107.50
43190	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921900	367.32
43191	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924918	192.89
43192	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920782	100.34
43193	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924180	170.81
43194	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9906434	259.59
43195	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000460	238.97
43196	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9921154	322.98
43197	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923984	286.08
43198	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926269	123.37
43199	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9908913	76.22
43200	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920824	152.94

CITY OF MADERA

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

August 20, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
43201	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000320	150.00
43202	08/08/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9909079	150.00
748	07/07/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
749	07/07/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/03/25	15,136.89
749	07/07/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/03/25	2,733.92
750	07/18/2025	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 07/03/25 PAYROLL	1,009.32
751	07/18/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 07/18/25 PAYROLL	34,504.52
752	07/21/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
753	07/21/2025	HR/RISK MGT	City Clerk's Office	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 08/25	1,013.00
753	07/21/2025	HR/RISK MGT	INS/RISK MGT	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 08/25	1,065.37
753	07/21/2025	HR/RISK MGT	PAYROLL TRUST	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 08/25	443,467.07
753	07/21/2025	HR/RISK MGT	PD Operations	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 08/25	1,613.00
754	07/21/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/18/25	15,211.60
754	07/21/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/18/25	2,863.34
755	07/25/2025	FINANCE	WWTP Bond Admin	BBVA USA	2021 WASTEWATER REV REF BOND	463,171.20
756	07/09/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	152.00
756	07/09/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/09/25	1,241.58
757	07/15/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/15/25	516.73
758	07/29/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/29/25	1,032.02
759	07/22/2025	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	07/25 MONTHLY DUES	2,785.00
760	07/22/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 07/22/25	811.43
761	07/22/2025	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,829.93
761	07/22/2025	FINANCE	Animal Control	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	330.40
761	07/22/2025	FINANCE	Aquatics Programs	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,193.18
761	07/22/2025	FINANCE	Building	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	900.00
761	07/22/2025	FINANCE	CDBG Public Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	4,992.06
761	07/22/2025	FINANCE	Central Admin	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	118.34
761	07/22/2025	FINANCE	City Clerk's Office	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,775.00
761	07/22/2025	FINANCE	City Council	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	5,058.95
761	07/22/2025	FINANCE	Code Enforcement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	780.99
761	07/22/2025	FINANCE	Comm & Rec Centers	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,098.50
761	07/22/2025	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,903.96
761	07/22/2025	FINANCE	Engineering	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	251.63
761	07/22/2025	FINANCE	Facilities Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	5,475.62
761	07/22/2025	FINANCE	Finance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	197.81
761	07/22/2025	FINANCE	Fire	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	16,178.42
761	07/22/2025	FINANCE	Fleet Maintenance	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	10,779.40
761	07/22/2025	FINANCE	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	8,410.33
761	07/22/2025	FINANCE	General Trust Fund	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,617.19

CITY OF MADERA

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

August 20, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
761	07/22/2025	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	2,541.36
761	07/22/2025	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	2,374.48
761	07/22/2025	FINANCE	INTERMODAL BLDG	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	244.58
761	07/22/2025	FINANCE	LMD Services	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	822.32
761	07/22/2025	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	10,493.61
761	07/22/2025	FINANCE	Parks	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	8,812.04
761	07/22/2025	FINANCE	Parks Administration	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,008.54
761	07/22/2025	FINANCE	Planning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	892.29
761	07/22/2025	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	27,166.93
761	07/22/2025	FINANCE	Recreation	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	219.43
761	07/22/2025	FINANCE	Sewer Mtnc/Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	490.90
761	07/22/2025	FINANCE	Sports Programs	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	2,765.85
761	07/22/2025	FINANCE	Sr Citizen Comm. Serv.	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	4,349.46
761	07/22/2025	FINANCE	Street Cleaning	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	50.93
761	07/22/2025	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	431.51
761	07/22/2025	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	5,307.96
761	07/22/2025	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	3,009.57
761	07/22/2025	FINANCE	UB - Garbage	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	28.85
761	07/22/2025	FINANCE	UB - Sewer	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	28.85
761	07/22/2025	FINANCE	UB - Water	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	57.70
761	07/22/2025	FINANCE	Water Mtnc/Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	8,378.15
761	07/22/2025	FINANCE	Water Quality Control	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	8,693.92
761	07/22/2025	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	21,522.24
761	07/22/2025	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,896.57
761	07/22/2025	FINANCE	City Manager	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	2,185.69
761	07/22/2025	FINANCE	Fleet Acquisition	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	2,524.82
761	07/22/2025	FINANCE	Special Events	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	3,456.93
761	07/22/2025	FINANCE	PD Operations	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	4,880.78
761	07/22/2025	FINANCE	DUI Enforcement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	392.00
761	07/22/2025	FINANCE	PD Tire Amnesty Grant	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	560.05
761	07/22/2025	FINANCE	PW Safe & Clean Initiative	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,517.76
761	07/22/2025	FINANCE	Computer Replacement	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	2,881.64
761	07/22/2025	FINANCE	MCDPH Agreements	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,482.16
761	07/22/2025	FINANCE	MUSD Agreements	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	1,001.82
761	07/22/2025	FINANCE	Insurance/Reimb.	US BANK CORPORATE PAYMENT SYSTEMS	CALCARD CHARGES 06/25	120.00
762	08/01/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/25/25	1,724.43
763	08/01/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
764	08/01/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 08/01/25 PAYROLL	33,712.27
765	08/05/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 08/05/25	383.36

CITY OF MADERA

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

August 20, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
766	08/05/2025	FINANCE	Water Debt Service	BANK OF NEW YORK MELLON	2019 WATER REVENUE REFUNDING BOND	319,386.02
767	08/06/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 08/06/25	381.15
768	08/08/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	152.00

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 10,127,949.17**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the July 16, 2025, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met August 4, 2025, to review eligibility lists for civil service recruitments. A list was approved Construction Inspector I.

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

Table 1: *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
David Gomez	Assistant Engineer	Engineering	FT	7/14/25
Johnny Rey	Park Aide	Parks & Community Services	PT	7/17/25
Cody Gaither	Park Aide	Parks & Community Services	PT	7/17/25

Table 1: *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Adriana Ramirez	Program Leader I	Parks & Community Services	PT	7/18/25
Jesus German Daza-Miron	Park Aide	Parks & Community Services	PT	7/28/25
Adrian Galarza	Police Officer Trainee	Police Department	FT	7/28/25
Jocelynn Markle	Police Officer Trainee	Police Department	FT	7/28/25
Claudia Carreno Trejo	Park Aide	Parks & Community Services	PT	8/11/25

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

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	*Old Position*	*New Position*	*Effective Date*
Jose De La O Mariscal	Police Officer I	Police Officer II	6/28/25
Nicolas Matula	Mechanic I	Mechanic II	7/17/25
Adileni Rueda	Assistant Planner	Associate Planner	7/26/25

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Teresa Pugsley-Cordova	Water System Worker I	Public Works (Water)	FT	7/7/25
David Russell	Maintenance Technician	Public Works (Airport)	FT	7/11/25
David Austin	Administrative Analyst I	Public Works (Administration)	FT	7/21/25
Shawn Bushey	Police Sergeant	Police Department	FT	7/25/25
Noe Herrera	Facility Aide	Parks & Community Services	PT	8/3/25

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-4

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 June 2025, as well as tracking of the Fiscal Year (FY) 2024/25 invoices received through a 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: June 2025

Matter	*Charges*	
	June 2025	FY 2024/2025 (YTD)
General Legal Review/Advice	$1,761.50	$16,035.54
City Clerk	$2,439.00	$29,756.04

Attendance at Council Meetings & Requests for Information/Research	$2,222.20	$48,567.80
City Manager	$0	$9,067.70
Review and Advice on Agreements	$0	$0
Public Records Act Matters	$0	$0
City Real Property	$0	$768.50
Planning & Planning Commission	$1,815.70	$25,312.50
Finance	$2,188.10	$20,369.60
Successor Agency	$0	$189.70
Public Works/Engineering	$4,579.90	$24,822.30
Airports	$1,010.70	$10,697.70
Grand Jury	$0	$0
Personnel/Payroll	$474.50	$4,096.50
Municipal Code Enforcement	$0	$1,453.50
Police Department - General	$1,822.90	$18,936.80
Parks	$3,470.10	$7,871.10
Water	$298.10	$6456.20
Wastewater	$81.30	$3,275.00
Economic Development	$0	$0
Ordinances	$0	$1,931.90
Special Projects	$0	$1,481.10
Housing	$0	$106.00
Cannabis	$0	$0
Total Advisory Services	$22,164.00	$231,195.48
Litigation Services		
Total Litigation Services	$59.20	$21,733.03
Discounted Hours	$0	$0
Travel/Lodging Expenses	$0	$0
Shipping	$0	$0
Process Server (Transcripts to Superior Court	$0	$0
Total Advisory & Litigation Services	**$22,223.20**	**$252,928.51**

FINANCIAL IMPACT:

For FY 2024/25, expenditures for invoices related to legal fees total $252,928.51. 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	$231,195.48

Litigation Services (Including discounted hours, travel & shipping)	
Aleshire and Wynder	$21,733.03
Total City Attorney and Litigation Services Year-End	**$252,928.51**

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-5

SUBJECT:

2026 Benefit Plan Renewals

RECOMMENDATION:

Adopt a Minute Order approving renewal of the City's medical and dental plans as presented

SUMMARY:

The City of Madera offers health benefits to its employees through an Internal Revenue Service (IRS) Section 125 cafeteria-style plan. The City's Section 125 plan includes medical, dental, and vision insurance benefits; group life insurance buy-up and accidental death and dismemberment benefits for employees, spouses, and dependents; a medical expense flexible spending account option; and a dependent care flexible spending account option. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. The Section 125 plan allows employees to use the City's contribution to pay premiums on a pre-tax basis.

For plan year 2026, only the medical and dental plans are open for renewal and revised rates; all other plans are in multi-year rate locks. Overall, the City's renewal for the 2026 plan year is very favorable. Medical plans through Anthem and Kaiser will experience an increase of 6.71% and the Delta Dental plan was issued a rate pass (no change to current rates).

In addition to standard health benefits as noted above, as a requirement for participation in the Central San Joaquin Risk Management Authority (CSJVRMA), the City provides an Employee Assistance Program (EAP). The City participates under the CSJVRMA's agreement for services with SimpleEAP and does not contract directly with the provider. There is no change to the EAP premium rate.

DISCUSSION:

Medical Plan

In 2021, the City joined PRISM for health benefits. PRISMHealth is a public entity risk-sharing pool that is focused on creating value and long-term stability in the provision of benefits to public entity employees. The City's insured population count makes sustaining stand-alone, fully insured plans through multiple carriers difficult and has historically subjected the City to rate volatility in the open market. Since joining PRISMHealth, the City has been able to offer employees a choice of four (4) medical plans: Anthem Core, Anthem Buy-up, Kaiser Core, and Kaiser Buy-up. The plan design for these four (4) options are summarized in Table 1.

Table 1: *Summary of Medical Insurance Plan Designs*

Plan Benefit	*Anthem PPO*		*Kaiser Permanente HMO*	
	Core	*Buy-Up*	*Core*	*Buy-Up*
Deductible Self | Family	$500 | $1,000	None	$300 | $900	None
Annual Out-of-Pocket Maximum Self | Family	$3,000 | $6,000	$1,000 | $2,000	$2,500 | $7,500	$1,500 | $3,000
Office Visits Primary Care or Specialist	$20	$10	$30	$10
Urgent Care	$20	$10	$30	$10
Emergency Room (waived if admitted)	$250 + 20%	$50	$75	$50
Outpatient Surgery	20%	$100	20%	$10/procedure
Inpatient Hospital Stay	20%	$100 per day (up to 7 days)	20%	No Charge
Pharmacy - Retail	*Administered by Navitas effective 1/1/2026*			
RX Copay Out of Pocket Max	$2,000	$1,000	Combined with Medical	
Tier 1 | Tier 2 | Tier 3 Tier 4 or Specialty	$15 | $30 | $50 30% up to $500	$10 | $25 | $40 30% up to $500	$10 | $30 | $30 $30	$10 | $10 | $10 $10

PRISMHealth determines annual renewal rates by overall pool performance and cost of claims. Additionally, reserves can be utilized when prudent to off-set large expenses to manage premium volatility, such as when health plans saw a significant uptick in total claims in 2022 as care that was deferred during the COVID pandemic was sought. PRISMHealth members are additionally evaluated for an individual Claims Performance Risk Adjustment (CPRA) based on a review of up to 3 years of the entity's loss ratio data compared to the overall pool. This analysis can lead to an adjustment of plus or minus 7.5% to the pool renewal rate. CPRA cannot be applied more than

once in a two (2) year period. The City last received a CPRA renewal for 2024 and is eligible for plan year 2026.

The PRISMHealth pool renewal rate for 2026 is 14.24%. This represents one of the largest historical year-over-year increases for the pool. This renewal was largely driven by a significant increase in pharmacy spend, led by specialty drugs, as well as several other factors described below.

- *Provider Cost Increases*: The COVID pandemic was extraordinarily disruptive for healthcare systems, spiking supply and labor costs between 2020 and 2022. These costs have now moderated but remain above historical norms. This category is also influenced by an increase in private equity ownership in the healthcare industry, with a focus on higher profit margins.
- *Regulatory Changes*: California Senate Bill 729 mandates expanded insurance coverage for infertility treatments and will be applicable to the City's HMO plans (Kaiser) for plan year 2026.
- *Specialty Drugs – autoimmune and oncology therapies*: specialty drugs and biologics include such treatments as transfusion and infusion of human cells to replace or repair damaged tissues and/or cells. These treatments can range from $400,000 - $500,000 per treatment. Additionally, the Food and Drug Administration (FDA) has approved several gene therapies for rare diseases and conditions that can cost between $1M and $5M per dose.
- *Specialty Drugs – GLP-1's*: New GLP-1 drugs like Ozempic and Mounjaro cost up to $15,000 per year. While originally approved for diabetes treatment, they have expanded to include weight loss, cardiovascular disease, and sleep apnea. Providers have been aggressively prescribing these medications, increasing specialty pharmacy spend for PRISMHealth PPO plans more than 30% from 2023 to 2024. It should be noted that this 30% increase in overall pharmacy spend was driven by only 7% of the insured population participating in GLP-1's.
- *Growing epidemic of chronic disease and deteriorating health*: The prevalence of chronic disease and obesity has increased significantly, with approximately 60% of Americans living with chronic conditions and 74% either obese or overweight.
- *Demand for mental health and substance abuse disorders*: There is a noted rise in depression and anxiety across all age groups, with significant increases in young adults. Increased utilization of mental healthcare is being driven by lower stigma associated with seeking care, rising mental health disorders in young adults, and additional modalities of care including telehealth and group therapy.
- *Higher Cost Treatments due to advances in Technology*: While medical advances have transitioned diagnoses such as cancer and organ failure from terminal conditions to chronic conditions, the related therapies and lifelong management of the conditions have increased the frequency of high-cost claims ($1M+), with stop loss carriers seeing increases of up to 45% in the number of million-dollar claims.

Looking forward, to assist in the management of the above noted cost-drivers, PRISMHealth will be implementing new programs in plan year 2026 for PPO plans as well as continue to look for unique cost-containment strategies available to the self-insured pool. One change will be to the Pharmacy Benefit Manager (PBM) for PPO plans to improve pricing, formulary, clinical programs, and contract language to better manage prescription drug inflation in coming years. After conclusion of a competitive Request for Proposal (RFP) process, PRISMHealth has engaged Navitus as its new PBM effective January 1, 2026. Additionally, an RFP was also conducted this past year for chronic condition and weight management vendors in an effort to deploy more resources to address conditions driving costs within the pool, including diabetes, hypertension, hyperlipidemia, obesity, and gastrointestinal conditions. Digbi Health was selected for its holistic, data driven approach to weight loss and condition management. Digbi Health will also become the sole prescriber of weight-loss GLP-1's, with individuals required to participate in their personalized support program for continued provision of the medication.

Specific to the City of Madera's medical insurance plans, the City is eligible for a CPRA for the 2026 renewal. Based on the City's loss ratio and claim data, the City received the full corridor adjustment to the pool renewal, with the renewal rates for the City coming in at 6.71%. Table 2 summarizes the existing 2025 rates and the 2026 renewal rates.

Table 2: *Monthly Medical Plan Premiums (dollars)*

	2025 Plan Premiums (current)			*2026 Plan Premiums (renewal)*		
Enrollment Level	*Employee Only*	*Employee+1*	*Employee +Family*	*Employee Only*	*Employee+1*	*Employee +Family*
Anthem Core	1,013	1,844	2,644	1,081	1,968	2,821
Anthem Buy-up	1,115	2,028	2,909	1,190	2,164	3,104
Kaiser Core	925	1,681	2,411	987	1,794	2,573
Kaiser Buy-up	1,037	1,888	2,707	1,107	2,015	2,889

Dental

In July 2021, the City moved dental insurance into the PRISM pool as well, opting for a Delta Dental plan. The City was offered a rate decrease for both the 2024 and 2025 plan years. For the 2026 renewal, the pool renewal rate was 2.3%, however the City's CPRA was applied, resulting in a rate pass (0%) renewal. Monthly dental premiums are shown in Table 3.

Table 3: *Monthly Dental Plan Premiums (dollars)*

	Employee Only	*Employee+1*	*Employee +Family*
2025 Plan Premiums (Current)	26.50	55.50	102.70
2026 Plan premiums (Renewal)	26.50	55.50	102.70

Vision

The City's vision insurance is through Superior Vision. This plan is still purchased on the open market as to date, the premiums are more favorable than plans offered in the PRISM pool. The

City was offered a three (3) year renewal with a rate pass in 2024. This means that the City's premiums will remain the same as current and will not be due for renewal until January 2027. Monthly vision premiums are shown in Table 4.

Table 4: *Monthly Vision Plan Premiums (dollars)*			
	Employee Only	*Employee+1*	*Employee +Family*
2021 - 2023 (prior rate period)	$6.24	$9.69	$15.36
2024 - 2026 (current rate period)	$6.24	$9.69	$15.36

Life and Long Term Disability Insurance

The City provides basic life insurance and dependent life insurance for employees and their dependents. Employees may purchase additional voluntary life insurance at their own expense. The City also provides long term disability insurance that provides income protection after a ninety (90) day waiting period for disabling illnesses and conditions that prevent an employee from working. The City purchases the life and long term disability plans through the PRISM pool from Lincoln Financial. For 2024, the City was offered a three (3) year renewal with a rate pass. Table 5 shows the premiums that are in effect until the next renewal in January 2027.

Table 5: *Life and Long-Term Disability Premium Rates (dollars)*			
	Basic Life with Accidental Death & Dismemberment	*Basic Dependent Life*	*Long Term Disability*
2021 - 2023 (prior rate period)	0.165/1,000 coverage	1.75 per month	0.36/100 payroll
2024 -2026 (current rate period)	0.165/1,000 coverage	1.75 per month	0.36/100 payroll

Employee Assistance Program (EAP)

As a participating member of CSJVRMA, the City is required to offer an EAP. EAP plans offer limited mental health counseling services to address immediate needs, with the intent to help individuals who need long-term mental health assistance find an appropriate provider within their medical network to take over care. The plan also provides assistance in managing issues with daily life challenges sch as finding childcare, elder care, or basic legal services; services to assist when life's challenges affect work performance; counseling services for interoffice conflict resolution; and critical incident response services. CSJVRMA contracts with Simple Therapy (formerly Halcyon) for these benefits and under the most recent contract, provides wellness benefits through the same provider. The premium for the EAP and Wellness plans is $2.15 per employee per month.

IRS Section 125 Plan

The City's IRS Section 125 Plan provides an opportunity for employees to pay health insurance premiums on a pre-tax basis. In addition, the Section 125 Plan also includes Flexible Spending

Accounts (FSAs) for both medical and dependent care expenses. The medical FSA is authorized to match the annual IRS limit, currently $3,200 per plan year. The IRS has not traditionally adjusted the limit for dependent care expense FSAs and this plan limit is $5,000 per plan year. Employees may elect participation through pre-tax payroll deductions into the FSA plans. The medical FSA monies can be used for out-of-pocket expenses for co-pays, deductibles, eligible over-the counter items such as cold medicine and acne products, vision services, glasses, contacts, dental services, and orthodontic services. The dependent care FSA monies can be used to pay for expenses related to preschool, daycare, summer care, and similar dependent childcare situations. These plans are currently administered by Navia Benefit Solutions, however due to claims processing and customer service issues, the City's broker sought proposals from alternative providers. Staff is recommending a change to P&A Administrative Services, Inc. (P&A). This change will remove the annual administrative fee paid by the City, increase customer service levels provided, and lower the monthly administrative fee to individual employees enrolled in the FSA accounts. The provider agreement with P&A is contemplated as a separate item on the August 20, 2025, City Council agenda as there is no recommended change to the plans offered; the recommendation is to change the provider servicing the plan.

FINANCIAL IMPACT:

Health plan premiums (medical, dental, and vision) are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and captured in the applicable MOUs. The MOUs state that the City's contribution will be equal to the Core plan for Anthem or Kaiser, plus dental, plus vision insurance at each enrollment level through the term of the MOUs, or June 30, 2027. Table 6 provides an estimate based on current enrollment of the increased cost to the City for health contributions. These amounts will begin in January 2026 and were included in the adopted fiscal year 2025-26 operating budget.

Table 6: *Estimated Cost to City based on MOU Provisions and Renewal Premiums*

Plan/Tier	*Current Enrollment Count*	*Annual Increase to City Contribution per Employee**	*Total Annual Increase to City Contribution**
Anthem EE Only	45	1,368	61,560
Anthem EE+1	30	2,472	74,160
Anthem EE+Family	82	3,516	288,312
Kaiser EE Only	9	1,248	11,232
Kaiser EE+1	9	2,256	20,304
Kaiser EE+Family	19	3,216	61,104
Total Estimated 2026 Health Increase (January - December)			**$516,672**

**Rounded to nearest whole dollar*

ALTERNATIVES:

Council may direct staff to explore changes to the plan designs. While the City has the authority to determine carriers under the MOUs, bargaining units have input on plan design. Should the

Council desire to effectuate a change to the plan designs, staff would begin the process of meeting with bargaining unit representatives.

ATTACHMENTS:

1. 2026 Monthly Health Premiums with City Contribution and Employee Out-of-Pocket

January - December 2026 Monthly Health Premiums
City Contribution/Employee Out-of-Pocket

Plan	Kaiser Core			Kaiser Buy-up		
Plan Type	EE Only	EE+1	EE+Family	EE Only	EE+1	EE+Family
Medical	987.00	1794.00	2573.00	1107.00	2015.00	2889.00
Dental	26.50	55.50	102.70	26.50	55.50	102.70
Vision	6.24	9.69	15.36	6.24	9.69	15.36
City Contribution						
Monthly Total Premium	1019.74	1859.19	2691.06	1139.74	2080.19	3007.06
City Contribution	1019.74	1859.19	2691.06	1019.74	1859.19	2691.06
Employee Monthly Out-of-Pocket	0.00	0.00	0.00	120.00	221.00	316.00
Increase to City Contribution from 2024 to 2025 Rate	104.00	188.00	268.30	104.00	188.00	268.30
Increase to Employee Out-of-Pocket from 2024 to 2025 Rate	0.00	0.00	0.00	13.00	23.00	33.00

Plan	Anthem Core			Anthem Buy-up		
Plan Type	EE Only	EE+1	EE+Family	EE Only	EE+1	EE+Family
Medical	1081.00	1968.00	2821.00	1190.00	2164.00	3104.00
Dental	26.50	55.50	102.70	26.50	55.50	102.70
Vision	6.24	9.69	15.36	6.24	9.69	15.36
City Contribution						
Monthly Total Premium	1113.74	2033.19	2939.06	1222.74	2229.19	3222.06
City Contribution	1113.74	2033.19	2939.06	1113.74	2033.19	2939.06
Employee Monthly Out-of-Pocket	0.00	0.00	0.00	109.00	196.00	283.00
Increase to City Contribution from 2024 to 2025 Rate	114.00	206.00	293.30	114.00	206.00	293.30
Increase to Employee Out-of-Pocket from 2024 to 2025 Rate	0.00	0.00	0.00	11.00	20.00	30.00

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-6

SUBJECT:

Approving P&A Administrative Services, Inc. (P&A) as the Plan Administrator for the City of Madera's (City's) Internal Revenue Service (IRS) Section 125 Plan

RECOMMENDATION:

Adopt a Resolution approving P&A as the Plan Administrator for the City's IRS Section 125 Plan and authorizing the City Manager to execute the Flexible Benefits Administrative Services Agreement and related administrative documents necessary for the change in Plan Administrator

SUMMARY:

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The City's Section 125 plan includes medical, dental, and vision insurance premiums; group life insurance buy-up and accidental death and dismemberment premiums for employees, spouses, and dependents; a medical expense flexible spending account option; and a dependent care flexible spending account option. The City's current Plan Administrator inherited the account through a business acquisition. Due to ongoing customer service concerns, staff requested the City's broker, Alliant Insurance Services, to solicit proposals from alternative providers during the annual insurance renewal process. Of the providers who proposed services, P&A was determined to best meet the City's needs and will provide the requested services at a lower cost to both the City and employees than the current provider. To proceed with the change in Plan Administrator, the City will need to complete the application process with P&A, execute a Flexible Benefits Administration Services Agreement, as well as administrative documents necessary for the plan.

DISCUSSION:

The City's IRS Section 125 Plan provides an opportunity for employees to pay health insurance premiums on a pre-tax basis. In addition, the Section 125 Plan also includes Flexible Spending Accounts (FSAs) for both medical and dependent care expenses. The medical FSA is authorized

to match the annual IRS limit, currently $3,200 per plan year. The IRS has not traditionally adjusted the limit for dependent care expense FSAs and this plan limit is $5,000 per plan year. Employees may elect participation through pre-tax payroll deductions into the FSA plans. The medical FSA monies can be used for out-of-pocket expenses for co-pays, deductibles, eligible over-the counter items such as cold medicine and acne products, vision services, glasses, contacts, dental services, and orthodontic services. The dependent care FSA monies can be used to pay for expenses related to preschool, daycare, summer care, and similar dependent childcare situations. These plans are currently administered by Navia Benefit Solutions, Inc., (Navia) however due to claims processing and customer service issues, the City's broker, Alliant Insurance Services, sought proposals from alternative providers. Staff is recommending a change to P&A. This change will remove the annual administrative fee paid by the City, increase customer service levels provided, and lower the monthly administrative fee charged to individual employees enrolled in the FSA accounts.

Table 1: *Summary Plan Comparison*		
Plan Component	*Navia*	*P&A*
Annual Fee	$250	$0
Monthly Fee for Employees participating in FSAs	$4	$3.45
Annual Non-discrimination Testing	City Staff	Provider

The change in Plan Administrator will require completion of an application process for plan set-up, execution of a Flexible Benefits Administration Services Agreement, and additional administrative actions to ensure plan documents are restated by the new Plan Administrator and align with IRS regulations. As the specific agreement is dependent on completion of the application process, staff has obtained a sample standard agreement provided for reference as Attachment 2 and is requesting the City Manager be authorized to execute this agreement once generated for the City and any additional administrative documents necessary for the change in Plan Administrator, subject to document review by the City Attorney. This will allow for and ensure the plan can be implemented and built in the City's online benefit administration system in time for open enrollment in October. Additionally, authority is sought to provide notice of termination to Navia and any required document execution for plan run-out on 2025 plan year claims.

ALTERNATIVES:

Council may direct staff to keep the current Plan Administrator or seek additional proposals.

ATTACHMENTS:

1. Resolution
2. Sample Flexible Benefits Administration Services Agreement

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING P&A ADMINISTRATIVE SERVICES, INC. AS THE PLAN ADMINISTRATOR FOR THE CITY OF MADERA INTERNAL REVENUE SERVICE SECTION 125 PLAN FOR THE BENEFIT YEAR BEGINNING JANUARY 1, 2026

WHEREAS, the City of Madera maintains an Internal Revenue Service (IRS) Section 125 Plan providing pre-tax benefits to employees; and

WHEREAS, the City of Madera sought proposals for Plan Administrator services for said IRS Section 125 Plan through its broker, Alliant Insurance Services; and

WHEREAS, after review of proposals and demonstration of proposed services, P&A Administrative Services, Inc. is recommended to take over the Plan Administrator role for the City's IRS Section 125 Plan beginning with the 2026 benefit year; and

WHEREAS, the change in Plan Administrator requires participation in an application process for plan set-up options and subsequent execution of a Flexible Benefits Administration Services Agreement and related documents for plan administration.

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. P&A Administrative Services is approved as the Plan Administrator for the City of Madera Internal Revenue Service Section 125 Plan for the benefit year beginning January 1, 2026.
3. The City Manager is authorized to execute the Flexible Benefits Administration Services Agreement and related documents necessary to effectuate the change in Plan Administrator, subject to document review and approval by the City Attorney.
4. The Director of Human Resources is authorized to provide notice to current provider Navia Benefit Solutions, Inc., regarding termination of services.
5. The City Manager is authorized to execute necessary documents for plan run-out and plan termination required from Navia Benefit Solutions, Inc. to effectuate the change in Plan Administrator, subject to document review and approval by the City Attorney.
6. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * *

Attachment 2: Sample Flexible Benefits Administration Services Agreement

FLEXIBLE BENEFITS ADMINISTRATION SERVICES AGREEMENT

This Agreement made effective as of January 1, 2017 (the “Effective Date”), by and between **SAMPLE COMPANY,** 123 Main Street, Buffalo, NY 14202 (the **"Employer"**), and **P&A ADMINISTRATIVE SERVICES, INC.**, 17 Court Street, Suite 500, Buffalo, NY 14202-3294 (**"P&A"**).

W I T N E S S E T H:

WHEREAS, the Employer maintains a cafeteria plan as defined in Section 125 of the Internal Revenue Code for its eligible employees (the "Plan"); and

WHEREAS, the Employer desires to retain P&A to provide administrative services with respect to the Plan, and P&A desires to provide such services upon certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, covenant and agree as follows:

1. Services. P&A shall provide the following services with respect to the Plan:

a. prepare such Plan documents as shall be necessary to properly restate the Plan as of the Effective Date, including a Plan document, a summary of the Plan for distribution to employees eligible to participate in the Plan (“Participants”), and an enrollment form. At the time provided to the Employer, such documents shall conform in all respects with applicable laws and regulations;

b. with the assistance of the Employer, enroll Participants in the Plan;

c. provide to each Participant who elects benefits under the Plan’s Medical Expense Reimbursement Account benefit option or Dependent Care Assistance Account benefit option an electronic payment card that may be used to pay expenses that are eligible for reimbursement under that benefit option, and such additional cards for use by family members of the Participant as he or she reasonably shall request;

d. substantiate the eligibility of expenses paid by use of an electronic payment card to the extent required by applicable law;

e. provide Participants who have elected flexible spending account benefits under the Plan with a form to use in submitting flexible spending account claims;

f. receive, review and, when authorized by the Plan and by applicable law, approve flexible spending account claims;

g. from time to time, notify the Employer of the aggregate amount of funds needed from the Employer to pay pending approved claims and receive said funds as transmitted by the

SAMPLE

Employer;

h. pay approved flexible spending account claims from funds made available by the Employer for that purpose. Claims shall be paid by check or, where authorized by a claimant, by direct electronic deposit to a bank account of the claimant;

i. provide with each flexible spending account claim paid by check a statement of the Participant's remaining account balance under the flexible spending account from which the payment has been made;

j. before the end of each Plan Year of the Plan as described in the Plan document (the "Plan Year"), provide to each Participant who elected any flexible spending account benefits for that Plan Year a statement setting forth each of his or her flexible spending account balances and advise of the potential forfeiture of any balances not used to reimburse the Participant for eligible expenses incurred prior to the end of that Plan Year;

k. perform such benefits discrimination testing as P&A shall deem necessary to assure the Plan's continuing compliance under Code Section 125; and

l. prepare any annual return (Form 5500 Series or equivalent) required by applicable federal law with respect to the Plan for filing by the Employer with respect to each Plan Year ending prior to the termination of this Agreement.

2. Compensation. As compensation for the services rendered hereunder, the Employer shall pay P&A such fees as are set forth in Schedule A attached hereto and made a part hereof. P&A may modify this fee schedule as of the beginning of any Plan Year commencing on or after the initial term of the Agreement (as described in Section 5 hereof). P&A shall notify the Employer in writing of any modification to the fee schedule not less than ninety (90) days before the beginning of the Plan Year in which the modification is to become effective. Should the Employer be unwilling to accept any such modification, it may exercise its right to terminate the Agreement in accordance with Section 5 below.

3. Employer Responsibilities.

a. The Employer shall notify P&A in writing of any event or occurrence that affects the group of employees who are eligible for reimbursement of expenses under the Plan (e.g., hiring of a new employee, termination of an employee, change in hours worked) as soon as is reasonably practicable.

b. The Employer shall provide P&A on a timely basis with such other information as P&A reasonably shall request in furtherance of its responsibilities hereunder as soon as is reasonably practicable.

c. The Employer shall provide P&A with the funds necessary to pay all claims that qualify for reimbursement under the Plan. P&A shall not be obligated to advance funds to

SAMPLE

the Employer for this purpose.

d. The Employer shall be responsible for assuring that withholding from its payroll is consistent in all respects with salary reduction elections made under the Plan and for preparing Forms W-2 that reflect benefits that were received by Participants during the reporting year to the extent required by law.

4. Responsibilities of the Parties and Indemnification. The responsibilities and liabilities of P&A are only those set forth herein, and no others shall be implied. P&A shall have no duty or authority to make, or to compel the Employer to make payment of any benefit under the Plan. Except for its own misconduct or negligence, P&A shall not indemnify the Employer or any other provider of benefits under the Plan, with respect to its liability to pay benefits to Participants.

Except for its own misconduct or negligence, neither P&A nor any of its officers, directors, or employees, nor any agent of or counsel for any of the foregoing, shall be liable to anyone at any time interested in the Plan, for any act or omission in providing services hereunder. P&A shall indemnify and hold harmless the Employer from any claim, liability, obligation or charge arising out of P&A's misconduct, negligence or other wrongdoing in connection with activities or responsibilities arising out of or relating to this Agreement. The Employer shall indemnify and hold harmless P&A from any claim, liability, obligation or charge arising out of the Employer's misconduct, negligence or other wrongdoing in connection with activities or responsibilities arising out of or relating to this Agreement.

5. Term; Termination. The initial term of this Agreement shall commence on the Effective Date and shall end on the last day of the first twelve-month Plan Year commencing on or after that date. Thereafter, this Agreement automatically shall be renewed for each additional Plan Year unless one of the parties hereto gives the other party notice in writing of its desire to terminate the Agreement as of the end of a specified Plan Year not less than sixty (60) days prior to the end of that Plan Year. Notwithstanding the foregoing, this Agreement shall terminate (a) automatically if either party is adjudicated a bankrupt or suffers appointment of a temporary or permanent receiver, trustee or custodian for all or a substantial part of their assets, which shall not be discharged within thirty (30) days of appointment, or makes an assignment for the benefit of creditors, or (b) after written notice by one party of the other party's material breach of, or material failure to perform, its obligations hereunder unless such breach or failure is cured within ten (10) days of said notice. Any notice of breach must provide all such details as are known to the non-breaching party regarding the nature of the other party's alleged breach, the specific obligation hereunder to which the alleged material breach relates, the approximate date on which the alleged breach occurred and the identity of any personnel of the other party that were involved. Failure to provide such detail shall render said notice null and void for purposes of this Agreement.

Should the Employer cause this Agreement to be terminated other than in accordance with the

SAMPLE

preceding paragraph, the Employer immediately shall become obligated to pay P&A as liquidated damages an amount equal to seventy-five percent of the fees that would have been due had the Agreement remained in effect for the period (i) commencing on the date next following the date on which the Agreement prematurely was or will become terminated, and (ii) ending on the earliest date as of which the Employer properly could have terminated the Agreement by giving the advance notice prescribed hereunder on the date the Employer first notified P&A in writing of the Employer's intention to terminate the Agreement. For purposes of calculating this liquidated damages amount, the fees due to P&A hereunder for services it provided in the month preceding the month within which P&A first was notified of the premature termination of the Agreement shall be the fees due for each month during the period described in the preceding sentence.

6. Confidentiality. All books and records, including the data therein, pertaining to each party which may come into the hands of the other are to be treated as confidential and private records, and the other party shall not disclose information from such records unless it is required by law or authorized by the initial party in writing prior to such disclosure. Both parties reserve the right to control the use of any of their symbols, trademarks, computer programs and service marks currently existing or hereafter established. Both parties agree that they will not use the computer programs work, symbols, trademarks, service marks, or other devices of the other in advertising, promotional material, or otherwise and will not advertise or display such devices without the prior written consent of the other party. In addition, both parties further agree that any such work, symbols, trademarks, service marks, or other devices furnished by one party to the other shall remain the property of the initial party and shall be returned by the other party upon demand of the initial party upon termination of this Agreement.

7. HIPAA Compliance. The parties hereto acknowledge that they have entered into a separate Business Associate Agreement of even date herewith, a copy of which is appended hereto as Exhibit 1, and agree that said Business Associate Agreement and all of the obligations and rights of the parties thereunder shall be incorporated herein by reference.

8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, contractors, agents, successors and assigns.

9. Integration. By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein and cannot be amended, modified or supplemented except by a subsequent written agreement entered into by both parties.

10. Subcontracting. P&A shall not subcontract any portion of this Agreement without the prior written approval of the Employer.

SAMPLE

11. Non-Exclusive Arrangement. Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning plan administration services independent and unrelated to the services and obligations of the parties pursuant to this Agreement.

12. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of a breach or violation of any other provision of this Agreement or of any subsequent breach or violation thereof.

13. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. Governing Law. This Agreement is made in and shall be construed pursuant to the laws of the State of New York, to the extent that the law of the State of New York is not superseded by federal law.

15. Enforcement. If any action at law or in equity (including arbitration) is necessary to enforce or interpret any one or more of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

16. Notice. Any notice hereunder by either party shall be deemed to have been duly given three (3) business days after mailing, and shall be given by fax and by being mailed in any post office or post office box maintained by the United States Postal Service, enclosed in a postage paid envelope, registered or certified mail, return receipt requested, addressed to the party to whom or which notice is intended to be given at such party's address as stated above or to such other address as each party shall specify in writing to the other.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAMPLE COMPANY **P&A ADMINISTRATIVE SERVICES, INC.**

BY: _____ **BY:** _____

SAMPLE

SCHEDULE A-FEES

The Employer will pay to P&A:

1. ***INSTALLATION FEE.*** A fee of $xx.xx for all of those services relating to the installation of the Plan, including preparation of Plan documents, data entry and processing of enrollment forms. P&A shall extract this fee from a bank account designated by the Employer for purposes of providing P&A with the funds needed for the administration of the Plan (the "Employer's Account")

2. ***ADMINISTRATION FEES.*** Administration fees for each calendar month commencing while this Agreement remains in effect.

After open enrollment of Plan Participants has been completed for each Plan Year, P&A shall determine if an Annual Minimum Fee in the amount of $xx.xx is due with respect to that Plan Year. This Annual Minimum Fee shall be due only if the following total is less than $xx.xx: The number of Plan Participants who enrolled in any of the Plan's Flexible Spending Account options during open enrollment multiplied by $xx.xx (the per Participant monthly fees described below) then multiplied again by 12 months.

If it is determined, with respect to a particular Plan Year, that the Annual Minimum Fee provision above does not apply, P&A shall begin during the second month of this Agreement to extract the administrative fees due for services in the prior month from a bank account designated by the Employer for purposes of providing P&A with the funds needed for the administration of the Plan (the "Employer's Account"). The fees for a given month shall equal $xx.xx for each individual who was eligible for the reimbursement of expenses under any of the Plan's Flexible Spending Account options as of the first day of that month on account of a salary reduction agreement in effect on that date or otherwise, including (i) any individual who, on that date, would have been eligible for reimbursement under any of the Plan's Flexible Spending Account options but for the fact that he or she previously was reimbursed for the full amount of his or her benefit election for the Plan Year; (ii) any individual whose eligibility to make additional salary reduction contributions to the Plan had terminated prior to that date but who, on that date, remained eligible to submit post-termination run-out claims under the terms of the Plan; and (iii) any individual who had elected COBRA coverage prior to that date and whose COBRA coverage remained in effect on that date.

If it is determined to apply with respect to a Plan Year, P&A shall extract the Annual Minimum Fee from the Employer's Account. Once extracted, this Annual Minimum Fee shall be credited against the Employer's obligation for monthly fees as determined in accordance with the preceding paragraph. As soon as the year-to-date total of those monthly fees exceeds the amount of the Annual Minimum Fee, P&A shall begin to extract the excess monthly fees from the Employer's Account.

3. ***ANNUAL REPORT PREPARATION***. $300.00 for each annual return (Form 5500 Series or equivalent) that is prepared by P&A pursuant to Section 1 of this Agreement.

4. ***REQUESTED ADDITIONAL SERVICES AND MATERIALS.*** For such services and materials requested by the Employer that are in addition to the services and materials described in Section 1 of this Agreement, P&A shall be entitled to such additional compensation from the requesting party as is mutually agreed upon by the requesting party and P&A.

5. ***MAILING EXPENSES***. The cost of any mailing required under the Agreement the rate for which exceeds the first class rate charged by the U.S. Post Office.

6. ***RECOUPMENT OF PENALTIES AND FEES***. The amount of any penalty or like fee that is imposed on P&A as a result of any action or inaction by the Employer or by the employees or other agents of the Employer with respect to the administration of the Plan, including but not limited to returned check charges or ACH rejection fees. P&A shall be entitled to immediately recoup any such penalty or fee from the Employer after giving the Employer written notice that P&A has paid such amount.

SAMPLE

Note: Should the Employer elect to change the terms of the Plan or should changes in applicable laws necessitate changes to the Plan documents, P&A will provide the Employer with a quote as to the cost of having P&A make the document changes.

SAMPLE

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-7

SUBJECT:

Participation in first party recovery and subrogation services with George Hills Company, Inc., (GH) through the Central San Joaquin Valley Risk Management Authority (CSJVRMA)

RECOMMENDATION:

Adopt a Minute Order approving participation in services available under the Master Agreement for First Party Recovery and Subrogation Services between GH and CSJVRMA

SUMMARY:

The City participates in a joint powers authority, CSJVRMA, for risk pooling and risk management services specific to public entity risk, including general liability, automobile liability, property coverage, and worker's compensation coverage. As the rate of recovery on property loss has declined due to the increase in uninsured and underinsured individuals, CSJVRMA sought services to increase recovery on property claims. CSJVRMA recently entered into an agreement with GH to provide subrogation services on pooled claims for the CSJVRMA, with services optionally available to member cities. Currently City staff pursues recovery of property damage claims, however our resources are limited as we do not specialize in this industry. At this time, staff is recommending utilizing subrogation services available under the GH agreement to aid in recovery on property damage claims, with the intent to increase the City's recovery rate.

DISCUSSION:

The CSJVRMA is a governmental joint powers authority established in 1979 for the purpose of providing self-insurance, insurance, excess insurance, and other group purchased coverage for its member cities. The City of Madera initiated membership in the CSJVRMA in 1983. Since that time, the City has participated in multiple risk sharing programs though CSJVRMA, including property and auto damage programs. Specific to these programs, CSJVRMA recently pursued subrogation services to aid in recovery of damages against third parties and their insurers in an

effort to enhance recovery of funds for pooled programs, member-city deductibles, and potential loss of use.

CSJVRMA issued a Request for Proposals (RFP) for subrogation services and received four (4) responses. RFP responses were reviewed by the CSJVRMA Administration and Financial Services Subcommittee, with the top three (3) firms interviewed by the committee. At the conclusion of this process, it was recommended by the committee that the CSJVRMA enter into an agreement with GH for subrogation services. This recommendation was approved by the CSJVRMA Executive Committee, resulting in a service agreement with GH. Said service agreement provides that services are also available to CSJVRMA member cities for a one-time set-up fee of $250.

Currently City staff pursue recovery claims for property damage on behalf of the City. These claims typically involve damage caused during automobile accidents to signage, infrastructure, or landscaping, but can potentially involve any City-owned property that is damaged or defaced. Staff currently pursues these claims with insurance companies, through court-ordered restitution, and through private-pay arrangements. If the party responsible is known and recovery has not been achieved before the 3-year statute for these types of claims, the recovery is sent to collections. To date, the collections process has not been a successful mechanism to recovery City funds.

At this time, staff is recommending participating in the services available under the GH agreement with CSJVRMA for subrogation services. GH has a specialized subrogation unit that is experienced in recovery and asset searches. Similar to collections, they do charge a fee of 25% of the claim value for funds recovered. For the majority of their claims (87%), they report that this fee is covered by the at-fault party or their insurance and the client (in this case the City) receives their full damages in payment.

If participation in GH subrogation services is approved, staff will still be responsible for documenting and furnishing property damage information and repair estimates. Claims will still be tracked in the City's record-keeping system. For each recovery claim, staff will review the best approach to recovery and either proceed with processing the claim internally or referring the claim to GH. The intent of participation is to increase the City's overall recovery rate. This will be monitored by staff on a continuous basis to determine the overall benefit of participation in these subrogation services.

ALTERNATIVES:

Council may direct staff to seek a different provide through a City-issued RFP process rather than participating in the CSJVRMA program.

ATTACHMENTS:

1. Master Agreement for First Party Recovery and Subrogation Services between GH and CSJVRMA

Attachment 1: Master Agreement between GH and CSJVRMA

MASTER AGREEMENT FOR FIRST PARTY RECOVERY AND SUBROGATION SERVICES

GEORGE HILLS COMPANY, INC. ("GH") has agreed to provide first party recovery and subrogation services to CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY ("CSJVRMA") and its members, which agreement will be executed by GH and CSJVRMA. CSJVRMA members ("MEMBER" or "CLIENT") may independently elect to utilize these services, as needed, individually, independently, and subject to the terms contained in this Agreement.

1. RECITALS

WHEREAS, the CSJVRMA, on behalf of itself and its members, has contracted for first party recovery and subrogation services to be provided by GH.

WHEREAS, the CSJVRMA and its members desire to avail itself of first party recovery and subrogation services provided by GH.

WHEREAS, any claim assigned to GH by CSJVRMA or any member of CSJVRMA will be handled pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows.

2. SCOPE OF SERVICES

In the event that CLIENT assigns first party recovery and subrogation claims to GH, CLIENT shall identify damages it has sustained which have a value of $1,000 or greater and for which any individual or entity is believed to be liable or responsible, the following may be performed:

a) CLIENT may authorize GH to act as a representative of CLIENT for the investigation, adjustment, processing, supervision, and evaluation of an ultimate recovery of potential money from the identified individuals or entities.

b) With prior approval of the CLIENT, GH my engage the services of one of the CLIENT's litigation attorneys to consult, review, and determine the best legal strategy available leading to recovery for the CLIENT. Upon determination by the attorney that a civil action is in the best interest of the CLIENT, GH will notify the CLIENT and obtain authorization to initiate litigation in accordance with the recommendations of the CLIENT and its attorney.

c) Where requested, GH shall consult with CLIENT on claims and other related matters not specifically assigned to GH for handling under this Agreement.

d) GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation to the CLIENT, at such time, the claim will be closed.

e) GH does not handle subrogation claims with a value less than $1,000, unless a separate arrangement is established and agreed upon between the CLIENT and GH.

3. COMPENSATION, FEES AND EXPENSES

a) Compensation for Services: CLIENT will pay to GH an Administrative Fee in the amount of 25% of the Direct Loss, or gross damages, recoverable from the at-fault party(ies). The minimum Administrative Fee to be paid to GH will be $250 per claim.

1. Where applicable and pursuant to Section 10251 of the California Public Utilities Code, GH will add the Administrative Fee to the gross damages and recover the Administrative Fee from the at-fault party(ies) as authorized by law.

2. Where GH obtains a Full Recovery from an identified individual or entity, GH will retain the Administrative Fee and issue payment of the balance of the recovered amount to the CLIENT.

3. Where GH obtains a Partial Recovery, GH will retain 25% of the recovered amount as the Administrative Fee and remit the balance of the Partial Recovery to the CLIENT.

4. Where GH obtains No Recovery on a claim, GH will waive the Administrative Fee and the CLIENT will make no payment to GH in connection with that claim.

5. GH has the authority to reject any claim for any reason, relieving the CLIENT of any fiscal responsibility for rejected claims only.

6. The amounts due under this section shall invoiced to the CLIENT on a monthly basis following receipt of the recovery payment from the at-fault party(ies). All fees and costs associated with each claim will be included on the individual invoice and the respective amounts deducted from the recovery, after which the final balance will be sent to the CITY.

b) Recall of Claim: While GH is handling a subrogation claim for the CLIENT pursuant to the terms of this Agreement, and the institution of a civil action is determined by the CLIENT to be the best course of action, CLIENT may elect to, at CLIENT's expense, recall the claim to the CLIENT's control so that CLIENT may pursue recovery in a manner in the best interest of the

CLIENT. In the event the CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to GH for any and all time and expense incurred by GH's subrogation claim adjuster, and/or subrogation division staff, up to the time wherein the claim has been recalled by the CLIENT.

c) Compensation Upon Termination: Due to the nature of these services, in that compensation is contingent upon recovery, if the Agreement is terminated prior to recovery or other closure of any claim, the CLIENT shall pay GH for all expenses and time spent, to date, on any claims(s) currently open and recovery in process. Payment shall be based on the current hourly rate for a GH adjuster at the time of termination. GH will submit final invoice within five business days of termination.

d) Costs and Expenses: All costs and expenses arising out of or connected to any claim or lawsuit filed pursuant to this Agreement, including attorney fees for outside counsel where necessary and approved, will be paid by the CLIENT.

   a. Where GH is requested to appear in small claims court to pursue the recovery of funds, each appearance will incur an additional fee of $250.

   b. Where GH personnel appear in the same court on the same day for more than one claim, GH will charge a flat fee of $500 for half of a day or $1,000 for a full day, regardless of the number of claims handled on that day.

   c. GH will be reimbursed for all miles traveled at the current IRS rate.

   d. All costs and expenses allocated to any claim will be billed to the member which assigned to claim for handling.

e) Claims System Access:

   CSJVRMA will have access to the client portal to oversee all claims handled by GH. Where any member requests access to the client portal, the member requesting access shall pay a one-time fee of $250.

f) Billing for Services and Payment to GH: The process preferred by GH is stated as follows:

   i. Once recovery is agreed to between GH and the at-fault party and all documentation is executed including a release, the at-fault party will issue a check to GH for the full agreed upon amount.

ii. GH shall deposit the gross recovered funds into the GH Client Trust Fund.

iii. GH will promptly issue the net payment to the CLIENT of the amount remaining after deduction of the fees to compensation GH based on this Agreement.

4. COMPROMISE OR SETTLEMENT OF CLAIMS

It is agreed that GH will consult with and seek authority from the CLIENT prior to the settlement or compromise of all subrogation claims.

5. FILE RETENTION

GH shall serve as the custodian of the client's data, for documents related to each of the subrogation claims subject to this agreement only, and as such shall electronically retain all related records through the life of this Agreement. Upon termination of this Agreement, GH shall dispose of or transfer the data at the client's direction. Client and GH may agree via a separate signed agreement to retain records for a longer period of time.

6. CONFIDENTIALITY

All data, documents, discussions, or other information developed or received by or for GH in PERFORMANCE of this Agreement are confidential and not to be disclosed to any person except as authorized by CLIENT or CLIENT's designee, or as required by law.

7. CONFLICT OF INTEREST

In the event GH receives a claim from the CLIENT in which there arises a "conflict of interest," GH shall immediately notify CLIENT. CLIENT may then, at their expense choose to hire another well-qualified claim firm to handle that particular claim to a conclusion. GH covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

8. CLIENT RESPONSIBILITY

CLIENT agrees to the following:

1. CLIENT shall cooperate with GH as reasonably necessary for GH to perform its services.

2. CLIENT agrees to provide direction to GH as requested regarding the particulars and handling of all subrogation claims.

3. If required by the Court, CLIENT will assign a regularly employed individuals to attend any and all small claims hearings in furtherance of the efforts by GH to advance a claim or obtain recovery.

9. TERM AND TERMINATION

The term of this Agreement shall commence immediately upon execution and will remain effective until such a time as either party issues a written notice of intent to terminate to the other party pursuant to section 16 of this Agreement. Such notice of intent to terminate shall be provided ninety (90) days before the date on which the Agreement will terminate. If the notice of intent to terminate does not identify a date of termination, the Agreement will automatically be terminated ninety (90) days after the date the notice is received by the other party. Compensation and Fee upon termination will be governed by section 3.

10. FAIR EMPLOYMENT

It is the policy of GH to provide fair and equal treatment to all staff members. GH is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

11. INDEPENDENT CONTRACTOR

In performing claims administrative services herein agreed upon, GH, and all GH employees, shall have the status of an independent contractor of the CLIENT and shall not be deemed to be an officer, employee, or agent of CLIENT. GH can perform work for others. CLIENT shall not be liable in any manner for any act or omissions by GH. GH will have no claim for any vacation time, sick leave, health insurance, retirement benefits, or any employee benefits of any kind.

12. INDEMNIFICATION

GH will defend, indemnify, and hold harmless CLIENT from and against all claims, demands, actions, or causes of action arising directly or indirectly from the negligent action, conduct, or failure to act by GH personnel ("Indemnity Event"), except that indemnity under this section does not apply with respect to any claim, demand, action, or cause of action arising out of the sole negligence or willful misconduct of the CLIENT. This right to indemnity shall not cover any claims in which there is a failure to give GH prompt and timely notice, within thirty (30) days of notice received by the CLIENT which implicates this provision, but only if and to the extent that such failure materially prejudices the defense of such claims.

CLIENT will defend, indemnify, and hold harmless GH, and/or employees of GH, from and against all claims, demands, actions, or causes of action, which may arise, from the action, conduct, or failure to act by CLIENT. In any cases subject to this indemnity provision, wherein GH, or any employee of GH, is named in a filed or verified complaint simply by virtue of the fact it is the CLAIMS ADMINISTRATION firm, or an employee thereof, on a given claim, the CLIENT will defend GH, and/or its employees, at no cost to GH or its employees.

13. EMPLOYEE SOLICITATION

During the period of this Agreement, and for a period of one (1) year thereafter, GH agrees not to solicit for employment any CLIENT employee contacted during the performance of this Agreement; CLIENT agrees not to solicit for employment, or employ, during the period of this Agreement, and for a period of one (1) year thereafter, any employee of GH contacted by the CLIENT during the performance of this Agreement.

14. BINDING ARBITRATION

Any dispute arising under the agreement including but not limited to claims for breach of the agreement, performance of the terms of the agreement, and any other matters arising out of the obligations of the parties under the agreement shall not be subject to any court action but shall instead be submitted to binding arbitration. The arbitration shall be conducted pursuant to California Code of Civil Procedure section 1280 et.seq. by a single neutral arbitrator who is a lawyer experienced in contract interpretation and application, or a retired federal or state court judge. Each party shall pay 1/2 of the cost of arbitration. Each party shall also be responsible for its costs and expenses of arbitration.

15. FORCE MAJEURE CLAUSE.

GH shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", natural disasters such as earthquake or fires, floods, riots, epidemics, pandemics, including COVID-19 regulations or restrictions issued by federal, state or local governmental authorities, strikes, or any act or order which is beyond the control of GH, provided GH takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

16. NOTICES

All notices to GH shall be sent via certified U.S. Mail, postage prepaid, to the following address and/or via e-mail:

GH
George Hills Company
Attn: John Chaquica, CEO
P.O. Box 278
Rancho Cordova, CA 95741
E-mail: John.Chaquica@GeorgeHills.com

All notices to the CLIENT shall be personally served or mailed, postage prepaid, to the following address:

Client:
Jeanette Workman
Director, Program Administration
CSJVRMA care of Sedgwick
1750 Creekside Oaks Dr., Ste. 200
Sacramento, CA 95833
E-mail: jeanette.workman@sedgwick.com

This subsection only, regarding Notices, may be amended unilaterally by either party by and through the mailing of new or amended contact information to the other party via certified U.S. Mail at any time.

17. AMENDMENT

GH and CLIENT agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both the CLIENT and GH, excepting only, modifications to the contact information to which Notices shall be sent under section 16.

18. ENTIRE AGREEMENT

GH and CLIENT agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

19. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. This agreement may not be modified except by a written document signed by both parties. George Hills shall not subcontract, transfer, or assign this agreement or any part thereof, or interest therein, to any person without the prior written consent of CSJVRMA. Any attempted assignment without such consent shall be invalid.

20. CHOICE OF LAW

This agreement is executed and delivered within the state of California and shall be construed and enforced in accordance with the laws of the state of California.

21. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

04/04/2025
Date

BY: John E. Chaquica
John E. Chaquica, CEO
GEORGE HILLS COMPANY INC.

04/04/2025
Date

BY: Maria Alaniz
Maria Alaniz, President
CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

Signature: Maria Alaniz
Email: malaniz@dinuba.ca.gov

Signature: John E. Chaquica
Email: john.chaquica@georgehills.com

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-8

SUBJECT:

2025 Old Timers Day Parade and Booths in the Park event entries

RECOMMENDATION:

Approve a Minute Order authorizing the City Manager to execute documents necessary for any City entries in the Old Timers Day Parade and related Booths in the Park event scheduled September 27, 2025

SUMMARY:

The City Council and various City departments have traditionally participated in the Old Timers Day Parade. The parade is one of Madera's most historic and longest legacies. This day marks the parade's 94th year of history. In order for Councilmembers or other City departments to participate in the parade event or booths in the park, applications including hold harmless agreements, must be executed. In addition, an entry fee is paid per entry and the City typically has several entries, such as emergency response vehicles.

DISCUSSION:

The 2025 Madera Old Timers' Day Parade and Booths in the Park event will occur on the morning of Saturday, September 27, 2025. The City Council has historically participated in the event, as well as City departments. In order to participate, applications and hold harmless agreements must be executed on behalf of the City and submitted to event organizers. The requested action is to authorize the City Manager to execute any required documentation for these entries on behalf of the City.

FINANCIAL IMPACT:

The parade and park events have various entry fees depending on the type of entry. Cost ranges from $50 to $100 depending on the entry. Funds to pay for the entry fees would come from existing budgeted dollars; there is no request for additional appropriation of funds.

ALTERNATIVES:

The Council may direct staff not to participate in the parade.

ATTACHMENTS:

1. Parade Entry Form and Hold Harmless Agreement
2. Booths in the Park Application and Liability Release and Hold Harmless Agreement

Category of Entries *(SELECT ONE)*

(see parade rules #5 & #6)

Class: 1 Floats
1. Commercial
2. Youth Groups
3. Organizations

Class 2: Military Units
1. Drill Teams
2. Color Guard

Class 3: Bands
1. High School (over 1600 students)
2. High School (700-1599)
3. High School (100-699)
4. Junior High School

Class 4: Drill Teams (Non Military)
1. Auxiliary – Jr.
2. Auxiliary – Sr.

Class 5: Majorette/Drum Majors
1. Majorette, Peewee Group (3 or more)
2. Majorette, Single Junior
3. Majorette, Single Senior
4. Majorette, Jr. Group (3 or more)
5. Majorette, Sr. Group (3 or more)
6. Drum Major, Junior. High School
7. Drum Major, Senior High School

Class 6 Open Class
1. Future Horseman (ages 1 - 8) Costume or Western
2. Junior Equestrian (ages 9 - 12)

Class 7: Divided Classes (Male & Female)
1. Mounted Group
2. Color Guard
3. Charro/Charra
4. Parade Horse or Pony
5. Charro/Charra Costume
6. Working Horse Western – Jr.
7. Working Horse Western – Sr.
8. Fancy Dressed Western – Jr.
9. Fancy Dressed Western – Sr.
10. Plain Western – Jr.
11. Plain Western – Sr.
12. Novelty – Fiesta (Jr. & Sr.)

Class 8: Hitch Classes
1. Horse
2. Pony
3. Mule

Class 9: Special Groups
1. Antique Auto
2. Antique Auto Group (3 or more)
3. Classic Auto
4. Classic Auto Group (3 or more)
5. Decorated Auto, Truck, Car, or Boat
6. Dune Buggy or 4-Wheel Drive
7. Comic
8. Street Rods
9. Motorcycle
10. Old Fire Trucks

Class 10: Youth Groups
1. Dance Group
2. Performing Gymnastics Group
3. Youth Comic
4. Scout Troops
5. Bike Group/Clubs
6. Cheer
7. Youth Activities-Other

Class 11: Non-Judged
1. Commercial
2. Political Individual/Group
3. Miscellaneous

Entry Fees:

Political	$100.00
All Others	$45.00
Late Fees (after 9/20/2024)	$20.00

No Entry Fee for Bands

Completed signed application and hold harmless agreement can be mailed or delivered to:

Old Timers' Day Parade
c/o Madera Chamber of Commerce
120 North E Street
Madera, CA 93638

Or email forms to: 559agent@gmail.com

Please make checks payable to:
Madera Downtown Association

PARADE RULES

1. Parade starts at 10:00 a.m. SHARP!
2. Forward motion at all times. Units will be penalized for delay.
3. Maintain approximately 50 ft. between units.
4. NO throwing or distributing of candy or objects to spectators.
5. Junior Units are age 13 and under. (circle)
6. Senior Units are age 14 and older. (circle)
7. Bands should play often along route.
8. Identification numbers are to be placed in view of the judges (facing north).
9. Entries involving vehicles or animals must maintain control of same at all time.
10. Entries may enter in only one category.
11. Only one trophy awarded per entry.
12. Children under the age of 6 may not enter unless accompanied by a person 18 years of age or older.
13. Parade officials reserve the right to discharge any parade participant…
14. All vehicles participating in parade must be insured for liability.

PARADE GOES ON RAIN OR SHINE!

AWARDS CEREMONY

After the parade, and upon judges final tallying of scores, the Awards Ceremony will be held after the parade, at Courthouse Park.

AWARDS

1st, 2nd & 3rd Place categories receive trophies.

Bands: In addition to 1st, 2nd, and 3rd place trophies, the school who places 1st Overall (band, aux., and drum major) will receive $200.00

Equestrian: All will be judged by CAHA judge. The 1st Overall equestrian will receive $150.00, 2nd Overall will receive $100.00 and 3rd Overall will receive $50.00. Trophies will be awarded for all equestrian entries.

Questions ??

Call: 559-474-9901 or Email: 559agent@gmail.com

MADERA OLD TIMERS' DAY PARADE

Presented by Madera Downtown Association & Madera Sunrise Rotary

ROTARY INTERNATIONAL

ENTRY FORM

2025 Old Timers' Day Parade
Saturday, September 27, 2025
Entries Close September 17, 2025

_____
Organization Name

_____
Authorized Representative

Address_____

City_____Zip_____

Phone_____

Email _____

# of Participants_____# of Vehicles_____

Entry Type_____
(ex: Semi-Trailer/Car/Truck/Horses/Float/Harley)

Approx. length of entry_____

Amount Enclosed $_____

My signature certifies the category of entry in which to be judged. In entering this event, I agree to accept the decision of the duly appointed judges. I have read and agree to abide by all rules and regulations of the event. I agree to release the Madera Downtown Association, Madera Sunrise Rotary, and all their associates affiliates with this event from any, and all, responsibility for loss, damage, and/or personal injury to any person or property from any participation in this event. I also confirm that this entry holds a current liability insurance policy to cover event participation.

_____
Signature of Authorized Representative

2025 Old Timers Day Parade

HOLD HARMLESS AGREEMENT

In submitting this application, the Applicant (organization/group name)_____, and its agents and those assigned, agrees to release and hold harmless the, Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club, and their directors, members, employees, volunteers, and other representatives, and to promptly indemnify same, from and against any and all claims, actions, damages, liability of every typed and nature, including all costs and legal expenses incurred by the applicant or any other party, by reason of any activity arising under, or in connection with the applicant's participation in the Old Timers Day Parade including but not limited to loss of life, personal injury, and/or damage to property arising from, or out, of any occurrence, omission, or activity to such participation. In the event Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club shall be made a party to any litigation by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club harmless and shall pay all cost, expenses and attorney's fees incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your acceptance of this entry, I intend to be legally bound myself , my heirs, executors and administrators, waive and release any and all rights I may have against Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club, and all other associated sponsors, promoters, and agents for any and all injuries suffered by me in conjunction with/and or arising in and out of my traveling to, participate in, and returning from Old Timers Day Parade.

By signing this document, the applicant certifies that they have read, understand and will comply with the Old Timers Day Parade Rules and Regulations. The applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The applicant further agrees to hold harmless, the Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club and its designated representatives, volunteers and sponsors, for all claims, damages and liability arising from any injury associated with the parade in all manner.

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED OR THE APPLICANT WILL NOT BE ADMITED TO THE PARADE.

I agree to the Hold Harmless Agreement.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

_____

Print Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT

Date_____

2025 BOOTHS IN THE PARK

Fields marked with an * are required

Event Name: ***2025 Booths In The Park***
Event Organizer: ***Madera Young Professionals (MYP)***
Event Location: ***210 W Yosemite Avenue, Madera, CA 93637 (Madera County Courthouse Park)***
Event Date & Time: ***September 27, 2025 | 8:00 AM - 3:00 PM***
Event Contact: ***Saim Mohammad | (559) 514-4516 | MaderaYoungPro@gmail.com***

To Reserve A Booth Space, Please Complete All Fields Below

Please Note the Following:

1. Each space size is 10 x 10.
2. All checks must be made payable to **Madera Young Professionals**. Payments can be dropped off or mailed to **300 N. Gateway Drive, #100, Madera, CA 93637**. (The Salazar Group)
3. All approved applicants will receive a site map validating their space location approximately one (1) week before the event.

)RS: Please contact Andrew Hernandez to sign up
r. DO NOT fill out the application below.

ANDREW@DREWSALLSEASON.COM

Phone: (559) 706-8418

Company Name *

Type Here

Contact Name *

Type Here

Contact Email *

Type Here

Contact Phone *

Type Here

Booth Space Type (Cash or Checks Only) *

Standard ($50.00)

# of Spaces Needed *

1

PLEASE COMPLETE ALL REQUIRED QUESTIONS BELOW

be selling or showcasing at your booth? *

offering any free items or entertainment items for passersby? *

- Yes
- No

If you answered "Yes" to Question #2, please provide details for each item below.

Type Here

Madera Young Professionals Liability Release and Hold Harmless Agreement

My signature below confirms that I, my business/organization, employees, and volunteers hereby release and hold the Madera Young Professionals, its board and volunteers and the County of Madera, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives of any and all claims, suits, actions, damages, and causes of action that may arise on September 28th, 2024 at the Madera Courthouse Park during the Booths in the Park event. I agreed to reserve space at this event with the understanding that it is a public event with no enclosed perimeter and no dedicated security.

- [ ] **By checking this box, you agree to the terms and conditions set forth in the Madera Young Professionals Liability Release and Hold Harmless Agreement. ***

Date *

Tuesday, August 05 2025

ere

Type Your Name Here

By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature. *

Representative Signature

Submit

The Madera Downtown Association & Madera Sunrise Rotary
2025 Old Timers' Day Parade
SATURDAY SEPTEMBER 27, 2024 AT 10:00 A.M.

Entries due by September 17, 2024

Announcers Script Information

Please tell us a little about your entry, your past awards, and other parades you've been involved in. If your entry is a float, please tell us who built it, the name of your sponsors, etc. This information will be read by the parade announcer and will be used in the pre-parade publicity. Please limit your script to 50 words. We will edit your script if necessary.

Your entry will be final when all paperwork; entry form, hold harmless agreement, publicity information sheet, and payment has been submitted. After completion of parade application forms, please make a copy for your records.

Mail or deliver your completed entry form, with payment (Cash, Check, or Credit Card, to):

Madera Old Timers' Day Parade c/o Madera Chamber of Commerce
120 N. E St. Madera, CA 93638
Or email forms to: 559agent@gmail.com

Please contact the parade organizer with any questions
at: 559agent@gmail.com or (559) 474-9901

REPORT TO CITY COUNCIL

Council Meeting of: August 20, 2025

Agenda Number: B-9

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Bike Lane Construction Plan for Various Streets City Project R-94 Bid Package 2 and D Street Pavement Rehabilitation

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the Bike Lane Construction Plan for Various Streets City Project R-94 Bid Package 2 and D Street Pavement Rehabilitation Recording of Notice of Completion
2. Increase in project contingencies from 10 to 11.6 percent
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On March 5, 2025, the City Council awarded a contract to VSS International, Inc. for Bike Lane Construction Plan for Various Streets City Project R-94 Bid Package 2 and D Street Pavement Rehabilitation (Project) for $450,211.00. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The work in general consists of installation of pavement striping, marking, and stenciling on approximately 1.6 miles of roadway. Work also includes removal of existing striping via grinding and installation of various street signs. Work also includes removal and restoration of severely deteriorated sections of asphalt pavement (dig outs), asphalt crack filing, and application of slurry seal.

A final project inspection was conducted by City staff pursuant to the construction drawings. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded.

Table 1 provides a summary of the project contract costs. One change order was processed which consisted of costs due to unforeseen conditions including grinding and removing additional asphalt concrete that was in poor condition, reconstructing curb access ramp to meet ADA requirements, and final balancing change orders involving additives or deductive items based on the total work performed versus the total quantity included in the bid item.

Table 1: *Project Summary, including Change Orders*

Summary of Changes	*Cost*
Original Project	$450,211.00
Change Order #1	$52,227.63
Total	**$502,438.63**

A purchase order (PO) adjustment is required to process the final progress payment and retention release as the cost including change order #1 exceeded approved contingency. The approved change order increased the contract by approximately 11.60 percent, wherein a contingency of up to 10 percent was approved at award.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. The Project is programmed in the CIP FY 24/25 budget for AHSC Grant funding and RMRA Gas Tax funds. Any unused Affordable Housing and Sustainable Communities (AHSC) funds will transfer back to the fund balance for other project expenses.

ALTERNATIVES:

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

ATTACHMENTS:

1. Notice of Completion
2. Project Map

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 _____
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

   Name **Address**

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

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

   Name **Address**

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

   _____

   _____

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

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

_____ _____
Dated Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, _____ by Keith Brent Helmuth, 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 Map

Project Map

LEGEND

- Streets with Bike Lane Installation Only
- Streets with Road Rehab Only
- Streets with Bike Lane Installation and Road Rehab

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-10

SUBJECT:

Caltrans Airport 2025 Improvement Program Matching Grants for the Madera Municipal Airport

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to submit applications, accept allocations of funds, and sign grant agreements with the California Department of Transportation for Airport Improvement Program (AIP) Matching Grants

SUMMARY:

On July 16, 2025, the City Council adopted a resolution ratifying the grant applications submitted for Federal Fiscal Years 2025 and 2026 and authorizing the City Manager to accept Federal Aviation Administration (FAA) Airport Infrastructure Grants (AIG) and Airport Improvement Program (AIP) grants for the Madera Municipal Airport. Those applications are expected to result in multiple FAA grant awards within the next month.

To fully leverage these federal funds, staff is now seeking authorization to apply for corresponding Caltrans AIP Matching Grants for the eligible portions of the approved projects. The Caltrans program will fund approximately five percent of FAA AIP grant amounts, reducing the City's local match requirement.

If approved, this resolution will authorize the submission of Caltrans AIP Matching Grant applications and allow the City Manager to accept the matching funds and execute associated agreements. The projects supported through these grants are essential to maintaining a safe, functional, and economically viable airport.

DISCUSSION:

Annually, the City submits an Airport Capital Improvement Plan (ACIP) to the FAA identifying needed projects to maintain the airport's operational viability. Semi-annually the City submits an Airport Capital Improvement Plan (ACIP) to the Caltrans Division of Aeronautics. The City's airport

consultant, City staff, and the FAA collaborate to establish project priorities and identify funding opportunities. The ACIP serves as the FAA and Caltrans's planning document for future project funding. These forthcoming projects are identified in the City's Capital Improvement Plan, including:

- Rehab Apron A2 & Taxilane
- Airport Layout Plan Narrative including Updated Drawings and AGIS Survey
- Design and Reconstruct Runway 12-30 and Update Runway Lighting
- Rehabilitate Taxiways B, C, D, and P
- T-hangar Collector Taxiway and Taxilanes
- Develop Commercial Hangar Land
- Update Pavement Maintenance Management Plan

FAA Airport Improvements Program (AIP) and Airports Infrastructure (AIG) grants are used for infrastructure projects such as:

- Maintenance and construction of runways and taxiways
- Signage
- Runway and taxiway lighting
- Approach and navigation lighting
- Drainage improvements
- Security and safety measures
- Updating airport layout plans

The two projects moving forward under the current FAA grant cycle are the:

1. Airport Layout Plan & AGIS Survey and
2. Rehabilitation of Apron A2 and Taxilane (Design & Construction).

The Airport Layout Plan & AGIS Survey has a total project cost of $363,400 and will be funded as follows:

- FAA AIP Grant: $345,230 (95% of total cost)
- Caltrans Matching Grant: $17,262 (5% of FAA grant)
- Local Contribution: $909

The Rehabilitation of Apron A2 and Taxilane will be funded in three components, each with separate funding sources:

- FAA Grant #1 – AIG Taxilane Grant: Total $896,324, with $851,508 in FAA funding and $44,816 in local match (not eligible for Caltrans match).
- FAA Grant #2 – AIG Apron Grant: Total $478,356, with $323,492 in FAA funding and $154,864 in local match (includes ineligible costs and advance funding to be reimbursed in 2026; not eligible for Caltrans match).

- FAA Grant #3 – AIP Apron Grant: Total $1,103,325, with $1,048,159 in FAA funding, $52,408 in Caltrans match, and $2,758 in local match.

Total funding breakdown for the Rehabilitation of Apron A2 and Taxilane:

- Total Cost: $2,478,005
- FAA Grants: $2,223,159
- Caltrans Matching Grant: $52,408
- Local Funding: $202,438

These grants will allow the City to address priority infrastructure improvements, including pavement rehabilitation, updated airport layout planning, and compliance-related surveys. The FAA's current funding level of 95% for eligible projects significantly reduces the City's financial burden, and the Caltrans match will further offset local costs.

Staff is requesting that the City Manager be authorized to execute all documents required to apply for and accept Caltrans funding for these AIP projects as well as execute the associated agreements directly related for this project.

FINANCIAL IMPACT:

The FAA grants are issued on a reimbursement basis. The Airport Fund currently has a balance of $2,022,000. Should the grants be awarded, the Airport Fund will be responsible for a match of $203,347 for the projects listed in Table 1. That match is likely to be reduced to $86,963 by 2026 AIG grant funds. There will be no financial impact to the General Fund.

The table outlining the Airport Capital Improvement Projects as presented in the July 16, 2025 staff report was prepared using project costs and anticipated grant funding estimates available at that time. Since that Council action, the Federal Aviation Administration (FAA) has released additional funding, which has changed the cost share and grant amounts for the projects. For transparency, the original table from the previous staff report is presented below, followed by an updated table reflecting the revised figures. This comparison highlights the changes in total project costs, FAA grant funding, and required matching funds resulting from the additional FAA allocation.

Table 1: *Airport Capital Improvement Projects (As presented to Council on July, 16 2025)*

Project Description	*Estimated*			*Airport Funds*
	Project Cost	*FAA Funds*	*Caltrans Funds*	
Rehab Apron A2 and Taxilane	$1,374,680	$1,175,000	$0	$199,680
Airport Layout Plan & AGIS Survey	$363,400	$345,230	$17,261	$909
Total:	**$1,738,080**	**$1,520,230**	**$17,261**	**$200,589**

Table 2: *Airport Capital Improvement Projects (Based on most current FAA allocations)*				
Project Description	*Estimated*			*Airport Funds*
	Project Cost	*FAA Funds*	*Caltrans Funds*	
Rehab Apron A2 and Taxilane	$2,478,005	$2,223,159	$52,408	$202,438
Airport Layout Plan & AGIS Survey	$363,400	$345,230	$17,261	$909
Total:	**$2,841,405**	**$2,568,389**	**$69,669**	**$203,347**

ALTERNATIVES:

Council may direct staff to bring each project forward separately, postpone them to a future date, request additional information, or decline the pending grant opportunities.

ATTACHMENTS:

1. Resolution
    a. State Matching Grant for FAA Airport Improvement Program - Application

Attachment 1: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Madera and the Federal Aviation Administration are parties to federal AIP grants for Rehabilitate Apron A2 Project and the Airport Layout Plan Update at the Madera Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Madera, State of California:

1. Authorizes filing an application for a state AIP Matching grant for these projects.

2. Authorizes accepting the allocation of state AIP Matching funds for these projects.

3. Authorizes execution of an AIP Matching Grant Agreement for these projects; and

BE IT FURTHER RESOLVED, that the City Council of the City of Madera does hereby authorize the City Manager, to sign any documents required to apply for and accept these subject funds on behalf of the City of Madera. The resolution is effective immediately upon adoption.

* * * * * * * *

a. **Exhibit 1(a): State Matching Grant for FAA Airport Improvement Program - Application**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOT DOA-0012 (REV 10/2024)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual’s name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Aeronautics

Title of Official Responsible for Information Maintenance:

For more information, please contact the Office Chief for the Office of Technical Services & Programs at (916) 879-2965, in writing at Office of Technical Services & Programs, 1120 N Street, MS- 40, Sacramento, CA 95814, or by email at aeronauticsGL@dot.ca.gov.

Maintenance of the Information Authorized By:

Information Practices Act (Civil Code Section 1798 et seq.)

Consequences of Not Providing All or Any Part of the Requested Information:

This information is mandatory. Failure to provide all information requested may result in processing delays.

Principal Purpose(s) for Which the Information Will Be Used:

The request for personal information is to facilitate processing this form and review eligibility for the program.

Known Disclosures:

The information shall be disclosed to authorized California Department of Transportation employees and will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOT DOA-0012 (REV 10/2024)

PLEASE PRINT OR TYPE AND COMPLETE ALL APPLICABLE ITEMS

AIRPORT INFORMATION

PUBLIC ENTITY	COUNTY	
AIRPORT NAME	PERMIT NUMBER	
CONTACT NAME	TITLE	
MAILING ADDRESS	EMAIL	PHONE

PROJECT INFORMATION

Project must be in the Department's most recent Capital Improvement Plan and the project cannot commence prior to the State's award of a matching grant or the project becomes ineligible for a matching grant.

☐ Check to acknowledge statement

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed federal grant and in the adopted Capital Improvement Plan):	FEDERAL GRANT NUMBER
	FEDERAL GRANT $
	APPLICANT FUNDS $
	STATE FUNDS* $
	TOTAL COST OF PROJECT $
	*Maximum is 5% of the federal grant amount.

REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Section 21681-21684 and Section 4067 of the CAAP Regulations, submit the following documents with this application:

- Local government approval *(resolution or minute order)* as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
  1. Copy of Notice of Exemption or provide the Categorical Exemption Class # _____. *(CEQA Guidelines Sections 15300-15333)*.
  2. Copy of Notice of Determination or provide the following information:
     - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH) # _____ or
     - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH) # _____ or
     - National Environmental Policy Act (NEPA) document (Title/Date) _____. (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions).
- Airport Layout Plan (ALP) showing project location(s) and dimensions or project sketch if no ALP exists.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

AUTHORIZATION

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

AUTHORIZED OFFICIAL'S SIGNATURE		DATE
PRINT NAME	TITLE	
MAILING ADDRESS	EMAIL	PHONE

SEND COMPLETED FORM AND ALL REQUIRED DOCUMENTS TO:

AeronauticsGL@dot.ca.gov

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-11

SUBJECT:

City Projects TS-23, 24, 32 - Traffic Signal Modifications and Traffic Signal Installations

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Madera Rejecting all Bids Received for the City Projects TS-23, TS-24, and TS-32 (Traffic Signals) at Howard Road and Pine Street, Howard Road and Yosemite Avenue/Q Street

SUMMARY:

On August 5th, 2025 the City received three bids for a single bid package combining the Traffic Signal Modification at:

1. Howard Road/Olive Ave and Pine Street, Howard Road/Yosemite Ave and Q Street City Project TS-23, Federal Project CML 5157 (121)
2. Traffic Signal Installation at Cleveland Avenue and Granada Drive City Project No. TS-24, Federal Project CML 5157 (124), and
3. Traffic Signal Installation at South Street and D Street City Project No. TS-32, Federal Project CML 5157 (125) (the Project).

The Project combines three Capital Improvement Plan (CIP) projects TS-23, 24, and 32 funded primarily with Congestion Mitigation and Air Quality (CMAQ) funds.

The first and second low bidders were found non-responsive to the bid documents. The value of the third bid exceeds the available construction budget. Thus, staff recommends rejecting all the bids and rebidding the individual projects.

BACKGROUND:

The proposed project combines improvements at three intersections. The decision to combine the projects was made to take advantage of economies of scale, as larger projects can often be delivered more cost-effectively through the competitive bidding process.

Because the combined project includes three distinct improvements, funding for the work is derived from multiple sources. Specifically, the City secured funding through three separate CMAQ applications:

- In FY 2014/15, the City completed a CMAQ Lifeline Program application (Project TS-23 HOPYQ) for traffic signal modifications.

- In FY 2019/20, the City completed two CMAQ applications (Projects TS-24 and TS-32) for traffic signal installations.

In total, the City received $1,035,000 in CMAQ funding to support the combined project.

DISCUSSION:

The City retained TJKM Consultants for design of the signal projects via Request for Proposals (RFP). The contract with TJKM was entered into in 2021. TJKM Consultants prepared plans and specifications for three traffic signal improvement projects described below. These CIP projects are funded mostly with CMAQ funds and were combined into one bid document for bidding and construction using three separate bid schedules. The projects include:

1. *Bid Schedule A – CIP Project TS-23 HOPYQ Intersection Traffic Signals*

   The Howard/Olive & Pine, Yosemite & Q (HOPYQ) intersections project consists of installing Adaptive Signal Control Technology (ASCT) at the existing traffic signals. ASCT uses hardware (cameras) and software to collect data to develop signal-timing improvements intended to provide green time where most needed depending on changing needs throughout the day. Installation includes controllers, pull boxes, conduits, conductors, video detection units, cellular modem and antenna installation, and fiber optic cabling.

2. *Bid Schedule B – CIP Project TS-24 New Traffic Signal at Cleveland Avenue and Granada Drive*

   The intersection of Cleveland & Granada is a traditional traffic signal installation; however, the location has three existing signal poles without mast arms. Therefore, the cost of this location would be expected to be less in comparison to a full traffic signal installation that typically includes cabinets, pullboxes, conduit, controller, mast arms, push buttons, Emergency Vehicle Pre-emption, signing, and striping.

3. *Bid Schedule C – CIP Project TS-32 New Traffic Signal at South Street and D Street*

The work at this location generally consists of installing a new traffic signal system in place of the current all-way stop. The project includes traffic signal pole installation, cabinets, pullboxes, conduits, conductors, push buttons, Emergency Vehicle Pre-emption (EVP), programming the signal controller for signal timing, signing, and striping.

On July 2, 2025, the City released the projects for public bidding on the PlanetBids web portal. Also, a "Notice Inviting Bids" was duly published in the Madera Tribune Newspaper on July 2 and July 9, firms downloaded the plans and specifications from PlanetBids.

On August 5, 2025, 3 bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. Due to the federal funding, the project included a goal of at least 20 percent participation in the contract by Disadvantaged Business Enterprises (DBE). If the goal is not met, the bidder is to provide a Good Faith Effort demonstrating their efforts to maximize opportunities for DBE participation. All three bidders met the DBE goal. However, two did not submit all the required DBE documentation. The bids received are summarized by Total Base Bid in Table 1.

Table 1: *Bid Abstract*

Bidder	*TS-23 Schedule A*	*TS-24 Schedule B*	*TS-32 Schedule C*	*Bid Total*
C3 Electric, Inc.	$248,441.00	$328,711.00	$407,734.00	$984,886.00
PTM General Engineering Services, Inc.	$370,400.00	$432,400.00	$528,231.00	$1,331,031.00
St Francis Electric, LLC	$463,366.00	$399,307.00	$496,043.00	$1,358,716.00
Engineer's Estimate	*$208,385.51*	*$358,890.01*	*$509,202.01*	*$1,076,477.53*

Bids made by C3 Electric, Inc. and PTM General Engineering Services, Inc. were deemed non-responsive due to missing DBE documentation. The bid from St. Francis Electric, LLC was determined to have reasonable pricing for Schedules B and C when compared to the engineer's estimate. However, for Bid Schedule A, the HOPYQ Improvements TS-23, St. Francis Electric's bid exceeded the engineer's estimate by approximately $255,000.

The bid amount for Schedule A exceeds the available funding available in the City's CIP. The additional costs are not justifiable to warrant a budget amendment to award the project. Based on this, staff recommends rejecting all bids and rebidding the projects individually projects.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund, rather funding for this project comes from CMAQ, Measure T, Local Transportation Fund (LTF), Traffic Signal Impact Fees, and Regional Surface Transportation Program (RSTP) Federal Exchange. There will be some additional non-General Fund costs incurred by the projects to rebid.

ALTERNATIVES:

Should the Council wish to award the contract an additional $255,000 would have to be added to the project budget to cover the bid amount for Schedule A.

ATTACHMENTS:

1. Resolution
2. Map of project locations

Attachment 1

Resolution

RESOLUTION NO. 25-_____

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

WHEREAS, on July 2, 2025 the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the Traffic Signal Modification at Howard Road and Pine Street, Howard Road and Yosemite Avenue/Q Street City Project TS-23, Federal Project CML 5157 (121); Traffic Signal Installation at Cleveland Avenue and Granada Drive City Project No. TS-24, Federal Project CML 5157 (124); Traffic Signal Installation at South Street and D Street City Project No. TS-32, Federal Project CML 5157 (125) (collectively "Project") and

WHEREAS, three sealed bids were received on August 5, 2025 and opened by the City Engineer; and

WHEREAS, two bids are deemed non-responsive; and

WHEREAS, the responsive bid is approximately $255,000 above budget; and

WHEREAS, the City Council has determined that it is in the best interest of the City to reject all bids and re-advertise for bids as may be appropriate.

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 information presented including the report to Council from the Engineering Department.

3. It is in the best interests of the City to reject all bids for the Project, and the City Council so rejects all bids.

4. The City's Engineering Department is authorized to re-advertise for bids for the Project or any component of the same.

5. This Resolution is effective immediately upon adoption.

* * * * * *

Attachment 2

Map of Project Locations

Map of Project Locations

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-12

SUBJECT:

Request by Jaime Deniz Rangel for connection to the City's water system

RECOMMENDATION:

Adopt a Resolution approving an Agreement for Outside City Limits Water Connection for 28537 Avenue 14 (APN 035-222-021)

SUMMARY:

The City of Madera (City) has a policy wherein properties located outside the City Limits, but proximate to the City water and sewer systems, may, under certain conditions, apply for and receive City utility services. If approved by City Council, this Agreement for Outside City Limits Water Connection for 28537 Avenue 14 (APN 035-222-021) (Agreement) will be documented and recorded on the property's title, ensuring that future transactions involving the property, such as its sale, will ensure the Agreement be listed in the Title Report. This provision ensures that all stakeholders involved in property transactions are made aware of the Agreement's existence and terms.

DISCUSSION:

The property owner, Jaime Deniz Rangel (Owner), has an existing single-family residence on a 0.59-acre parcel located on the north side of Avenue 14, between Road 28 ½ and Road 29. The Owner has made a request to connect to the existing 12-inch City water main in Avenue 14 due to the failure of the well, which previously served his water needs. The Owner has emphasized the urgency of this matter as the lack of potable water leaves him with limited options, potentially requiring reliance on bottled water or incurring expenses for water delivery services.

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

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

- Water Service Lateral: A one-inch water meter and backflow preventer will be installed on the existing service lateral leading to the property. This metered installation will follow the standard procedure for all new City connections.

- Development Impact Fees (DIF): A DIF of $845, designed for one house, will be collected prior to permitting the water connection. This fee aligns with the City's development policies and is a standard procedure for new connections.

- Encroachment Permit Fee: An encroachment permit fee of $202 will be levied on the Owner. This fee covers administrative expenses related to the installation process.

- Volumetric Charges: Once connected, the Owner will be subject to volumetric charges, akin to existing utility customers. These charges are consumption-based and will be reflective of their water usage.

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

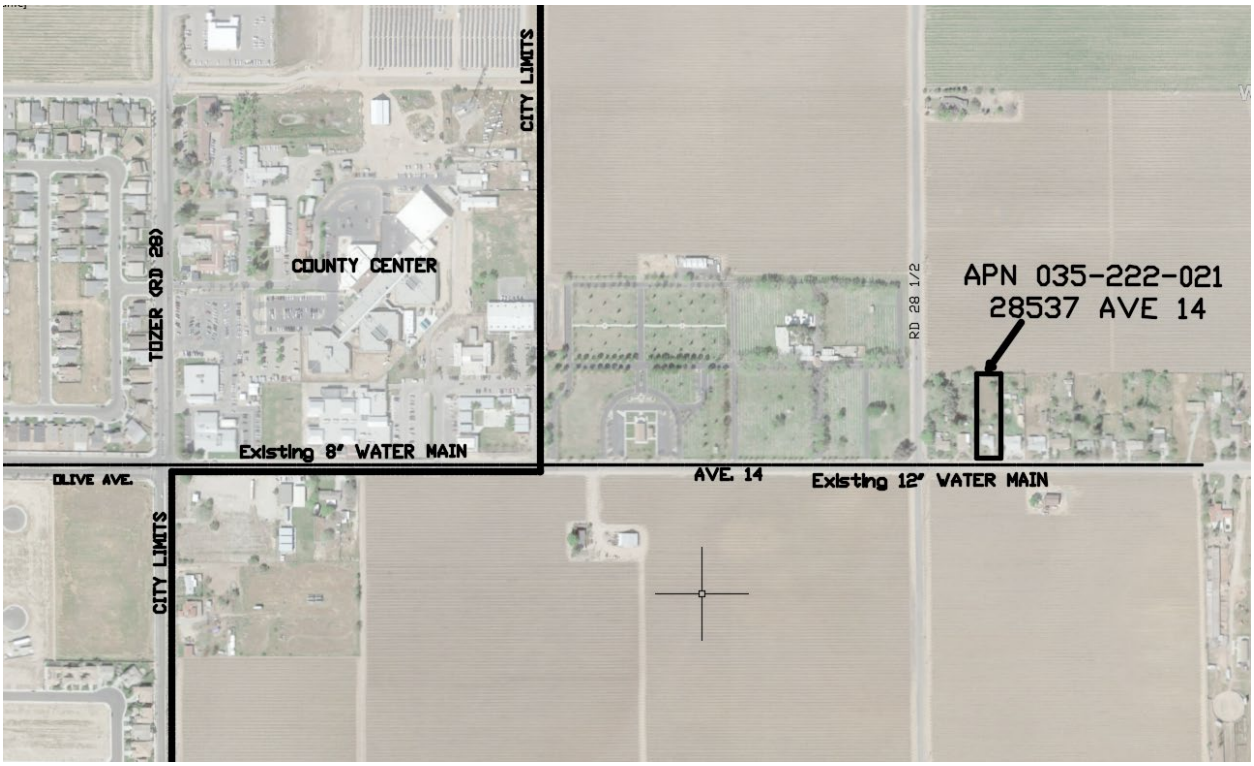
ATTACHMENTS:

1. Location Map
2. Resolution
   Exhibit A – Agreement

Attachment 1

Location Map

28537 Avenue 14



Attachment 2

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 28537 AVENUE 14 (APN 035-222-021)

WHEREAS, Jaime Deniz Rangel owns the property located at 28537 Avenue 14 ("Property") and desires to connect the Property to the City of Madera (City) water system; and

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

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

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

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

1. The above recitals are true and correct.

2. The Council approves the Agreement for Outside City Limits Water Connection for 28537 Avenue 14 (APN 035-222-021) (Agreement) which is attached to this resolution as Exhibit A and incorporated by reference.

3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.

4. Staff is hereby directed to record the Agreement.

5. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

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

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

Address: 28537 Avenue 14, Madera, California
APN: 035-222-021

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 28537 Avenue 14 (APN 035-222-021)

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 28525 Avenue 14 ("Agreement"), is made and entered into this 20th day of August 2025, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and JAIME DENIZ RANGEL, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 28525 Avenue 14, in the County of Madera, California and more particularly described below.

B. The Property consists of 0.59 acres, more or less, located` on the north side of Avenue 14, between Road 28 ½ and Road 29, known as 28537 Avenue 14, in the unincorporated territory of Madera County (the "Subject Property").

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

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

AGREEMENT

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

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Avenue 14 to serve one dwelling for domestic residential (no commercial or agricultural) uses only on the Subject Property located at 28537 Avenue 14, which

property is more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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

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

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

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

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

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

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

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

TO OWNER: Jaime Deniz Rangel
28537 Avenue 14
Madera, CA 93637

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

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

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

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

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

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

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site

plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

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

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

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

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

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

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

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

would be the most appropriate court for any litigation that might arise in connection with this Agreement.

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

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

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

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

CITY OF MADERA

By: _____
Cecelia K. Gallegos, MAYOR

OWNERS

By: _____
Jaime Deniz Rangel

ATTACH NOTARY ACKNOWLEDGEMENTS
FOR OWNERS/APPLICANTS

ACCEPTED BY:

By: _____
Keith B. Helmuth, City Engineer

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shannon L. Chaffin, City Attorney

EXHIBIT “A”

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS.

PARCEL 1:

ALL THAT PORTION OF THE SOUTH QUARTER OF LOT 29 IN SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF LANKERSHIM COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 4 OF MAPS, AT PAGE 31, FRESNO COUNTY RECORDS, SHOWN AS PARCEL 3 OF PARCEL MAP NO. 215, RECORDED OCTOBER 24, 1869 IN BOOK 15 OF MAPS, AT PAGE 56, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN A WELL ALSO ON THE NORTH 20 FEET OF THE SOUTH 46 FEET OF THE WEST 5 FEET THEREOF.

PARCEL 2:

AN UNDIVIDED 1/5TH INTEREST IN A WELL SITE ON THE NORTH 20 FEET OF THE SOUTH 45 FEET OF THE EAST 5 FEET OF THAT PORTION OF LOT 29 IN SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF LANKERSHIM COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 4 OF MAPS, AT PAGE 31, FRESNO COUNTY RECORDS, SHOWN AS PARCEL 2 OF PARCEL MAP NO. 215, RECORDED OCTOBER 24, 1968 IN BOOK 15 OF MAPS, AT PAGE 56, MADERA COUNTY RECORDS.

PARCEL 3:

AN EASEMENT FOR WATER PIPELINES OVER THE NORTH 10 FEET OF THE SOUTH 26 FEET AND OVER THE EAST 5 FEET OF THE SOUTH 16 FEET OF ALL THAT PORTION OF THE SOUTH QUARTER OF LOT 29 IN SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF LANKERSHIM COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 4 OF MAPS, AT PAGE 31. FRESNO COUNTY RECORDS, SHOWN AS PARCEL 2 OF PARCEL MAP NO. 215 RECORDED OCTOBER 24, 1968 IN BOOK 15 OF MAPS, AT PAGE 56, MADERA COUNTY RECORDS.

APN: 035-222-021

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-13

SUBJECT:

Budget Amendment for Project TS-34, Granada Drive Pedestrian Improvements

RECOMMENDATION:

Adopt a Resolution Amending the City's Fiscal Year (FY) 2025/26 operating budget in the amount of $113,760

SUMMARY:

Funds from the Highway Safety Infrastructure Program (HSIP) for the Granada Drive Pedestrian Improvement Project, City Project TS-34 (Project) require reappropriation.

DISCUSSION:

HSIP funds were previously appropriated for the Project in FY 2024/25 and planned to be encumbered prior to the June 30, 2025 End of Year (EOY) date for the FY 2024/25 budget. Due to unexpected project delays, staff was unable to encumber funds by the June 30, 2025 cutoff period. As a result, staff is requesting that Council reallocate the same funds for FY 2025/26.

The amount budgeted in FY 2024/25, EOY expenses, and the final amount for reallocation are detailed below in Table 1. In addition to the amounts below, there is $187,906 in RSTP funding for this project that is already allocated in FY 2025/26.

Table 1: *Funding Breakdown*

Funding Source	FY 2024/25 Budgeted Amount	Amount Expended in FY 2024/25	Amount to be Reallocated to FY 2025/26
HSIP Funds	$113,760	$0	$113,760

FISCAL IMPACT:

The proposed action would increase the appropriations in the Highway Safety Infrastructure Program by $113,760. As the revenue source for these appropriations is a grant, the proposed amendment would have no impact on the General Fund.

ALTERNATIVES:

Council could reject the proposed budget amendment. If Council rejects the proposed budget amendment, the project would not have sufficient appropriation authority to be completed.

ATTACHMENTS:

1. Resolution
   Exhibit A: Budget Adjustment

Attachment 1

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE CITY'S FISCAL YEAR 2025/26 ADOPTED BUDGET IN THE AMOUNT OF $113,760

WHEREAS, the City Council previously adopted an Operating Budget for the 2024/25 Fiscal Year; and

WHEREAS, previously budgeted amounts from Fiscal Year 2024/25 were not expended prior to the close of the Fiscal Year; and require reallocation to Fiscal Year 2025/26; and

WHEREAS, the unexpended funds require reappropriation in Fiscal Year 2025/26; and

WHEREAS, a budget amendment has been prepared to reappropriate the required funding to Fiscal Year 2025/26.

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 budget amendment as shown in Exhibit A, attached hereto and incorporated herein, is approved.

3. A signed copy this Resolution shall be placed on file with 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

Budget Adjustment

Project TS-00034 Fiscal Year 2025/26

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	APPROPRIATED AS PART OF CONSTRUCTION APPROVAL (+)	(-)
41705080	4493		Grants		$ 113,760
41705080	7050		Construction/Infrastructure	$ 113,760	
			Totals	$ 113,760	$ 113,760

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-14

SUBJECT:

Acceptance of a grant award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program

RECOMMENDATION:

Adopt Resolutions:

1. Accepting the grant award in the amount of $115,000
2. Amending the City's 2025/26 Adopted Budget by $115,000 to reflect revenues and expenditures related to the grant

SUMMARY:

The State of California Office of Traffic Safety (OTS) sponsors several grant programs to improve the safety of the state's streets and highways. The City applied for assistance to address these issues in our community and has received official confirmation that our application was approved. Specifically, the OTS has awarded the Police Department (MPD) $115,000 to fund the anti-driving under the influence (DUI) program.

DISCUSSION:

OTS's Selective Traffic Enforcement Program (STEP) focuses on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, and other traffic laws. Education and enforcement are two critical components of collision reduction. The acceptance of the STEP grant will allow the MPD to bolster its enforcement and education efforts in all problem areas previously mentioned.

The grant award for $115,000 will allow the MPD to perform overtime operations related to DUI checkpoints and saturation patrols and traffic enforcement operations linked to distracted driving and primary collision factors. These comprehensive programs have a long-lasting impact

in reducing fatal and injury collisions. The grant provides funds to purchase two Lidar speed measuring devices, which use lasers instead of radio waves like radar devices. Lidar can more accurately target a specific vehicle in high-traffic areas to determine its speed. The grant will also fund expenses related to training personnel to better identify persons under the influence.

The City was previously awarded an OTS grant and successfully managed the award activities. Last year, Council accepted the STEP grant of $140,000. The higher award amount, compared to the proposed grant, was primarily due to the inclusion of funding for a DUI Checkpoint Supply Trailer, which remains in the procurement phase.

FINANCIAL IMPACT:

Acceptance of the STEP award does not impact the General Fund, but conversely, it provides $115,000 in funding to support our community's law enforcement services. It will assist in offsetting MPD's expenditures for the enforcement of persons driving under the influence and enforcement operations focusing on primary collision factors.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Resolution accepting the grant award and designating the City Manager as the Authorizing Official to execute all necessary documents
2. Resolution amending the Fiscal Year 2025/26 Adopted Budget by $115,000

   Exhibit A - Line-item breakdown of proposed budget amendments
3. Grant agreement from the Office of Traffic Safety

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IN THE AMOUNT OF $115,000 AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO ACCEPT THE GRANT AWARD

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council of the City supports the efforts of the Police Department to secure resources by the most efficient means possible; and

WHEREAS, the State of California Office of Traffic Safety has allocated $115,000 through the Selective Traffic Enforcement Program to the Police Department; and

WHEREAS, the grant funds will support traffic enforcement operations to mitigate impaired driving and primary collision factors.

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

1. The foregoing recitals are true and correct.
2. The grant award of $115,000 from the State of California Office of Traffic Safety is accepted.
3. The City Manager is designated as the Authorizing Official to accept the grant on the City's behalf and execute all related necessary documents related to the grant.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2025/2026 BUDGET

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of $115,000 from the State of California Office of Traffic Safety Selective Traffic Enforcement Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2025/2026 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
4. The resolution is effective immediately upon adoption.

****

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2025/26 BUDGET AMENDMENT FOR DUI ENFORCEMENT GRANT

FUND	ORG CODE	PROJECT	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS DUI ENFORCEMENT						
4790	47900000	26OTS	4458	DUI Enf & Awareness Grant		115,000
4790	47900000	26OTS	5100	Salaries/Overtime	105,350	
4790	47900000	26OTS	6518	Other Supplies	2,800	
4790	47900000	26OTS	6530	Conference Training & Education	1,850	
4790	47900000	26OTS	7000	Vehicles and Equipment	5,000	
				TOTALS	**115,000**	**115,000**

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Madera

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Madera Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $115,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Felix Gonzalez
TITLE: Lieutenant
EMAIL: fgonzalez@madera.gov
PHONE: (559) 675-4251
ADDRESS: 330 South C Street
Madera, CA 93638

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Arnoldo Rodriguez
TITLE: City Manager
EMAIL: arodriguez@madera.gov
PHONE: (559) 661-5402
ADDRESS: 205 W Fourth Street
Madera, CA 93637

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Mike Lima
TITLE: Director of Financial Services
EMAIL: mlima@madera.gov
PHONE: 559-661-5453
ADDRESS: 205 West 4th Street
Madera, CA 93637

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: GM14DSJ51PR1 REGISTERED ADDRESS: 205 West 4th Street CITY: Madera ZIP+4: 93637-3527

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	$10,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	$25,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	$80,000.00
				AGREEMENT TOTAL		**$115,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$115,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$115,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of Madera is located in the central valley of the state and our primary industry is agriculture, which equates to a lot of drivers. The city has several major thoroughfares, but two of the largest are Highway 99 and State Route 145 which traverse through the city. These two highways give Madera an influx of commuter and tourist traffic, in addition to the daily traffic. Madera PD's opportunity to receive funds from OTS will provide the entire city to have access to safer roadways through their commitment to additional enforcement, equipment, and publicity. The crash data shows that the crashes are occurring across the entire city and they have seen an increase in right of way violations, injury speed crash, and fatal crashes.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
The Madera Police Department investigated 736 crashes in the 2024 calendar year, which is a 10% increase from the previous year. There were two fatal crashes, however alcohol was not involved, which is a decrease from the previous year. Nearly 80 crashes occurred with injuries or fatalities involving 04 people of which 13% were alcohol involved.

Other crashes were attributed to unsafe speed, failing to yield to pedestrians, right of way violations, and unsafe turning. Another rather new phenomenon the City is experiencing are ebike crashes, with a higher population utilizing these bikes as transportation. While the number of crashes that have occurred in the City of Madera have decreased this past year from previous years, the Police Department still has much more work to be done.

The City of Madera has seen a mix of positive and concerning trends in traffic safety over the past year. On one hand, the decrease in fatal crashes and alcohol-related incidents is promising, but overall crashes and the rise of ebike-related crashes point to some emerging challenges. The award of this grant will greatly help with these challenges and hopefully lead to a continued decrease in fatalities and crashes.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The entire population of the City of Madera is the target, as there is a widespread issue in Madera involving multiple groups of road users—drivers, e-bike riders, and pedestrians.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.

16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	10
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	3
7. Send law enforcement personnel to SFST Instructor training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	12
9. Conduct DUI Saturation Patrol operation(s).	12
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	5
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Participate in highly visible collaborative DUI Enforcement operations.	1
15. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.

- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDL-26	20.616	Distracted Driving Laws	$10,000.00
402PT-26	20.600	State and Community Highway Safety	$25,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$80,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$3,500.00	12	$42,000.00
DUI Saturation Patrols	164AL-26	$2,750.00	12	$33,000.00
Collaborative DUI Enforcement	164AL-26	$2,200.00	1	$2,200.00
Traffic Enforcement	402PT-26	$1,350.00	5	$6,750.00
Pedestrian and Bicycle Enforcement	402PT-26	$1,800.00	3	$5,400.00
Street Racing and Sideshow Enforcement Operations	402PT-26	$3,000.00	2	$6,000.00
Distracted Driving Enforcement	405e DDL-26	$2,000.00	5	$10,000.00
Category Sub-Total				$105,350.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$1,850.00	1	$1,850.00
				$0.00
Category Sub-Total				$1,850.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$2,800.00	1	$2,800.00
Lidar Device	402PT-26	$2,500.00	2	$5,000.00
Category Sub-Total				$7,800.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$115,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under. The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

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 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 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest 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 the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

California Office of Traffic Safety Grant Program Manual

For Federal Fiscal Year 2024

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

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COMMONLY USED TERMS & ACRONYMS

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

ADA	Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
Annual Grant Application	Annual grant application means the document that the State submits each fiscal year as its application for highway safety grants (and amends as necessary), which provides any necessary updates to the State's most recent triennial HSP, identifies all projects the State will implement during the fiscal year to achieve its highway safety performance targets, describes how the State has adjusted its countermeasure strategy for programming funds based on the annual report, and includes the application for grants under Sections 405 and 1906.
ARIDE	Advanced Roadside Impaired Driving Enforcement - Training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol, or a combination of both.
Authorizing Official, Grant Director, and Fiscal Official	Agency officials within a government or public entity who have the authority to obligate the agency to a grant agreement. The individuals are responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements.
Budget	Broad grouping of expenses such as personnel costs, supplies, and equipment.
Buy America Act	Prohibits states or subrecipient from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and manufactured products, unless they are produced in the U.S., under $5,000.00, or a waver is granted by the Secretary of Transportation. (23 U.S.C. 313)
CalSTA	California State Transportation Agency

Caltrans	California Department of Transportation
CFDA	Catalog of Federal Domestic Assistance - Provides a listing of all federal programs available to state and local governments; federally recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals.
CFR	Code of Federal Regulations - A listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies.
CHP	California Highway Patrol
CPS	Child Passenger Safety
DD	Distracted Driving
DOF	California Department of Finance
DOJ	California Department of Justice
DRE	Drug Recognition Expert - A police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol.
DUI	Driving Under the Influence
DUID	Driving Under the Influence of Drugs
EB Method	Empirical Bayesian Ranking Method - Used by researchers and statisticians to group and give varying weights to many different factors. The OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more accurate ranking.
EMS	Emergency Medical Services
Employee Time Certification	Used to certify that 100% of an employee's time is federally grant funded (Form OTS-26)

Equipment	Non-expendable - Tangible, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more that is used only for traffic safety purposes.
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value.
Equipment Re-Certification Report	Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition.
FARS	Fatality Analysis Reporting System. Nationwide census providing yearly public data regarding fatal injuries suffered in motor vehicle traffic crashes. A database, created by NHTSA, of fatal traffic crashes from 1975 through present within the 50 States, the District of Columbia, and Puerto Rico. The database is updated annually and contains detailed information for crashes that result in at least one fatality.
Fair Market Value (VFM)	Is the price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. (IRS Publication 561)
FFATA	Federal Funding Accountability and Transparency Act - Requires subrecipients to annually report each action that obligates $25,000 or more in federal funds.
FHWA	Federal Highway Administration
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records. Is responsible for ensuring costs are in accordance with the agency's standard policies and procedures and records are maintained.
GEMS	Grant Electronic Management System. The OTS on-line application and grant award system.
Grant	Federal fiscal funding awarded by the OTS to a government or public entity to address a specific behavioral highway safety issue.
Grantee	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "subrecipient."

Grant Agreement	Binding document between the OTS and a government or public entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds.
Grant Claim Invoice	Expenditures incurred in support of approved grant activities that a subrecipient may submit for reimbursement.
Grant Director	The individual responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. Is responsible for day-to-day operations of the grant.
Grants Made Easy (GME)	Templates designed to facilitate ease of preparing and submitting a grant application.
Grant Revision	A change to a grant agreement that is necessary to enhance its operational efficiency.
GPR	Grant Performance Review – A review of the subrecipient grant activities, progress in meeting goals and objectives, and financial records for compliance with federal rules.
Host Agency	A government or public entity that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor.
HVE Grant	High Visibility Enforcement is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. An HVE grant is awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law.
LEL	Law Enforcement Liaison – An individual employed by OTS who provides law enforcement expertise to the OTS and its subrecipients for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as contacts for local, county, and state law enforcement officials, the OTS, and the Regional Office of the National Highway Traffic Safety Administration.

NHTSA	National Highway Traffic Safety Administration - The federal agency responsible for administering the national highway traffic safety grant programs funded by federal legislation.
Non-Profit	A non-governmental entity registered as a 501(c)(3) with the California Secretary of State.
OP	Occupant Protection
Other Direct Costs	Any grant item or service costing less than $5,000 per unit.
OTS	California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues.
OTS Rankings	Office of Traffic Safety Rankings - Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
PAR	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs.
Performance Measures	The goals and objectives that describe what the subrecipient will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
PI&E	Public Information & Education - Includes educational and promotional materials, advertising, and public relations activities.
Pre-Operational Review	A meeting held during the first 90 days after the start of the OTS grant to review the grant program manual and grant requirements.
Primary Contact	Main point of contact for the grantee (subrecipient) during the duration of the grant agreement.
Program Area Review team	The OTS Program Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert.

Program Coordinator	The OTS staff member responsible for the effective administration of grants and statewide highway safety programs.
PSA	Public Service Announcement - Public interest messages designed to raise awareness and change public attitudes and behavior towards a social issue. May be disseminated by the media for free or a fee (paid media).
QPR	Quarterly Performance Report - Prepared by the subrecipient describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant.
SAM	System for Award Management- A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information.
SD/SO	Sheriff's Department/Sheriff's Office
SFST	Standardized Field Sobriety Testing - Composed of three physical exercises used by enforcement officials during a DUI detection investigation to assist in determining impairment in suspected DUI subjects.
Sole Source	Purchases or contracts awarded through a non-competitive process.
STEP	Selective Traffic Enforcement Program - Intensive enforcement of a specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity.
Subrecipients	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "grantee."
Subrecipient General Costs of Government	Reduction in subrecipient funds for an existing activity specifically because federal funds become available or are expected to be available to fund that same activity.
Source Documentation	Any documentation required by the OTS and/or NHTSA to support grant activities.

SWITRS	Statewide Integrated Traffic Records System - Database used by the CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria.
Time Sheet	Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime).
TIMS	Transportation Injury Mapping System – Developed by the UC Berkeley Safe Transportation Research and Education Center (SafeTREC) to geocode and map the statewide crashes in an efficient and simple manner.
Title VI Assessment	Form completed by the subrecipient to ensure compliance with federal statutes and regulations relating to non-discrimination.
Triennial Highway Safety Plan (3HSP)	The document that the State submits once every three fiscal years documenting its highway safety program, including the State's highway safety planning process and problem identification, public participation and engagement, performance plan, countermeasure strategy for programming funds, and performance report. Outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the federal fiscal year (October 1 – September 30).
TSRP	Traffic Safety Resource Prosecutor - Typically current prosecutors who provide training, education, and technical support to traffic crimes prosecutors and law enforcement personnel throughout the state.
TR	Traffic Records
TRIP	Traffic Records Improvement Project
Vertical Prosecution	A method of prosecution that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

HIGHWAY SAFETY PROGRAM

The Office of Traffic Safety (OTS), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

> ***Vision*** **- "Everyone traveling on California roadways will go safely"**
>
> ***Mission*** *- Effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.*

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county, and local level. The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a "host" government or public entity (subrecipient) as a contractor.

DEVELOPMENT OF THE STATE HIGHWAY SAFETY PLAN

Problem Identification & Program Areas

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the Triennial Highway Safety Plan (3HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal years (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency

determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's 3HSP addresses NHTSA's priority program areas and others including:

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

The 3HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. Federal regulations require that the three common performance measures (fatalities, serious injuries and fatality rate) in the 3HSP have identical performance targets with the Caltrans Highway Safety Improvement Program (HSIP). These common performance targets shall be based on a five-year rolling average (only). For more information contact OTS or visit our web page at www.ots.ca.gov/About Us.

Project Solicitation and Development

The annual project selection process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates held each December. The message also announces when grant application forms and instructions will be available on the Grants/Apply Now page of the OTS website.

The Regional Grant Application Workshops, facilitated by the OTS staff, may be constructed to generate interest in a particular program area identified in the 3HSP and/or to address questions about the grant application process.

Additionally, the OTS staff review crash data and encourages government or public entities (i.e., law enforcement agencies, public health, fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, and public emergency services providers) to apply for this grant funding opportunity or to attend a workshop.

All grant applications are due January 31. The table below details the grant application process timeline.

Annual Grant Cycle

Month	Activity
December	OTS announces upcoming grant application period OTS conducts grant workshops
January 31	Deadline to submit grant applications to OTS
February-May	OTS reviews and ranks grant applications
June	OTS submits grants to CalSTA for approval OTS notifies subrecipients of grant application status OTS holds pre-3HSP meeting with NHTSA (If applicable)
June - July	OTS holds pre-funding meetings with subrecipients (as needed) OTS develops draft grant agreements OTS submits 3HSP to NHTSA (If applicable)
July - September	OTS submits AGA to NHTSA OTS sends grant agreements to subrecipients for review & signatures
September	Signed grant agreements due to OTS
September 30	End of federal fiscal year
October 1	Federal fiscal year begins
October-December	OTS holds pre-operation meetings with subrecipients

Grant Eligibility

Before applying for a grant, all potential applicants should review the following list to ensure they meet eligibility requirements:

Are You Eligible for an OTS Grant?

The first step in obtaining grant funding is to determine if the project you want funded is eligible for Federal Funds administered by the OTS. Please review the information below before applying to see if your Agency and Program meet the funding criteria. Eligible applicants must meet the six criteria below:

1. Will you use the funds for one of the program areas listed below?

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

2. Can your organization pay project expenses, and then wait 90 days to be reimbursed?
   - Project expenses are reimbursed after the grantee pays for them.

3. Is your organization a government or public entity?
   - If you are a 501c (3) non-profit organization, you will need a government or public entity as your host agency. Please contact our office for more information.

4. Have you cleared the Single Audit?

5. Do you have a SAM number?

6. Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on CA roadways and be able to demonstrate using performance measures with one-year of funding?

If you are still unsure whether your project meets the criteria, contact our office for assistance at (916) 509-3030 or go to OTS Grants to start your application.

As criteria #3 indicates, the OTS cannot directly fund a 501(c)(3) non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a "host" government or public entity (subrecipient) as a "contractor." The host agency should include funding for the "contractor" under contractual services in its grant application. The host agency, however, will be required to follow their contracting procedures. Acceptance and funding of the application does not imply an agreement or requirement for a "sole source" contract. If the contractor will receive more than $150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to Non-Profits in the Grant Requirements section of this manual.)

Grant Types

Two types of grant applications are available – **General** grants and **Grants Made Easy** (GME). A qualifying government or public entity determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) and the OTS Rankings for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime crashes; and composite.

A government or public entity should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., DUI Court, EMS, Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Traffic Records Improvement Project, and Vertical Prosecution), a General grant may be customized.

Grant Application Process and Review

Application Submission

The online GEMS provides a paperless system for application entry, the OTS review, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted through GEMS **before 11:59 p.m. on January 31** of each year. Access to GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the OTS GEMS webpage for more guidance.

GEMS provides an application template for each grant type that conforms to federal requirements as outlined in the CFR Title 2 Subpart A Chapter II, Subpart C 200.211 including sections for:

- Agency Identification, specific information regarding the agency including the agency SAM number;
- Problem Statement that details problem to be solved;
- Supporting Statistical Data that thoroughly documents the problem;

- Proposed Solution, a discussion of what strategies will be taken to solve the problem (i.e., increased DUI enforcement, pedestrian education) and what resources it will leverage to implement the intervention;
- Goals & Objectives, both grant types call for goals and objectives that are specific, measurable, action-oriented, realistic, time-framed (SMART);
- Method of Procedure, includes a plan for daily managing of the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability);
- Evaluation, general and GME grant applications also outline media, data collection and reporting, evaluation, and administrative support requirements;
- Budget items and Budget Narrative, include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment ($5,000 or more per unit), and direct and indirect costs. Each category must be detailed by individual line items;
- Allows upload of supporting documents - While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council) and, if applicable, the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows for multiple entry so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. However, once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during its review process.

All applications successfully submitted on or before the January 31 deadline will receive the following automatically generated response via GEMS:

> "Thank you for submitting your Traffic Safety Application. Applications are being reviewed for possible incorporation into our Highway Safety Plan for the next Federal Fiscal Year.
>
> You will be notified when a decision has been reached concerning the status of your application. Thank you for your interest in traffic safety."

The status of the application is automatically updated to "Submitted".

Grant Application Review

Once the grant application period has closed, each application goes through an evaluation process. The application is assigned to a Program Area Review Team. The OTS Program Coordinators on the team review the application to determine if it:

- Will contribute to the California Traffic Safety Program;
- Is compatible with NHTSA and OTS grant funding policies;
- Falls under the OTS' funding priorities, includes best practices and is a Strategic Highway Safety Plan priority;
- Addresses a serious problem that's supported through comprehensive crash data analysis;
- Targets high-risk populations, high-risk behaviors, and high crash locations;
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Review Team collectively prioritizes the applications and presents their assessment to the Branch Chiefs. The final meeting to determine funding approval involves the Review Team, the Branch Chief, the Deputy Director, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for approval. All approved applications are included in the AGA, which is submitted on or before August 1 to NHTSA for review and approval.

Risk Assessment

The OTS is required by NHTSA, prior to making an award, to evaluate and document the risk for each entity selected for federal grant funding. The OTS will assess the applicant's risk of noncompliance with federal statutes (Single Audit Compliance & Federal Debarment), regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the agency's authorities, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

GRANT AGREEMENT & PRE-OPERATIONS MEETING

Following CalSTA review and approval of the OTS' 3HSP and funding recommendations, the OTS will notify the government or public entity via GEMS email of the status of their application. Successful applications are converted by the OTS in GEMS to a draft grant agreement and assigned a grant number.

Draft Grant Agreement

The OTS works with the subrecipient to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following documents:

- *Traffic Safety Grant Agreement, Page 1 and Page 2* summarizes the terms of the contract between the subrecipient and the OTS. The page includes the grant number, grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official of the applicant agency; the authorizing official and Accounting Officer contact from the OTS; the agency's SAM number; the budget funding data; NHTSA transparency reporting requirements; and the OTS fiscal approval signature.

- The *Grant Description Schedule A* outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All this information is taken directly from the original grant application and agency support letters.

- *Detailed Budget Estimate, Schedule B*, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Federal funding source information is provided to assist the agency with single audit compliance. Costs are divided into six categories which the government or public entity completed as applicable to its grant. (For more information on allowable costs, refer to *Direct Allowable Costs* in the Subrecipient Responsibilities & Procedures section of this manual.):

    - Personnel Costs – Includes all classifications applicable to the grant, the hourly rate (based on the method of compensation for that classification) and percentage applicable to

the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are included under personnel costs. Estimated costs for this category should be provided by the agencies financial official.

- Travel Expense – Includes the estimated cost of grant-related travel expenses (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the CalHR website.

- Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than a firm, agency, or individual names. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a "sole source" contact.

- Equipment – Includes the estimated cost of each equipment item that costs $5,000 per unit or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.
- Other Direct Costs – Details the estimated cost of any other allowable direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)

- Indirect Cost – Details costs incurred for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant

cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. For more information on indirect costs, refer to *Allowable Indirect Costs* in the Subrecipient Responsibilities & Procedures section of this manual.) Estimated costs for this category should be provided by the agencies fiscal official and supported by a current FFY Indirect Cost Rate approval letter from a federal agency.

- *Budget Narrative, Schedule B-1*, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:

  - Personnel Costs – Explains grant-related activities and/or responsibilities for personnel and provides itemized employee rates and benefits. (Since actual benefit costs differ for straight time and overtime hours, both rates are identified and itemized in their own benefit line.)

  - Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as General Costs of Government. If a grant includes funding for straight time personnel, the OTS requires that the subrecipient include the following statement:

  - "Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency."

  - Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient's established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the CalHR website.

  - Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail. For more information on contractual services, refer to *Contractual Services* in the *Grant Requirement* section, and

Financial Management in *Subrecipient Responsibilities & Procedures*, and also Contractual within the same section.

- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.

- Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on direct allowable costs, refer to the Subrecipient Responsibilities & Procedures section in this manual.)

- Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, *refer to Direct & Allowable* in the Subrecipient Responsibilities & Procedures section in this manual.)

- *Certifications & Assurances*, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in *Appendix A* in this manual.

Final Grant Agreement

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Program Coordinator e-mails a copy to the Primary Contact and Authorizing Official listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form (see Authorizing Officials in the Subrecipient Responsibilities section) to designate individuals who can represent the agency for grant activities. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant

until the authorizing Official receives notification from the OTS and it is on or after the effective grant start date.

Pre-Operational Review

The OTS conducts a pre-operational review with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Program Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant director are strongly encouraged to participate in the pre-operational review, if available. The OTS Program Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed by the OTS Program Coordinator in GEMS.

GRANT REQUIREMENTS

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for actual expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

Federal & State Regulations Governing the OTS Grants

The Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Guidance for Federal Awards, is the federal administrative regulation under which the OTS grants operate. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of

2CFR Part 200 and 2 CFR Part 1201 (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to Appendix B, General Terms and Conditions in this manual.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in 2 CFR Part 200.416 and Appendix VII (for state, local or tribal government), 2 CFR Parts 200.418 and 200.419 and 2 CFR Part 200 Appendix III (for educational institutions) and 2 CFR 414, and Appendix IV (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government or public entity?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of 2 CFR Part 200.318. Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the Monitoring section in this manual and *Audit* information provided below.)

Audits

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over $750,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies, 1996

Amendments, Public Law 104-156. Current code 2 CFR Subpart F - Audit, Part 200.501 describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the California State Controller's Office.

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the $750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Subpart F - Audit, Part 200.501, the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the Monitoring section in this manual)

Federal Funding Accountability & Transparency Act

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires the OTS to report each action (sub-award and executive compensation) that obligates $25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than $300,000.

Procurement Standards (Competitive & Sole Source)

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable state laws as well as federal laws and standards outlined in 2 CFR Part 200.318. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the California State Administrative Manual and the California State Contracting Manual. Three competitive bids should be secured for each purchase or service.

Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All exceptions must follow state guidelines.

Buy America Act - 23 USC 313
Prohibits states and their subrecipients from using highway grant funds to purchase products over $5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

The Buy America Act is also contained within Appendix A - Certifications and Assurances for Highway Safety Grants, which become a part of a signed grant agreement.

Contractual Services

Subrecipients may use consultants and contractors, secured through a competitive bid or proposal as previously described in the Procurement Standards in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient should not enter into a contract until the grant agreement is signed and authorized by the OTS, and effective after the grant start date. The subrecipient is responsible for verifying contractor eligibility by checking the System for Awards Management website or adding a self-certification clause or condition to the contract (see Certification Regarding Debarment and Suspension included in Appendix A of this manual).

The subrecipient is responsible for managing all contracts issued using the OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.

- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation* in the *Direct Allowable Cost & Source Documents* section in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

Non-Profits

Contractual agreements with 501(c)(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than $150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Traffic Enforcement Agencies

A subrecipient's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call, or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

Institutions of Higher Education

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in Appendix B.

Limitation of Liability

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS'

nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

SUBRECIPIENT RESPONSIBILITIES & PROCEDURES

When a government or public entity accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government or public entity designated Subrecipient Authorizing Official will be notified in writing of any changes via email and/or mail.

It is critical that the agency officials carefully review the federal regulations outlined in 2 CFR Part 200 and 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual. The Governor is the responsible official for the administration of California's highway safety program through the OTS (which has adequate powers and is equipped and organized to carry out the program) and must assure compliance with applicable statues and regulations. By accepting federal highway safety funds, the government or public entity or subrecipient is also bound by these certifications and assurances.

Authorizing Official

The Authorizing Official has contract binding authority. Once the grant agreement is finalized by the OTS, the Authorizing Official will receive from GEMS an alternate signature/GEMS user authority email. The attached GEMS User Authority form (OTS-55) allows the official to delegate up to five (5) authorized users. The form is submitted to OTS via email. Retain the original form in the agencies official grant file. All individuals listed on this form and will be able to log in to GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

Grant Director

The Grant Director (i.e., police chief, police sergeant, traffic engineer) is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the agreement as well as all applicable statutes and regulations. He/she is responsible for meeting work schedules, maintaining costs within the approved

budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The Grant Director must be available for periodic operational reviews with the OTS Program Coordinator.

Fiscal or Accounting Official

In addition to the Grant Director, the subrecipient must also identify the Fiscal or Accounting Official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The Fiscal Official should also carefully review the federal regulations outlined in 2 CFR Part 200 and 2 CFR Part 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual.

Change Authorized Officials or Delegation

Contact the OTS for changes to the Agency officials listed on Page 1 of the grant agreement, submit an email detailing the change. The OTS will provide further instruction by email. Resubmit the OTS-55, should changes occur to those listed on that document.

Financial Management

The subrecipient must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the Fiscal Official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a grant file (hard copy, electronic, or both) maintained by the subrecipient's Fiscal Official or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards, authorization, financial obligations, unobligated balances, assets, expenditures, and, if applicable, income (contact OTS for additional reporting requirements).

It should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain records that sufficiently detail the procurement history for all purchases. At minimum, these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to Audit section and the *Monitoring* section of this manual.)

Fraud Prevention

A subrecipient must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS Program Coordinator. The OTS Program Coordinator will notify the OTS management, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

Safeguarding Personal Information

A subrecipient must take reasonable measures to safeguard protected personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

Direct Allowable Costs & Source Documents

The OTS uses the cost principles outlined in 2 CFR Part 200 Subpart E and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. *(*For more information, refer to Federal & State Regulations in the Grants Requirement section in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a direct cost, direct allocation (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or allowable indirect cost (costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs (i.e., office supplies, educational materials). For more information on allowable costs for federal grant funded programs, consult the NHTSA Highway Safety Grants Program Resources Guide website. Supplemental information and clarification regarding allowable and unallowable costs are published in the NHTSA memorandum titled "Use of NHTSA Highway Safety Grant Funds for Certain Purchases".

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include only direct compensation of wages and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for

the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements.

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Source Documentation:

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact Personnel Activity Report (PAR). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee.

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the Employee Time Certification form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who

has firsthand knowledge of the worked performed by the employee. Both of these forms will be provided by the OTS Program Coordinator during the Pre-Operational Meeting.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. The travel should occur prior to the claim submission for reimbursement.

If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, the State Travel Policies apply.

Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the Budget (Schedule B) and the Budget Narrative (Schedule B-1) of the grant agreement.

Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

Source Documentation:

- Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- Conference or seminar expenses must be supported by an event agenda.
- For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information.
- For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the subrecipient, requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

Source Documentation:

- Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement.
- Payments must be supported by itemized invoices and made in accordance with the terms of the agreement.
- The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

Equipment

Equipment is any non-expendable, tangible personal property costing $5,000 or more with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts).

All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the Buy America Act, in this manual. Additional guidance is available from the OTS Program Coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft;
- Provisions for replacement due to circumstances other than normal wear and tear;
- Maintenance procedures to ensure good working condition; and
- Complete records (detailed below).

For information on equipment monitoring, refer to the *Monitoring* Section in this manual. Equipment disposition is discussed in the Grant Close Out section of this manual.

Source Documentation:
Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the subrecipient requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers;
- Federal funding source (FAIN number);
- Acquisition date and total cost including federal share;
- Source and title holder;
- Location, condition; and
- Disposition data including date of disposal and sale price.

Other Direct Costs

This includes any other **supplies** or **services** (i.e., educational materials, DUI checkpoint supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than $5,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

The subrecipient should contact their OTS Program Coordinator for guidance on allowable supplies and services and refer to the Public Information & Education Section of this manual for information concerning the inclusion of logos on materials. All items purchased with grant funds, over $5,000, must comply with the Buy America Act.

Source Documentation:

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Allowable Indirect Costs

Allowable indirect cost rates are reimbursed as defined in 2 CFR Appendix E Part 414 . Indirect costs are those costs incurred for common or joint purposes (i.e. telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

A non-profit that does not have an approved indirect cost rate may elect to charge a de minims rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in Appendix IV of 2 CFR Part 200, Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the federal government must negotiate a rate with the OTS as outlined in 2 CFR 200.331(a)(4). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in 2 CFR 200.414(c)(1).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Unallowable Costs for Selected Items

The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact the OTS Program Coordinator for guidance regarding the other costs not discussed previously or below in this manual.

Construction & Facilities

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp

Equipment

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

Training

- Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported

Program Administration

- General Costs of Government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity
- Promotional items (i.e., key chains, pencils, mugs)
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient

- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Grant Revisions

A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Program Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact the OTS Program Coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

CLAIMS PREPARATION & REIMBURSEMENT

Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

Quarter	Time Period	Due Date
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

An invoice showing "zero net" must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the Grant Reports section, *Quarterly Performance Reports* in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include costs incurred during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

Subrecipients access Claims from the Grant Agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Personnel Costs, enter the claimed hourly rate and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit and/or the Grant Performance Review (For more information, refer to *Grant Performance Review* in the Monitoring Section of this manual.)

Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social

security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

Travel Costs, enter the pertinent travel information and claimed costs, if applicable in accordance with the Subrecipient Responsibilities section, *Travel*. Upload source documentation organized by in-state and out-of-state travel for each individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the Budget of the agreement.

Contractual Services, enter the claimed contractual services amount by line item in the GEMS Grant Claim Invoice Screen including entry into sub-budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractor's name.

Equipment, enter the claimed amount, if applicable. GEMS will require completion of the Equipment Report as part of the claim. GEMS automatically creates the first Recertification record with a Recertification due date that is 2 years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: "Charge is for California Sales Tax that will be paid to the California Department of Tax and Fee Administration (CDTFA)," amount of sales tax for each item, and date tax is paid to BOE. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs, enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The authorized user or subrecipient must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

GRANT REPORTS

Quarterly Performance Report (QPR)

Subrecipients must submit Quarterly Performance Reports (QPR) through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual Performance Report* that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's crash records.

The QPR must be input into GEMS no later than 30 days following the end of the quarter on the following dates:

Quarter	Time Period	Due Date
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS Program Coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- An **overview**, that includes a brief list of all activities (including significant media) and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

- An **equipment overview** for any equipment (costing $5,000 or more) being purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid) or a justification or reason if the purchase was delayed.
- A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable **updated objective data points** for the quarter.
- **Documents** illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

Supporting information may be uploaded into GEMS.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant total grant accomplishments and challenges (highlight significant items from the objective data points), the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and provide an explanation if not completed.

Grant Close Out

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the Primary Contact and Authorizing Official that serves as a reminder of the grant end date and includes information to assist the subrecipient prepare the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

Equipment Disposal

At the end of or anytime during the grant, **prior to disposal**, a subrecipient must notify the OTS of any **disposition of grant equipment,** unless the value has been certified to be under $5,000 and at the end of its useful life. The subrecipient must submit a letter or email requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement.

MONITORING

Federal and state grant management rules require that the OTS staff maintain regular contact via telephone/virtual calls, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new subrecipient, indications of problems, previous GPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

Grant Performance Review

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Program Coordinators conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

The OTS may schedule a telephone, virtual, or onsite review at an agreed upon time with the subrecipient in advance, and the OTS Program Coordinator will provide information to the subrecipient to help the staff prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR, the OTS Program Coordinator completes the GPR in GEMS noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be

conducted by the California Department of Finance. (For more information, refer to *Audits* in the Grant Requirement section in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

Equipment

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report as described in the Subrecipient Responsibilities, Equipment section, but also includes a description of the method used for determining current fair market value, whether the fair market value is more or less than $5,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with 2 CFR Part 200.313 and 23 CFR 1200.31(d), and that the OTS will be contacted immediately after discovery of any grant equipment loss.

Beginning with 2018 FFY grants, equipment purchases were documented in GEMS. The Equipment Recertification Report will also be completed in GEMS. A reminder letter or email will be sent through GEMS to the subrecipient to ensure compliance.

PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written approval from the OTS Public Information Officer in order to use any OTS logo. Subrecipients should

allow sufficient time for approval; they should contact their OTS Program Coordinator for assistance.

Subrecipients should also advise vendors that all materials used in production of public outreach materials (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio) paid for with grant funds are the property of the subrecipient and the OTS. The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

> *Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.*

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

> *This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.*

Advertising & Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved press release template(s) available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to pio@ots.ca.gov at least seven days in advance of the announcement or event and copy the appropriate OTS Program Coordinator.

A subrecipient must coordinate media and kick-off events with their OTS Program Coordinator and notify OTS 21 days in advance of any traffic safety event considered highly publicized or anticipated media coverage.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in

the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact their OTS Program Coordinator for more information on paid advertising.

Copyrights/Trademarks

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

WITHHOLDING, DISALLOWANCE, REDUCTION, TERMINATION AND/OR DENIAL OF GRANT FUNDS

The OTS Program Coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or objective data points; and failure to comply with the Single Audit Act requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the Authorizing Official will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the stated penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

Termination Requested by the Subrecipient

Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the Authorizing Officials of the grant agreement.

DISPUTES/DISAGREEMENTS

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS Program Coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS Program Coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the Program Coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps.

APPENDIX A - CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 and 41 U.S.C. Sec. 1906, Pub. L. 109-59, as Amended By Sec. 25024, PUB. L. 117-58)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

Each fiscal year the State of California must sign a *Certifications and Assurances* document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Annual Grant Application in support of the State's application for Sections 1906, 402, and 405 grants. Requirements that also apply to subrecipients are noted below.

Failure to comply with applicable Federal statutes, regulations, and directives may subject Subrecipients Agency officials to civil or criminal penalties and/or place the State in a high-risk subrecipients status in accordance with 2 CFR Part 200.205 - 200.207.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Subrecipient's Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

General Requirements:

- 23 U.S.C. Chapter 4 – Highway Safety Act of1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, PUB. L. 117-58
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- 2 CFR Part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION
(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- ***28 CFR 50.3*** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**,(29 U.S.C. 794 et seq), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209) (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252). The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally- funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131- 12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Part 37 and Part 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** ((requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)); (70 FR 74087-74100).
- ***Executive Order 13985**, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- ***Executive Order 13988**, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all

programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23 (b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Applies to subrecipients as well as States)

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 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 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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 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.

RESTRICTION ON STATE LOBBYING
(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/).*

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest 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 the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

APPENDIX B – MANDATORY DISCLOSURES

2 CFR Part 200.113 and Appendix XII

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

   Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

   During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

   For purposes of this award term and condition:

   a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
   b. b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
   c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

      (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
      (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX C – LAW ENFORCEMENT AGENCIES

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(Applies to subrecipients as well as States)

The State and each subrecipients will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists. Public Law 129 - 1510, SEC. 4007

RACIAL PROFILING

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

VEHICLE PURSUITS

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

USE OF FUNDS

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer's presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

APPENDIX D – GENERAL TERMS & CONDITIONS, STATE CERTIFICATIONS

(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

Federal certifications and assurances are included in Appendix A of this *Grants Management Ma*nual. The following laws apply to persons or entities doing business with the State of California.

1. **Administrative Support and Statement of Intent**

   This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

2. **Air or Water Pollution Violation**

   Under the State laws, the subrecipient or contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. **Amendment**

   No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: DGS Standard Agreement "General Terms and Conditions,"). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

4. Americans With Disabilities Act.

Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

5. Antitrust Claims

The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

a. The Government Code chapter on antitrust claims contains the following definitions:

(1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. (Reference: GC §4550)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Chapter1 Part 15 [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) 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 purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: GC §4552)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

expenses incurred in obtaining that portion of the recovery. (Reference: GC§4553)

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: GC§4554)

6. Approval

This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained. (Reference: California Department of General Services (DGS) Standard Agreement "General Terms and Conditions,")

7. Assignment

This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement "General Terms and Conditions".

8. Audits and Access to Records

Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § 8546.7, Public Contract Code (PCC § 10115 et seq., California Code of Regulations (CCR Title 2, §1131.2).

9. Availability of Funds

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal

highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: SCM, Vol. 1, 3.11.) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

10. Byrd Anti-Lobbying Amendment (31 USC 1352)

Subrecipients 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 USC 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.

11. Child Support Compliance Act

"For any grant agreement in excess of $100,000, the subrecipient acknowledges in accordance with Public Contract Code (PCC § 7110), that:

a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California

Employment Development Department." (Reference: DGS Standard Agreement "General Terms and Conditions,")

12. Clean Air Act and the Federal Water Pollution Control Act

(33 USC 1251 et seq.), as amended**.** Grants of amounts in excess of $100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Compensation

The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement "General Terms and Conditions")

14. Competition

No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: PCC § 10340)

15. Conflict of Interest

Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410)

a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411)

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. (PCC 10420)

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

16. Contracts

Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

(1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and 2 CFR Part 200.

CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor or subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

(2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

17. Contractor Certification Clauses:

The *Contractor Certification Clauses* contained in the Department General Services document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

18. Contractor (Independent)

Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "General Terms and Conditions")

19. Convict/Forced Labor

No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: PCC § 6108)

20. Copyrights (41 CFR 105-71.134)

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:(a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support. (Reference: 41 CFR 105-71.134)

21. Corporate Qualifications to Do Business in California

When agreements are to be performed in the State by corporations, the authorizing agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling or verifying on the website of the Office of the Secretary of State.

22. Davis-Bacon Act, as amended (40 USC 3142)

When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 3142) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

23. Disadvantaged Business Enterprise/Small Business Affirmative Steps

Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 CFR Section 26.5, and labor surplus area firms are used when possible. Affirmative steps shall include:

a. Placing qualified DBEs and small businesses on solicitation lists.
b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: 2 CFR 200.321)

24. Disclosure Requirements

a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.

b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports. (Reference: GC § 7550)

25. Disputes.

Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "General Terms and Conditions,")

26. Document Retention and Access

The subrecipient certifies that it will comply with the retention and access requirements for records established by 2 CFR Subpart D - 200.334-200.338. The required records and documentation relating to the grant and/or sub-contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 200.334. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

27. Domestic Partners

For agreements over $100,000 executed or amended after January 1, 2007, the subrecipient certifies that it is in compliance with Public Contract Code section 10295.3

28. Drug-Free Workplace Requirements:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

29. Energy Efficiency

It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

30. Equal Employment Opportunity

All grant agreements shall contain a provision requiring compliance with E.O. 11246, and E.O. 11375"Equal Employment Opportunity," as amended by E.O. 11478, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

31. Equipment

Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference 23 CFR 1200.31)

32. Expatriate Corporations

Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

33. Financial Management System

The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200 Subpart D - 200.303.

34. Gender Identity:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.35.

35. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "General Terms and Conditions,")

36. Indemnification

Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "General Terms and Conditions,").

37. Intangible Property

a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

b. Subrecipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."

c. The federal government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

d. Freedom of Information Act

(1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 USC 552(a)(4)(A)).

(2) The following definitions apply for purposes of paragraph (d) of this section:

(i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

(ii) Published is defined as either when:

(A) Research findings are published in a peer-reviewed scientific of technical journal; or

(B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 2 CFR Subpart D - 200.315.

38. Labor Code/Workers' Compensation

Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. (Labor Code Section 3700)

39. Limited English Proficiency

The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

40. Logos

The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

41. Loss Leader

If this subrecipient agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (BPC 17130). (Reference: PCC § 10344(e)

42. Progress Schedule

Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars ($5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: PCC § 10371(c))

43. Progress Payments

Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: PCC § 10346)

44. National Labor Relations Board Certification

Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

45. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (Cal. Code Regs., Title 2, §11105)

46. Non-Duplication of Grant Funding

The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

47. Non-Enforcement Supplanting Avoidance

Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant- funded position.

48. Priority Hiring Considerations

For agreements in excess of $200,000, the subrecipient, in accordance with the California Public Contracting Code § 10353, shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under WIC Chapter2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in Section 10105. (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b)."

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
b. Require the subrecipient to hire an unqualified recipient of aid.
c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
d. Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code. (Reference: PCC § 10353)

49. Recycling Certification

The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

50. Resolution

Upon request, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the grant agreement.

51. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 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.

52. Single Audit Act Certification

The OTS is the agency responsible for administering California's' federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal

working hours the work product of any independent auditor in support of their audit.

The subrecipient certifies that it will comply with the Single Audit Act of 1984 (31 U.S.C. Chapter 75 - 7501-7506 et seq.), as amended, which requires the following:

a. State or local governments that receive $750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (2 CFR Subpart F - 200.501).
b. State or local governments that receive less than $750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Subrecipient agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or grant cancellation.

53. Solicitation

No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

54. Statement of Compliance

Subrecipient has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 11102 and 11103). (Not applicable to public entities.)

55. Subrecipient/Contractor Name Change

An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

56. Sweat Free Code of Conduct

All subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

57. Termination for Cause

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided. (Reference: DGS Standard Agreement "General Terms and Conditions")

58. Termination without Cause

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: State Contracting Manual, Chapter 9.12).

59. Timeliness

Time is of the essence in this subrecipient agreement (Reference: DGS Standard Agreement "General Terms and Conditions,").

60. Unenforceable Provision

In the event that any provision of this subrecipients agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "General Terms and Conditions")

Institutions of Higher Education

The Department of General Services requirements for universities contained within the document, UTC-220 University Terms and Conditions (Effective 2/20), are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

1. **Subcontracts**. Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

   Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

   The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound the applicable certifications of the grant agreement and 2 CFR Subpart F Appendix II and 2 CFR Subpart E 200.451whichever is applicable.

   OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification**. The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

   In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

APPENDIX E – DOCUMENT EXAMPLES

Personnel Activity Report (PAR)

State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

Agency: **Grant Number:** **Grant Period:**

Employee Name: **Position Title** **OTS Hours:**

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date **Supervisor Signature/Date**

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date **Supervisor Signature/Date**

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date **Supervisor Signature/Date**

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State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

A PAR is an employee-maintained log which accounts for 100 percent of the employee's time. The form is used to identify effort spent on multiple programs/federal funds.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program/federal fund.
- Account for the total activity by program/federal fund for which each employee is compensated (whether grant related or not).
- Must be prepared at least monthly and coincide with one or more pay periods, and
- Must be signed by the employee and his/her supervisor monthly.

INSTRUCTIONS -

1. Enter the name of Agency, Grant Number, Grant Period, Employee Name, Position Title, and OTS Hours.
2. Enter the name of the Month/Year Reporting.
3. OTS Hours - Enter actual hours worked on the OTS grant by Fund.
4. Other - Enter the actual hours worked on other programs. Account for the total hours by program/federal fund. Each funding source should be on a separate line entry.
5. Employee and Supervisor are required to sign and date by month. Please ensure that every employee has a PAR signed for every month worked during the grant year.
6. Retain all PARs in agency grant file. Submit to OTS upon request.

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Employee Time Certification

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY
Employee Time Certification Form (Grantees/Subgrantees)
OTS-26

Grantees and subgrantees receiving 100 percent of funding from the Office of Traffic Safety (OTS) for personnel services must complete certifications stating that the employee(s) worked solely on that program for the period covered by the certification. The certification must be prepared at least semi-annually and must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: October 1 **To:** March 31

EMPLOYEE SIGNATURE _____ _____
Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ _____
**Do not sign prior to March 31st* Date

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: April 1 **To:** September 30

EMPLOYEE SIGNATURE _____ _____
Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ _____
**Do not sign prior to September 30th* Date

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State of California – Office of Traffic Safety
OTS-55 Grant Electronic Management System (GEMS) Access - Exhibit C

INSTRUCTIONS FOR UPDATING GEMS USERS

1. Select the box to indicate if a current GEMS user needs access removed or a current contact needs access added. To add a new user/contact complete the last section of the form. There is also an option of adding/removing a user/contact as a media contact.
2. Each agency is allowed a total of **FIVE (5) GEMS Users**.
3. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
4. The Grant Director, Authorizing Official, or the Fiscal Official of the grant agreement **must sign this form**.
5. Email completed forms to your grant coordinator, **Mikaela Knowles**, at **mikaela.knowles@ots.ca.gov**.

Grant Details	**Date: July 15, 2025**
Grant Number:	PT26039
Agency Name:	Madera Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$115,000.00
Authorizing Official:	Arnoldo Rodriguez
Fiscal Official:	Mike Lima
Grant Director:	Felix Gonzalez

Current GEMS User(s)

1. Josiah Arnold
Title: Lieutenant
Phone: 559-675-4221
Email: jarnold@madera.gov
Remove Access: ☐
Media Contact: No ☐ Add

2. Shawn Bushey
Title: Sergeant
Phone: 559-675-4287
Email: sbushey@madera.gov
Remove Access: ☐
Media Contact: No ☐ Add

3. Brent Cederquist
Title: Corporal
Phone: (559) 675-4245
Email: brentcederquist@madera.gov
Remove Access: ☐
Media Contact: Yes ☐ Remove

4. Felix Gonzalez
Title: Lieutenant
Phone: (559) 675-4251
Email: fgonzalez@madera.gov
Remove Access: ☐
Media Contact: Yes ☐ Remove

Complete the below information if adding a new GEMS user(s)

Add GEMS User

Add as a media contact?
☐ Yes ☐ No

Name	Job Title
Email address	Phone number

Add GEMS User

Add as a media contact?
☐ Yes ☐ No

Name	Job Title
Email address	Phone number

Add GEMS User

Add as a media contact?
☐ Yes ☐ No

Name	Job Title
Email address	Phone number

As a signatory (Grant Director, Authorizing Official, or Fiscal Official) I hereby authorize the listed individual(s) to represent and have GEMS user access

Signature	**Date**
Name	Title

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-15

SUBJECT:

Motorola Service Provider Agreement Renewal

RECOMMENDATION:

Adopt a Resolution authorizing and approving an amendment to the City of Madera Fiscal Year 2025/2026 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 May 7, 2025, 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 from November 1, 2024, until its expiration on June 30, 2025. 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.

The anticipated cost of renewing this agreement was included in the development of the current fiscal year budget. However, delays on Motorola's part in executing and processing an invoice for the previous contract resulted in those costs being carried into the current fiscal year. Consequently, the funds originally allocated for the renewal were used to satisfy the prior year's obligation. To address this, staff is requesting a budget amendment to authorize the additional funds necessary to support the renewal. This amendment is critical to ensure the continued delivery of essential technical services and to maintain the integrity and reliability of the City's communication systems. It is important to note that in Fiscal Year 2024/25, $55,000 was budgeted for the prior year contract but remained unused due to these delays and was subsequently returned to the General Fund fund balance.

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 three separate contracts, as each represents a distinct and specialized service. These include the following which are further discussed below:

1. Implementation and System Upgrade
2. Annual Service and Maintenance
3. Annual Service and Maintenance

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

The City participates in a biennial system upgrade through Motorola to support and maintain critical communications infrastructure. This upgrade ensures that dispatch and radio systems remain current with the latest software enhancements, security patches, and performance improvements.

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 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.

It should be noted that the City also contracts with Motorola for:

- VESTA 911 system
- Body-camera maintenance
- Body-camera redaction software
- Citywide camera software, and
- Automatic License Plate Reader software

These systems have separate agreements from the agreement contemplated in this report.

FINANCIAL IMPACT:

It is important to provide additional context regarding the use of current-year funds to cover the previous agreement, which spanned from November 1, 2024 to June 30, 2024.

- The City and Motorola engaged in contract pricing negotiations over several months and ultimately reached an agreement in late April.
- The finalized contract was presented to the City Council on May 7, 2025, and subsequently executed.
- Following execution, Motorola informed the City that an upgrade to the Verint system would need to be removed from the scope of work due to scheduling constraints. As a result, the finalized agreement, excluding the Verint upgrade, was not executed by the City until late June and by Motorola in early July.
- Because the agreement was not completed before the close of the 2024/2025 fiscal year, staff was unable to encumber funds from that budget cycle. Funds from the FY 2024/2025 budget remained unspent and were returned to the General Fund. Therefore, current year funds were necessary to cover the associated costs.

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, the prior year's agreement was executed using current fiscal year funds. Additionally, the renewal cost was slightly underestimated, as final pricing from Motorola was not received until the previous agreement was fully executed. Final execution of the prior year's agreement occurred after the current year budget was adopted. 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, actual cost of the previous agreement, and the cost of the proposed agreement, highlighting the variance between the three figures.

Table 1: *Breakdown of Motorola Agreements*

Item	*Budgeted in FY 2025/26 (current budget)*	*Previous Contract approved by Council on May 7, 2025, for FY 2024/25 but paid using funds from FY 2025/26* [1]	*Proposed Contract (this item)*
Annual Service Agreement	$52,000	$35,009.11	$51,441.21
System Upgrade/Implementation	$48,000	$33,357.12	$52,537.48
Verint Support/Upgrade	$10,000	$6,666.67	$10,611.31
Total	**$110,000**	**$80,032.90**	**$114,590**
Unused funds from FY 2025/26		$29,967.10	
Requested Budget Amendment: (plus the use of the remaining $29,967.10 for a total of $114,590)			**$84,622.90**

[1] As part of the FY 2024/25 Budget, Council approved $55,000 for this item. Due to contract negotiations with Motorola, an invoice was not processed timely thus funds allocated in FY 2024/25 were not used and the full amount of $55,000 was unspent. At the end of the Fiscal Year, any remaining funds that originate from the General Fund are returned to the General Fund.

Following the execution of last year's agreement, a remaining balance of $29,967.10 is available to help offset the cost of the current renewal. Despite this, there is still an overall shortfall of $84,622.90. Staff is requesting Council authorization to utilize General Fund balance to cover this funding gap.

It should be noted that in Fiscal Year 2024/25, $55,000 was budgeted in the General Fund for the prior year contract but remained unused due to delays and was subsequently returned to the General Fund balance.

ALTERNATIVES:

The Council may elect not 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 2025/2026 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 May 7, 2025, 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 agreement was executed using current fiscal year funds, resulting in a remaining balance of $29,967.10; and

WHEREAS, additional funding is required to address the budget shortfall and proceed with the renewal agreement; and

WHEREAS, the amendment to the City of Madera Fiscal Year 2025/2026 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 2025/26 operating budget in the amount of $84,623 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 2025/26 BUDGET APPROPRIATION FOR A MOTOROLA SERVICE AGREEMENT RENEWAL

FUND	ORG CODE	OBJECT CODE	PROJECT	DESCRIPTION	(+)	(-)
GENERAL FUND						
1020	10202000	4900		Budgetary Carryover	84,623	
1020	10202000	6417		Software Costs		7,278
1020	10202000	6440		Contracted Services		77,345
				TOTALS	**84,623**	**84,623**

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-3147655
Contract Number: USC000853575
Contract Modifier: R05-JULY-2025

Date:06/18/2025

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-Jul-2025
Contract End Date :	30-Jun-2026
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	$51,441.21
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$29,446.92
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$23,090.56
	SVC02SVC0446A	VERINT SUPPORT & MAINTENANCE	$10,611.31

Subtotal - Recurring Services	$9,549.17	$114,590.00
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$114,590.00

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

(1) Master Site, (1) Dispatch and (2) RF Sites

*Verint Logger-Verint Services Commercial Best Effort Until Upgrade/Replacement in 2026
*Does not include Verint Upgrade in 2026 Budgetary Cost of: $59,113.53

**Optional Verint SUA (System Upgrade Agreement) after 2026 Upgrade/ Replacement as mentioned above:
Year 1: $12,291.53
Year 2: $12,660.28
Year 3: $13,040.08
Year 4: $13,431.30
Year 5: $13,834.23

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-3147655
Contract Number: USC000853575
Contract Modifier: R05-JULY-2025

Quote Expiration Date: 07-01-2025

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

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	06-23-2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Ian Castro	408-531-5275	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	MADERA, CITY OF
Contract Number :	USC000853575
Contract Modifier :	R05-JULY-2025
Contract Start Date :	01-Jul-2025
Contract End Date :	30-Jun-2026

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-3147655
Contract Number: USC000853575
Contract Modifier: R05-JULY-2025

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.

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-3147655
Contract Number: USC000853575
Contract Modifier: R05-JULY-2025

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

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Quote Number : QUOTE-3147655
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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. 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.

500 W Monroe Street
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Quote Number : QUOTE-3147655
Contract Number: USC000853575
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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.

17.4 Failure to exercise any will not operate as a waiver of that right, power, or privelage.

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 WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

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.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : QUOTE-3147655
Contract Number: USC000853575
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Cybersecurity Online Terms Acknowledgement

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

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

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

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

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

Revised Sept 03, 2022

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-16

SUBJECT:

Motorola VESTA 911 Agreement Renewal

RECOMMENDATION:

Adopt a Resolution authorizing an agreement renewal with Motorola Solutions, Inc. for the service and maintenance of the Madera Police Department's (MPD) VESTA 911 equipment and authorizing an amendment to the City of Madera Fiscal Year 2025/2026 Adopted Budget to appropriate $84,943 to cover the cost of the agreement renewal

SUMMARY:

The City is responsible for maintaining and operating vital communication infrastructure that supports emergency response capabilities. A key component of this infrastructure is the VESTA 911 system, which enables MPD's phone systems to receive and manage all 911 calls placed within the City's jurisdiction. This system was originally procured from Motorola Solutions, Inc. (Motorola) and is currently supported through a service agreement with the vendor. The existing agreement is set to expire in September 2025. The action contemplated herein would extend the current agreement for an additional two years.

DISCUSSION:

The VESTA 911 system was originally procured from Motorola in 2020 and has been maintained through a service agreement with the vendor. This agreement ensures the system receives timely updates, troubleshooting, and technical support, thereby preserving its reliability and functionality for emergency response.

The California Office of Emergency Services (Cal OES) manages statewide contracts with vendors such as Motorola for various 911 systems. Cal OES negotiates pricing, terms, and conditions on behalf of local emergency service agencies and covers the cost of 911 systems through either direct payment to the vendor or reimbursement to the agency. When the City originally acquired

the VESTA 911 system, it entered into a Master Purchase Agreement (MPA) with Motorola. This agreement allowed Cal OES to issue direct payments to Motorola on the City's behalf. However, the MPA expired in 2022, and although there is no requirement for the City to renew the agreement, it now must pay system costs upfront and seek reimbursement from Cal OES.

The current service agreement with Motorola is set to expire in September 2025. To avoid any disruption in service and ensure continued support for the VESTA 911 system, staff recommends approving a two-year extension of the agreement at a total cost of $84,943. This extension will enable the City to maintain consistent emergency communication services while continuing to receive comprehensive technical support from Motorola.

FINANCIAL IMPACT:

The proposed extension will initially require an upfront payment from the City's Police Measure K Unassigned, as the City must remit payment to Motorola prior to receiving reimbursement from Cal OES. While Cal OES has committed to reimbursing these costs, the City must temporarily absorb the financial impact.

Cal OES had been engaged in contract negotiations with vendors for approximately six months and finalized pricing in late July. Due to the timing of these negotiations, the City did not have access to the final cost information during the FY 2025/2026 budget development process and was therefore unable to include the expense in the adopted budget. As such, the action under consideration includes approval of the service agreement extension and authorization of a corresponding budget amendment, utilizing the anticipated reimbursement from Cal OES to fund the agreement.

ALTERNATIVES:

The City Council (Council) may choose not to authorize the proposed extension of the service agreement, which would jeopardize the City's ability to receive and manage 911 calls. Alternatively, Council may consider modifying the term of the extension, such as approving a shorter duration. Furthermore, the Council may direct staff to return at a later date with further information before taking formal action.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Motorola Service Agreement Renewal
    b. Exhibit B: Budget Amendment
2. Original Scope of Work

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AN AGREEMENT RENEWAL WITH MOTOROLA SOLUTIONS, INC. FOR THE SERVICE AND MAINTENANCE OF THE MADERA POLICE DEPARTMENT'S VESTA 911 EQUIPMENT AND AUTHORIZING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2025/2026 ADOPTED BUDGET TO APPROPRIATE $84,943 TO COVER THE COST OF THE AGREEMENT RENEWAL

WHEREAS, the City purchased VESTA 911 from Motorola Solutions, Inc. (Motorola) to receive and manage all 911 calls made within the City's jurisdiction; and

WHEREAS, the City has maintained a service agreement with Motorola for the VESTA 911 system that expires in September 2025 and both parties wish to extend the agreement an additional two years at a total cost of $84,943; and

WHEREAS, the City must pay for the agreement renewal upfront; however, the State of California Office of Emergency Services (Cal OES) will reimburse the total cost associated with the agreement renewal; and

WHEREAS, additional funding is required to proceed with the agreement renewal; and

WHEREAS, the amendment to the City of Madera Fiscal Year 2025/2026 Adopted Budget, listed in Exhibit B, 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. The Motorola service agreement renewal, in the amount of $84,943, attached as Exhibit A and incorporated herein, is approved.

3. The City Manager is authorized to execute the agreement on behalf of the City.

4. Funds shall be appropriated in the Fiscal Year 2025/26 operating budget in the amount of $84,943 in the Police Measure K – Police Department Contracted Services object to fund the execution of the agreement renewal.

5. 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.

6. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

MOTOROLA SOLUTIONS

MADERA PD CA - RENEWAL PROPOSAL 2025

JULY 23, 2025

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2025 Motorola Solutions, Inc. All rights reserved.

PRICING MSI4051834

DATES – 9/28/2025-9/27/2027

Part Number	Description	Price
LSV06S03790A	VESTA 911 SRVC PKG - 2 YEARS - RENEWAL	$84,942.24
	GRAND TOTAL	**$84,942.24**

Quote is valid for 60 days from the date on this proposal. Customer is to provide payment within 30 days of this signed agreement.

TERMS & CONDITIONS

The Customer's signature below or issuing a purchase order constitutes its agreement to purchase the renewal according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solution Contract number USC000212937 and all terms and conditions of the Purchase Agreement apply to the services offered with this quote and the provision of such services if this quote is accepted and ordered by Customer.

Please reference on your PO the following:

Sales Quote Number	MSI4051834

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

Madera PD, CA

BY:_____

NAME:_____

TITLE:_____

DATE:_____

MOTOROLA SOLUTIONS, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BILL TO ADDRESS (Name, Address, Phone)	**SHIP TO ADDRESS (Name, Address, Phone)**
FINAL DESTINATION ADDRESS (Name, Address, Phone)	

EXHIBIT B

CITY OF MADERA FISCAL YEAR 2025/26 BUDGET APPROPRIATION FOR A MOTOROLA VESTA 911 SERVICE AGREEMENT RENEWAL

FUND	ORG CODE	OBJECT CODE	PROJECT	DESCRIPTION	(+)	(-)
POLICE MEASURE K						
1025	10252000	4659		Refunds and Reimbursements		84,943
1025	10252000	6440		Contracted Services	84,943	
				TOTALS	**84,943**	**84,943**

State of California, California 9-1-1 Emergency Communications Office (9-1-1 Office)
COMMITMENT TO FUND 9-1-1 EQUIPMENT AND SERVICES
TD-288 (Rev. 12/06)

This Form To Be Completed By The State 9-1-1 Office Only			
Public Agency:	**Madera Police Department**	**Contractor Name:**	**Motorola**
Address:	330 South "C" Street	Mailing Address:	P.O.Box 9007
City, State, Zip:	Madera, CA 93638	City, State, Zip	Temecula, CA 92589
PSAP Manager:	Tanya Riviere	Representative:	Shannon Hickey
E-mail Address:	triviere@cityofmadera.com	E-Mail Address:	Shannon.hickey@motorola.c
Phone Number:	559-675-4221	Phone Number:	(415) 516-9145
Fax Number:	559-674-0756	Fax Number:	

Type of Funding Request:

(X) 9-1-1 Equipment	( ) 9-1-1 Network	( ) Training
( ) 9-1-1 Education	( ) County Coordinator Expense	( ) 7-Digit Phone Lines
( ) Maintenance	Other:()	

Description of Equipment and Services to be funded: Motorola to provide & install 5 position VESTA 911 turn key call taking system including maintenance for years 2-5 in accordance with the SOW & quote under Contract # 4151-6.

Purchase/Service Information: Include equipment or service description, quantity, part number, unit cost, installation cost, monthly cost, tax and total cost. Attach contractors quote or PSAP purchase order, where applicable.

Description	Quantity	Service/ Eqmt. ID#	Unit Cost	Installation	Monthly Cost	Total Recurring Cost	Total Non-Recurring Cost
5 Position VESTA 911	1		114,571.80			-	114,571.80
Implementation	1			49,225.00		-	49,225.00
						-	-
						-	
Maint. Year 2	12				1,831.40	21,976.80	-
Maint. Year 3	12				1,831.40	21,976.80	-
Maint. Year 4	12				1,831.40	21,976.80	-
Maint. Year 5	12				1,831.40	21,976.80	-
						-	
						-	-
					Subtotal	87,907.20	163,796.80
					Tax and Surcharge	9,452.17	
					TOTAL APPROVED	**$261,156.17**	

TD-288 expiration date: N/A **Fiscal Year:** 2019/2020
All invoices shall refer to tracking number: 20890 **Account Name:** 2003/702.08

The State of California's monetary obligation under this agreement in subsequent fiscal years is subject to, and contingent upon, availability of funds in the State Emergency Telephone Account. Please be advised that this commitment to fund does not constitute a binding purchase order agreement.

RECOMMENDED FOR APPROVAL BY	Telephone Number	APPROVED BY	Date
YVONNE WINN	916-657-9470	ANDREW MATTSON	2/25/20

Scanned to Fiscal & PSAP 2/27/20

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV. 7/2003)

CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
4151-6	20890	
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE: 02/21/2020	PAGE OF PAGE

SHIP TO
Madera PD
330 South C Street
Madera, CA 93638
Tanya Riviere

BILL TO
Governor's Office of Emergency Services, GC927
CA 9-1-1 Emergency Communications Branch
601 Sequoia Pacific Blvd
Sacramento, CA, 95811-0231

AGENCY BILLING CODE

PURCHASING AUTHORITY NUMBER

LEVERAGED PROCUREMENT AGREEMENT NO.

TO SUPPLIER ADDRESS *(Type or Print Legibly)*
Motorola
P.O. Box 9007
Temecula, CA 92589
Shannon Hickey

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER

AGENCY OR BUYER INFORMATION

AGENCY TRACKING/REQUISITION NUMBER *(Optional)*

AGENCY NAME

CONTACT NAME

CONTACT E-MAIL ADDRESS

CONTACT PHONE NUMBER

CONTACT FAX NUMBER

SUPPLIER CONTACT NAME	SUPPLIER PHONE NUMBER	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS

PAYMENT TERMS: Direct Pay | CERTIFICATION NUMBER | ☐ Certified Small Business ☐ Certified Microbusiness | EXPIRATION DATE | ☐ Certified DVBE | EXPIRATION DATE

REQUIRED DELIVERY DATE | SHIPPING INSTRUCTIONS | ☐ F.O.B. Destination FRT. PPD ☐ F.O.B. Destination FRT. PPD/ADD Freight not to exceed cost stated on P.O. ☐ F.O.B. ORIGIN | CITY OF ORIGIN | STATE | ZIP CODE

ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE or PRODUCT CODE or SERVICES ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	UNIT PRICE	EXTENSION TOTAL
	1				(5) Position Turnkey Customer Premise Equipment	114,571.80	114,571.80
	1				Implementation	49,255.00	49,255.00
	48				Maintenance years 2-5 / $1,831.40 x 48 months	1,831.40	87,907.20
	1				Tax	9,452.17	9,452.17
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

TERMS AND CONDITIONS

A-1 ☐ General Provisions are incorporated herein by reference to:
☐ Form GSPD - 401Non-IT Commodities (revision date _____) OR ☐ Form GSPD - 401IT (revision date _____)
☐ ATTACHED OR ☐ Published at website: www.dgs.ca.gov/pd

A-2 ☐ This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.

B ☐ Agency Special Provisions are attached and titled _____.

C ☐ Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.

PROCUREMENT METHOD ☐ COMPETITIVE: Solicitation Number *(if applicable)* _____
☐ LEVERAGED ☐ DVBE / SMALL BUSINESS [GC 14838.5(a)] ☐ NON-COMPETITIVELY BID ☐ EXEMPT

TAXABLE SUBTOTAL	261,156.17
TAX RATE 0.000% / SALES TAX	0.00
* INSTALLATION	
* SHIPPING/ FREIGHT	
* OTHER NON-TAXABLE	
GRAND TOTAL	261,156.17

*** NOTE: If there are variable charges for Installation, Shipping or Freight, or Other Non-Taxable Services, detail per line item and enter total here.**

PROGRAM / CATEGORY *(Code and Title)* | FUND TITLE | VERIFIED NO STATE SURPLUS AVAILABLE ☐ YES ☐ NO | PAID BY CAL-CARD ☐ YES ☐ NO

ITEM | CHAPTER | STATUTE | FISCAL YEAR | OBJECT OF EXPENDITURE (CODE AND TITLE) ☐ O.E. ☐ EQ.

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME *(Print or Type)*: Tanya Riviere
TITLE: Supervisor
AUTHORIZING SIGNATURE: Tanya Riviere

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER		
ADJUSTMENT INCREASING ENCUMBRANCES		
ADJUSTMENT DECREASING ENCUMBRANCES		

CERTIFIED CORRECT (SIGNATURE)

DISTRIBUTION: Copy 1 - Supplier; Copy 2 - DGS Procurement; Copy 3 - Packing Slip; Copies 4-6 - Agency Procurement File

MOTOROLA SOLUTIONS

Madera Police Department - CA

VESTA 911

Quote Date: 2/5/2020
Quote No : DIR76906E
Site No : 102879

VESTA 911						
Hardware/Software						$114,571.80
Implementation Services						$49,225.00
Five Years Maintenance						$87,907.00
					Sales Tax 8.25%* $	9,452.17
					Grand Total $	261,156.17
	Year 2	Year 3	Year 4	Year 5		
Monthly	$ 1,831.40	$ 1,831.40	$ 1,831.40	$ 1,831.40		
Annual	$ 21,976.80	$ 21,976.80	$ 21,976.80	$ 21,976.80		

*Note: Sales Tax is an estimate for quoting purposes. Values may vary at the time of order entry

TK # [redacted]
20890

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City of Madera Police Department
VESTA 9-1-1 System

In Partnership with

Vesta Solutions, Incorporated

Scope of Work
For
Madera PD
5 Position Customer Premise Equipment Turnkey
9-1-1 Call Processing System
February 5, 2020

Contract Number 4151-6
Quote Number DIR76906E

20890
TR # 28329

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Appendices

The purpose of this Statement of Work (SOW) is to clarify the responsibilities of Vesta Solutions Inc., (Contractor), a Motorola Solutions Inc. company, a California corporation having its principal office at 42505 Rio Nedo, Temecula, CA 92590, and the City of Madera Police Department (Agency) with respect to the scope of work, deliverables, and terms and conditions of the project described herein which is to provide a turnkey 9-1-1 call processing system. This SOW shall be subject to the terms and conditions of the Master Purchase Agreement dated 8-21-18 by and between Vesta Solutions, Inc. and Cal OES. In the event there is a conflict between the terms and conditions of this Statement of Work and the Master Purchase Agreement, the Statement of Work shall take precedence. All exhibits, appendices and attachments hereto are incorporated herein by reference.

The Agency will be using the State of California 9-1-1 Systems and Services Master Purchase Agreements (MPA) contract to purchase a turnkey Customer Premise Equipment (CPE), installation, training and maintenance services. This Statement of Work (SOW) does not restate the mandatory requirements from the MPA. Instead, this SOW is built upon the MPA contract that binds the contractor to meet all the mandatory requirements in the MPA and provides essential information relative to the Agency's business need.

1.0 Overview

a. VSI will provide a turnkey 9-1-1 call processing system. VSI will install, configure, train Madera personnel and make operable the VESTA 911 call answering system sold to Madera. This system will consist of five (5) Call Taking positions, servers, networking gear, training, field installation, remote monitoring, software support and first tier maintenance field engineering.

b. **Equipment List**

Workstation – total of Five (5)
Each VESTA 911 position will be delivered with the following workstation hardware:

- Hewlett-Packard Elite Mini 705/G4 o This will include a 5-year extended warranty on the hardware, including 24x7 support
- The HP EliteDesk 705 G4 Mini PC

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- AMD Ryzen5 Pro 2400G 4C 65W APU Processor
- 500GB 7200 RPM 2.5" Hard Drive
- 8GB (1x8GB) DDR4 2666 SODIMM Memory
- Weight – 6 Lbs
- Dimensions - (WxDxH): 6.9 x 7.0 x 1.3
- Windows 10 - Workstations

Peripheral Equipment - Position

Each VESTA 911 position will be provisioned with the following peripheral hardware:

- 24 Inch Monitor (Black)
- One (1) Genovation 24-key programmable keypad including one (1) 25' cable

Backroom Server Equipment - System

The VESTA 911 system as a whole will be provided with:

- Two (2) DL380 G10 Servers
- VMWare ESXI v6.0 U2
- Windows Server 2012
- CentOS 4.9
- CentOS 6.5

Peripheral Equipment - System

The VESTA 911 system as a whole will be provided with:

- One (1) 56 Kbps external modem package
- One (1) CCINC Alarm Panel
- One (2) 60 E Security Firewall
- One (1) 19 Inch Equipment Rack
- One (1) KVM 2-Port Switch and cables
- One (1) 19 Inch Rack Mount Bracket for Arbitrator

Software

- VESTA 911– VSI will implement the most current version of SW including all VSI-tested and –approved Hot Fixes and Service Packs.
- Five (5) VESTA 911 7.x per Seat

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- Five (5) VESTA 911 7.x Instant Recall Recorder (IRR) Licenses, Docs, Media

Services

- Two (2) VESTA 911 7.x Server Configuration Services
- One (1) VPN Configuration Service
- Workstation Configuration services will take place in Temecula, CA prior to shipping
- Primary Field Engineering
- Primary Project Management

Network Hardware Elements

- Switches:
  - Two (2) 24-Port 2960 Plus LAN Switches

c. Existing Equipment to be reused

- NTP Compliant Time source
- UPS

d. PSAP Provided Equipment-None e. Nothing has been specifically excluded

2.0 Design

a. System Overview

See Diagram below and interface to Long Term recorder will be IP

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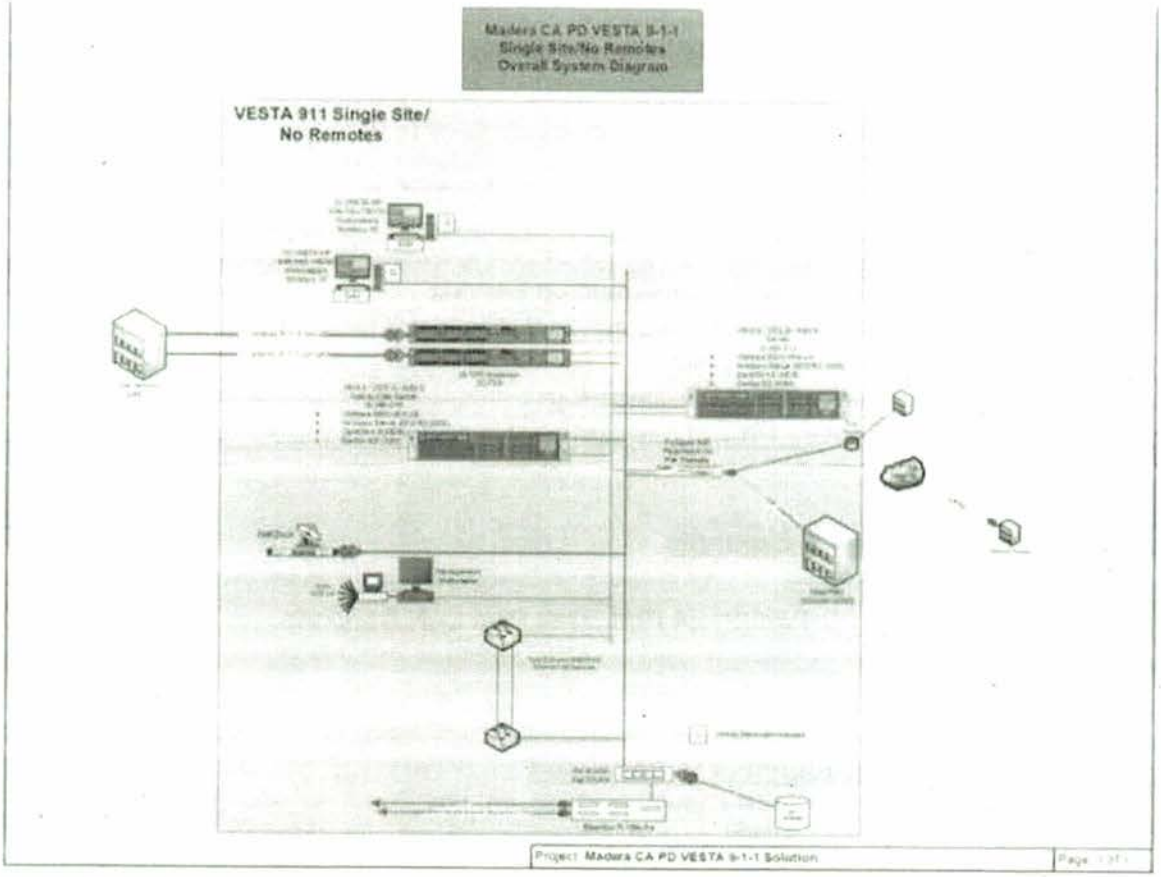

b. Network Elements

- See Diagram above
- Three 911 Trunks
- Quantity seven 10 Digit Emergency & admin lines provided via SIP interface to City PBX
- No Ring-down lines

c. System Programming

- Project kick-off meeting and design review will occur with Madera and a Post Sales Configuration Document will be produced that describes how the system will be configured.
- The system will be assembled, configured and software loaded at VSI factory and shipped to customer site
- Once onsite VSI field engineers will install hardware components, attach and test network components and interfaces

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- Ongoing maintenance will be done via remote monitoring, application software releases, OS Patch management and FE site visits

d. Integration Requirements

- CAD-NENA Compliant serial output to CAD system
- Radio-Headset interface via Sound Arbitration Module (SAM)
- Clock-IP interface to the existing time source

e. Building Modifications-None

3.0 SOW Change Requests

a. SOW change requests should be addressed to Fred Miller, Senior Regional Account Manager NG911. Most changes Fred can approve or make and he will escalate in the VSI organization as necessary.

4.0 Acceptance Testing

a. VSI will use the System Acceptance and Authorization Checklist and will be consistent with Contract Requirements.
b. Moves, Adds & Changes (MAC)-PSAP designees will be trained and empowered to make many changes to the system. Any MACs requiring Contractor involvement can be communicated via 800 number, email to Tech Support or Account Manager or by contacting the FE assigned to the site.

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5.0 Responsible Parties and Contact information

Contractor:

Shannon Hickey
Senior Regional Account Manager NG 911
P.O. Box 9007
Temecula, CA 92589-9007
Shannon.hickey@motorolasolutions.com
415-516-9145

Madera PD:

Tanya Riviere | Police Office Supervisor
Madera Police Department | Communications & Records
330 South C Street, Madera, CA 93638 p. (559)
675.4226 | c. (559) 395.5215 triviere@madera.gov

911 Branch:

Yvonne Winn 9-1-1 Advisor
CA Governor's Office of Emergency Services
9-1-1 Branch Emergency Communications Branch
601 Sequoia Pacific Blvd
Sacramento, CA 95811
Direct (916) 657-9470
Main (916) 657-9369
yvonne.winn@caloes.ca.gov

6.0 Responsibilities

a. Contractor's

- Assign a Project Manager

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- Perform a Site Survey to ensure all facilities are ready for the implementation phase of the project.

- Configure and make operable the VESTA 911 7.x system as documented in the As-Built documentation created from the mutually agreed upon Post Sales Document.

- Verify the TCP/IP Network.

- Perform Router and Switch Configuration (on VSI provided routers).

- Perform Firewall Configuration.

- Installation and configuration of Managed Services.

- Perform a Site Verification Checklist that displays the system is functioning as designed.

- Resolve Technical Issues in a timely manner.

- Provide end user and administration training

- Cut the sites into production.

- Provide 24 hours of post cut support onsite.

b. Madera Police Department

- Work with the appropriate Project managers to develop a site implementation strategy.

- Participate in project kick-off meeting and design review

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- Receive shipment from VSI and inventory the equipment.

- Provide, in a timely manner, information, data, records, and documents, and make such decisions as may be reasonably requested by VSI to perform under this Agreement.

- Supply accurate and complete data to VSI.

- Provide appropriate schedule notification and facility availability for VSI on-site services.

- Provide sufficient power and grounding as required for the proper operation of the 9-1-1 equipment and systems.

- Use reasonable efforts to provide supporting information to aid in the resolution of problems discovered during implementation of the design.

- Participate in the Site Verification Checklist activity with the VSI FE.

- Participate in post cut support with VSI FE.

c. CA 9-1-1 Branch

 Work with Madera PD and VSI to process paperwork and provide oversight

7.0 Revised PSAP Profile

 This will be provided shortly after project kick-off meeting

8.0 Installation Schedule

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a. Key Dates

- Funding approval anticipated about March 20, 2020
- Project Kick-off Meeting about March 25, 2020
- Equipment on site on or about May 8, 2020
- Installation completed on or about June 12, 2020
- Testing & Training week of June 15, 2020
- Cutover morning of June 22, 2020

a. Other Dates

- Equipment order by VSI roughly March 30, 2020
- Equipment delivery date roughly May 8, 2020
- Site readiness by PSAP date roughly May 8, 2020
- Programming Freeze date-Other than IP schema which will be locked down by March 25, 2020 there is no freeze date
- Beginning installation date roughly May 12, 2020
- System in service date roughly June 22, 2020
- System Acceptance roughly July 21, 2020

VSI and Madera shall jointly perform a Site Verification Checklist prior to cutting the VESTA 911 system into production. The Site Verification Checklist is designed to display the functionality of the VESTA 911 System as designed.

9.0 Warranty provisions

a. Acknowledged the terms of warranty provisions of the MPA. All components and services warranted for one year from date of system acceptance.

10.0 Maintenance Plan

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a. VSI is providing the full suite of system monitoring and response which includes Managed Services Monitoring and Response. This is remote monitoring of the system 24x7 by our Network Operations Center (NOC) will detect and react to system anomalies without user intervention. The majority of software issues will be addressed remotely.
b. VSI will provide application software fixes either in version releases or via corrective action depending on the nature of the problem. For the most part these will be done remotely.
c. VSI will adhere to the SLAs described in Section 1.16 of the Contract for remedial maintenance. Major outages response will begin when we are notified and remedied within 8 hours of notification and minor outages response will begin on notification and remedied within 48 hours of notification.
d. Minimal level of technical expertise that the maintenance technicians have is at least one year servicing or installing like systems.
e. Technical Support number 1-800-491-1734 24x7
f. Operating Systems and some third party applications software upgrades are not covered by the maintenance agreement. VSI will address these needs and resolution on a case by case basis and in accordance with the State Contract.

11.0 Training

a. VSI will provide training to each telecommunicator by an experienced instructor on the VESTA 911 application. PSAP Management will be provided with system administration training in addition to telecommunicator training that includes adding users, setting up speed dials, and changing phone numbers in the speed dials. There is no training provided specifically for the City of Madera Police Department technical support staff.
b. All user manuals will be provided in electronic format
c. All technical service manuals will be provided in electronic format

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12.0 SOW Approval

To be signed by authorized PSAP representative to acknowledge concurrence with the content of the SOW. This Statement of Work shall be effective upon issuance of the TD-288 by the State 9-1-1 Branch. The SOW is governed by the terms and conditions set forth in the State of California Agreement 4151-6 between the CalOES 911 Branch and Vesta Solutions, Inc.

VESTA Solutions, Inc	City of Madera Police Department
By:_____	By: Tonya Riviere
Print Name:_____	Print Name: Tonya Riviere
Title:_____	Title: Police Office Supervisor
Dated:_____	Dated: 02-07-2020

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13.0 Appendices

i. Site Certification Document-No building and/or environmental changes are required to accommodate the new system

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Appendix

ii. Floor Plan

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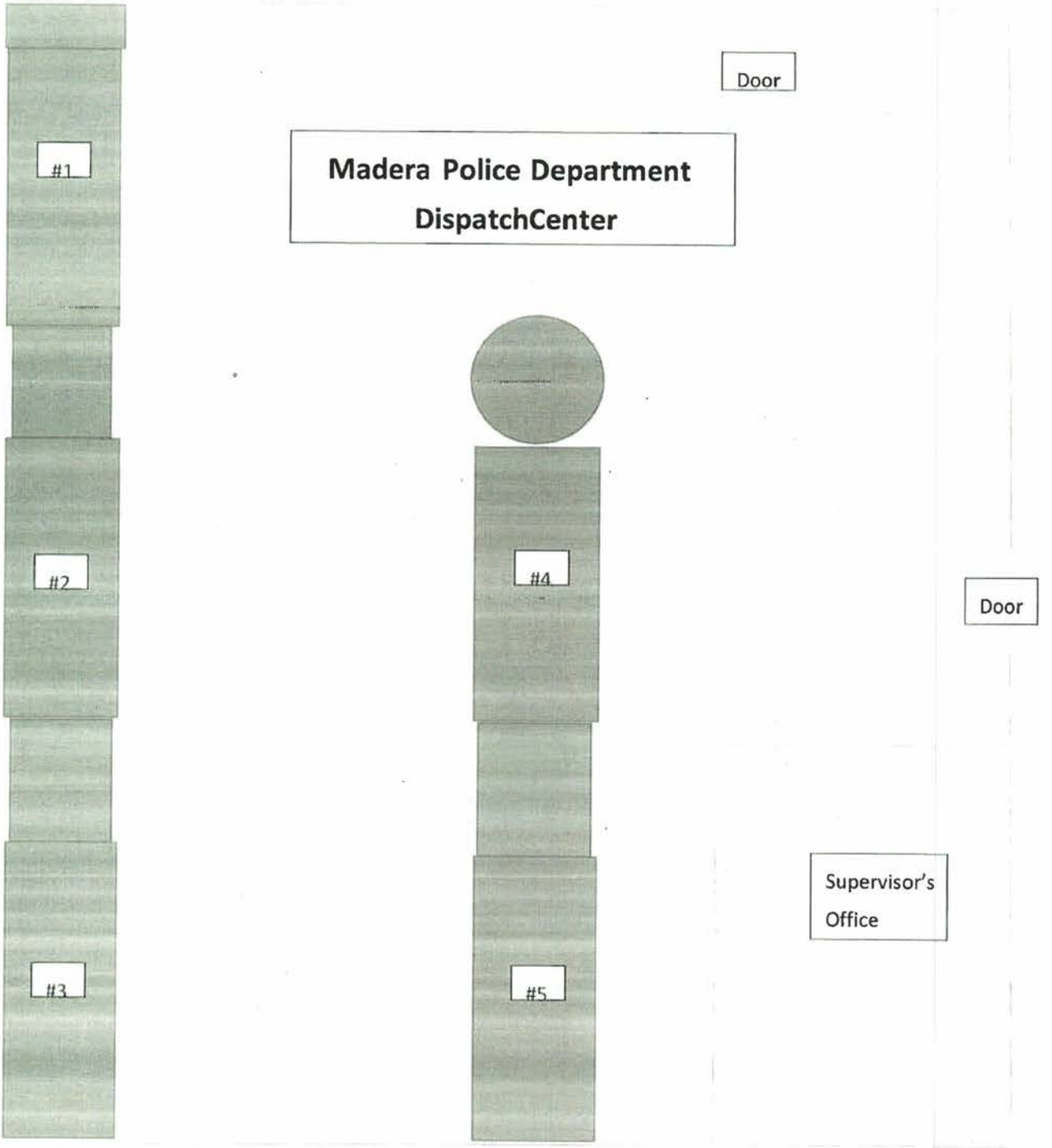

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Appendix D.

CHANGE ORDER REQUEST

Contractor Project _____

Change Request Form: Agency

Change Orders cannot be billed directly to the State without State approval The Agency will be billed and must submit a reimbursement request to the State.

Originator:
___ Change Request Definition:

To be completed by Project Manager

Impact to System Schedule:
Impact to Overall Project Schedule:

Change Order Price (If Applicable):
Change Request #:
Date:
System Affected:

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Appendix E.

AGENCY COMPLIANCE - SITE READINESS

Vesta Solutions

PSAP Name:

Contact Name:

Contact Telephone Number:

Contact e-mail address

Agency Compliance - Site Readiness Checklist

This Section meets the State contract requirement for Vesta Solutions to provide a Site Readiness Checklist to the Agency. A site survey has been made and site modifications to meet the requirements for equipment installation were identified and provided to the Agency. The following site modifications have been identified during the site survey and are required to be remedied by the Agency allowing for Vesta Solutions to begin the installation of the new VESTA 9-1-1 Solution and Services.

Authorized *Contractor Representative* certifies modifications complete.

By:_____ Date: _____

Authorized *Contractor Representative* Date

Appendix F.

AGENCY ACCEPTANCE TEST PLAN

VESTA 9-1-1 SOLUTION (HOST-REMOTE) SYSTEM ACCEPTANCE AND AUTHORIZATION CHECKLIST

The below System Acceptance and Authorization Checklist will be used to validate that all of the equipment, software, and functionality has been provided by the Contractor, is properly

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installed and operates in accordance with the terms and conditions of the State of California MPA.

MPA Requirement #	Title	Pass	Fail	If Requirement Fails Descri Corrective Action
	Details TBD by Post-Solicitation Document			

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Minor Discrepancies:

_____

_____

_____

_____

_____

_____

_____

_____

Tracking #: _____ Approved TD-288 Amount: $_____

As the authorized representative of:

_____ *(PSAP name),*

I hereby acknowledge receipt, installation and satisfactory performance of the service and/or equipment. If minor discrepancies exist, but do not keep the equipment from performing in accordance with the contracted terms and conditions, these discrepancies are noted above.

AUTHORIZED BY:

_____ _____

Signature Date

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Printed/Typed Name _____ Title _____

IMMEDIATELY AFTER ACCEPTANCE:

Submit the original TD-284, signed by the PSAP authorized representative to the Contractor and submit a copy to the CA 9-1-1 Branch

Appendix G. MONTHLY SERVICE LEVEL AGREEMENT (SLA) COMPLIANCE REPORT

Vesta Solutions

Contact Name

Contact Telephone Number

Contact e-mail address

Reporting Month/Year

Provisioning SLAs

PSAP Name	CA 9-1-1 Branch Tracking number	Status of Installation[1]	Scheduled Acceptance Start Date[2]	Actual Acceptance Date[3]	Order Value[4]	DVBE Participation	Notes

[1] Status of Installation shall reflect the status of the order at the end of the reporting period and shall include one of the following status descriptions: Order Received, Delivered, Installed, Certificate of Readiness delivered, Acceptance Testing in progress, Accepted Awaiting Payment or Payment Received.

[2] Mutually agreed upon date between Contractor and PSAP that the system acceptance period of twohundred-forty (240) continuous hours can begin in accordance with Section

[3] Date that the 9-1-1 System Acceptance form is signed by the PSAP responsible party [4] The dollar value of the transaction as approved by the CA 9-1-1 Branch

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Appendix H.

CERTIFICATE OF SYSTEM READINESS

Vesta Solutions

System Readiness

Site Certification Document

This Section meets the State contract requirement for Vesta Solutions to provide notice that the Agency VESTA 9-1-1 Solution (Host-Remote) is installed, tested and ready for Cutover and Acceptance Testing.

Vesta Solutions Representative certifies VESTA 9-1-1 Solution Host and Remote Sites are installed, tested and ready for Cutover and Acceptance Testing.

By:_____ Date: _____ _____

Authorized *Contractor* Representative. Date

Appendix I.

SLA COMPLIANCE REPORTS

CONTRACTOR'S MONTHLY SERVICE LEVEL AGREEMENT (SLA) COMPLIANCE REPORT THE

VESTA 9-1-1 TURN-KEY SOLUTION

Vesta Solutions Contact Name

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Contact Telephone Number

Contact e-mail address

Reporting Month/Year

PSAP Name	Trouble Ticket Number	Service Type	Type of Failure	Brief Restoration Description	Alarm/Ticket Open Date and Time	Problem Resolution Date and Time	Total Stop-Clock Duration	Outage Duration	Applicable SLA	Rights and Remedies

Requirement	Scheduled Due Date	Actual Delivery Date	Applicable Remedy
Monthly Activity Report			
SLA Compliance Report			
SLA Remedy Delivery			

Time to Repair and Availability SLAs

Administrative SLAs

Appendix J.

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MONTHLY VESTA 9-1-1 ACCEPTANCE DATE COMPLIANCE SLA

Vesta Solutions Monthly Activity Report VESTA 9-1-1 Acceptance

A PSAP is a Public Agency authorized under Government Code Section 53102 to perform the functions of a PSAP. Orders from the State must be completely installed and ready-foruse within 180 calendar days After Receipt of Order (ARO) as indicated on the Purchase Order (PO).

The installation date may be changed by mutual consent of the Contractor and the PSAP; however, the System Installation Schedule must be completed/updated with the revised dates. Such deferment shall not exceed 60 calendar days, except by mutual agreement. In the event of an agreed change to the installation date, the Contractor will provide a revised Contractor SOW to the PSAPs and to the CA 9-1-1 Branch.

Vesta Solutions

Contact Name

Contact Telephone Number

Contact e-mail address

Reporting Month/Year

Acceptance SLAs

PSAP Name	CA 9-1-1 Branch Tracking number	Scheduled Acceptance Start Date	Actual Acceptance Date	Rights and Remedies

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REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-17

SUBJECT:

Fresno-Madera Area Agency on Aging for Fiscal Year 2025-26 for Title III C1 Congregate Nutrition Program for Older Adults

RECOMMENDATION:

Adopt Resolutions:

1. Approving Contract Number 26-0147 Between the City and the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year (FY) 2025/2026 for the Title lll C1 Congregate Nutrition Program (CNP) for Older Adults, not to exceed $58,625
2. Amending the City's FY 2025/26 Operating Budget approving related revenue and expenditure line items related to the execution of the FMAAA Contract Number 26-0147, Title III C1 Congregate Nutrition Program

SUMMARY:

The Fresno-Madera Area on Aging's Governing Board has approved an award of Older American Act (OAA) funds to the City of Madera as follows:

- Frank Bergon Senior Center: $33,500
- Pan American Community Center: $25,125

Combined, the amount being awarded to the City is $58,625 and said funds are intended to cover costs associated with the Title III C1 Congregate Nutrition Site Management at the City's senior centers. The Title III C1 Congregate Nutrition Site Management is a congregate meal program that has played a pivotal role in providing nutritious meals to qualifying seniors.

Appropriations associated with this award were not included in the FY 2025/26 Operating Budget given that at the time the budget was prepared, precise funding amounts were unknown. As such, a budget amendment is recommended for adoption to recognize the appropriate adequate funding for the service to be provided.

DISCUSSION:

During the last 35 years, the City has partnered with FMAAA to deliver direct services to the City senior population. One of the cornerstone programs in this partnership has been the congregate meal program. The longstanding service is a key component of the City's commitment to supporting the health and well-being of its senior residents, ensuring they have access to essential meals in a friendly and welcoming environment.

The partnership was paused after the onset of COVID, where limitations with indoor gatherings and programming occurred. The partnership resumed during FY 2024/25, where FMAAA awarded the City up to $56,000 in OAA funds for the same Title III CI Congregate Nutrition Program. Council approval occurred on December 4, 2024, with the approval of Contract Number 25-0147.

FMAAA has once again contacted the City proposing the continued partnership in the Title lll C1 CNP for Older Adults program. A total of $58,625 has been approved by the FMAAA's Governing Board to be allocated for the City as follows:

- Frank Bergon Senior Center: $33,500 maximum expenditure
- Pan American Community Center: $25,125 maximum expenditure

Executing the contract would entail various tasks and responsibilities to be continued by City personnel. These include, but would not be limited to:

1. Oversight and responsibility for the day-to-day operations of the CNP meal sites concerning meals.
2. Oversight of and responsibility for CNP staff and volunteers, including provision of required program training.
3. Collection of required CNP data from program participants.
4. Keeping records and preparing reports concerning the number of meals ordered and number of meals served.
5. Keeping records of donations.
6. Ensuring the CNP meal sites meets all federal, State, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Specifically, the funding will support hiring seven part-time staff members to help serve nutritious meals. The meals would be provided five days a week at both senior centers through June 30, 2026, served between 11:30 a.m. to 12:00 p.m. Setup starting at 10:00 a.m. and cleanup

concluding by 1:00 p.m. thereafter. The funding is limited to a 12-month funding cycle from July 1, 2025, to June 30, 2026.

Continuing this partnership will foster the City's commitment to enhancing the quality of life for seniors, providing them with social and nutrition support.

FINANCIAL IMPACT:

The total value of the contract is not to exceed $58,625. The value of the contract covers staffing costs only. As a result, the contract will provide General Fund relief for the activities borne by this contract for staffing costs.

With the City being responsible for providing staff to cover the program's objectives, FMAAA will provide all meals and transportation/delivery of the meals to each center. The contract amount of $58,625 is intended to cover the costs for staff for the two centers. Each center falls within a pre-designated tier system, that FMAAA used to calculate the maximum allowable expenditure amount per center. As indicated in Table 1 below, the Frank Bergon Senior Center is budgeted to cover the cost of 4 staff members, while the Pan American Community Center is budgeted to cover the cost of 3 staff members.

Table 1: *FMAAA FY 2024/2025 Nutrition Meal Program*

Item	Amount
Staffing – (4) Program Leaders – Frank Bergon	$33,500
Staffing – (3) Program Leaders – Pan-American	$25,125
Total	**$58,625**

The contract match requirement is $39,083. The match will be obtained through the personnel costs of full-time personnel that help support the contract, including the Parks & Community Services Director, Recreation and Community Programs Coordinator, Administrative Analyst, and Administrative Assistant. Match dollars will also cover the cost of supplies and materials needed to support the program, such as utensils, serving platters, heating and temperature control items, food safety handling supplies, and other items related to the execution of the program. Staff estimate roughly $1,500 per quarter; $6,000 in match dollars for the year for materials and supplies needed.

To have adequate appropriations for the nutrition meal program, the expenses and revenue generated from the contract will need an amendment to the Fiscal Year 2025/2026 Operating Budget, specifically in the Parks Grants Fund #41096362, as being recommended herein.

ATTACHMENTS:

1. Resolution Approving a Contract Between the City of Madera and the Fresno-Madera Area Agency on Aging for FY 2025/2026 for the Title III C1 Congregate Nutrition Program for Older Adults, not to exceed $58,625

    a. Exhibit A: Contract No. 26-0147
2. Resolution Amending the City's FY 2025/26 Operating Budget, approving related revenue and expenditure line items related to the execution of the FMAAA FY 2025/2026 Title III C1 Congregate Nutrition Program for Older Adults Contract
    a. Exhibit A: Budget Amendment

ATTACHMENT 1

Resolution Approving a Contract Between the City of Madera and the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year (FY) 2025/2026 for the Title III C1 Congregate Nutrition Program for Older Adults, not to exceed $58,625

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A CONTRACT BETWEEN THE CITY OF MADERA AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FY 2025/2026 FOR THE TITLE III C1 CONGREGATE NUTRITION PROGRAM FOR OLDER ADULTS, NOT TO EXCEED $58,625

WHEREAS, the City of Madera has a long-standing partnership with FMAAA, providing nutrition services to older adult citizens at the Frank Bergon Senior Center and the Pan-American Community Center; and

WHEREAS, FMAAA has contacted the City for the Title III C1 Congregate Nutrition Program for Older Adults; and

WHEREAS, for which, FMAAA's Governing Board has approved an award to the City not to exceed $58,625; and

WHEREAS, the funds cover a 12-month funding cycle from July 1, 2025, to June 30, 2026; and

WHEREAS, the programming would take place at the Frank Bergon Senior Center and the Pan American Community Center; and

WHEREAS, the City would be responsible for providing staff to accomplish the goals of the program and abide by all program requirements.

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

1. The above recitals are true and correct.
2. The Fresno-Madera Area Agency on Aging Contract for Fiscal Year 2025/2026 Title III C1 Congregate Nutrition Program for Older Adults, not to exceed $58,625.00, attached hereto as Exhibit A, is hereby approved.
3. The Mayor of the City of Madera is authorized to sign the agreement on behalf of the City.
4. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Contract No. 26-0147

Agency on Aging

Change The Way You Age

May 28, 2025

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

City Manager Rodriguez,

The Fresno-Madera Area Agency on Aging's Governing Board has approved an award of Older American Act (OAA) funds to the City of Madera as follows:

Contract no: 26-0147, Title III C1 Congregate Nutrition Site Management:	
Frank Bergon Senior Center	$33,500 Maximum expenditure
Pan American Community Center	$25,125 Maximum Expenditure
Total Contract Grant Amount:	**$58,625 Maximum Expenditure**

Please note, grant awards are contingent on sufficient funds made available from the State of California to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs.

We will send the contract documents for completion and signature via DocuSign. Page i, Documents Required to Execute Contract, serves as a guide. All components will be provided electronically, and no physical copies are needed. The one exception is the Exhibit B – Budget Excel template, included with this letter, which must still be uploaded to DocuSign. DocuSign recipients were selected based on the Contract Contacts Update sent in May.

Pending finalization of the fiscal year 2024-2025 contract, this letter will serve as your authority to provide the Title III C1 Congregate Nutrition Site Management Program with the City of Madera under contract no. 26-0147 as of July 1, 2025. The authority contained herein expires September 30, 2025, or when the contract is fully executed, whichever comes first.

Please contact me at 559-319-0863 with any questions.

Respectfully,

Hillaree Bennett
Program Director
hbennett@fmaaa.org

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of **all** contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

*Type entries and enter **original signatures in ink** on **both** sets of documents:*

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page**
  Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Contractor Certification Clauses**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Information Integrity and Security Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Also, check appropriate box under "Certify" at bottom of page 2 to indicate 128-bit Encryption compliance status.
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Only page 1, signature page required (do not submit pages 2-6).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget: Email Excel version to** Pbustamante@fmaaa.org **and** alucas@fmaaa.org**; submit 2 hard copies with contract.**
- ☐ **Exhibit E, Program Narrative: Email Word version to** hbennett@fmaaa.org **and** mrobinson@fmaaa.org**; submit 2 hard copies with contract.**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. **List of all proposed subcontractors for this Agreement** *(if any)*, **and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.**
- ☐ 2. **Certificate(s) of Insurance** ***Please review Article XV of Agreement prior to arranging for certificate*** *to ensure all contractual requirements for insurance certificate are met and **specific contract language** included on certificate.*
- ☐ 3. Copy of **IRS Determination Letter of Tax-Exempt Status** if a non-governmental organization.
- ☐ 4. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 5. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 6. **List of Governing Board members**
- ☐ 7. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 8. **Current documents** *(i.e. flyers, brochures) used to promote the **contracted program***

Fresno-Madera Area Agency on Aging

CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Term: July 1, 2025 through June 30, 2026

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Article IX. Subcontracts Section K	Small contracts (under $100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. a. Pre-Award Review: The contractor shall submit the following to the Agency on Aging for review and approval for small contracts (under $100,000 in the aggregate) to a for profit entity: • Documentation that the aggregate value of the contract with any entity is less than $100,000 • A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists • Copies of the price or rate quotations received from qualified sources b. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required	In the case of small contracts, not over $100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows: a. Pre-Award Review: Prior to informally selecting the for- profit entity with which to contract or obtain the purchase, the contractor shall submit the following to Agency on Aging for review and approval for small contracts (under $100,000 in the aggregate): i. Documentation that the aggregate value of the contract with any entity is less than $100,000 ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a	Clarification

	documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met. c. The contractor must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as the Agency on Aging's determination letter.	potential or actual conflict of interest exists iii. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead b. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met. c. The contractor shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto. 2) A statement of the criteria used to approve awards. 3) Copies of the award documents and contracts entered into pursuant to Section 7364. 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II,	

Fresno-Madera Area Agency on Aging

CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

		Section 7352(h) as well as CDA's determination letter. d. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require each contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than $100,000, the small contract procedures may be used.	
Article IX. Subcontracts Section L	L. Contracts over $100,000 in the aggregate for any entity must follow a competitive process [CCR 7352]. M. The contractor shall, prior to the	L. Contracts over $100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].	For clarification. (Combined L & M, then renumbered going forward)

	awarding of a subcontract to any for-profit entity, submit the following to the Agency on Aging for review and approval: a. The Request for Proposal (RFP) or Invitation for Bid. b. All bid proposals received. c. The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]. d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]. Where a program may be subcontracted to a for-profit organization, the contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.	The contractor shall, prior to the awarding of a contract to any for- profit entity, submit the following to the Agency on Aging for review and approval: a. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)]. b. All bid proposals received. [22 CCR 7362(a)(2)]. c. The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)]. d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.	

Fresno-Madera Area Agency on Aging

CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

		The contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.	
Article V. Assurances, Section H	Background Check Before a person may access CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication 33 Older Americans Act and Older Californians Act Program Guide California Department of Aging Area Agencies On Aging that the person may present a risk to the security or integrity of confidential	Background check language removed from Article V. Assurances, Section H. Items a. – c. moved to Article V, Section H, Item 5.	CDA decision to remove background check language until which time there is definitive statute to direct AAA's.
Article V. Assurances, Section H, Item 5	Language moved to Article V, Section H, Item 5.	i. Mailing: a. Mailings of Agency on Aging PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings	CDA decision to remove background check language until which time there is definitive

		which include 500 or more individually identifiable records of Agency on Aging PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of Agency on Aging to use another method is obtained. j. Security Officer: a. The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Agency on Aging. k. Mitigation of Harmful Effects: a. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of	statute to direct AAA's. The remaining language was moved and relabeled.

Fresno-Madera Area Agency on Aging
CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

		the requirements of this Agreement. l. Access to, and Accounting For, Disclosure of PSCI: a. The contractor shall document and make available to Agency on Aging or (at the direction of Agency on Aging) to an Individual such disclosures of Agency on Aging PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.	
Article V. Assurances, Section K	Public Education and Information: (Please note: This differs from the IIIB service categories within the data dictionary that have the same names) Public Education and Information (PE&I) falls into two categories:	Public Education and Information (Please note: This differs from the IIIB service categories within the data dictionary that have the same names) Public Education and Information (PE&I) falls into two categories:	For Clarification

	1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters. 2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Contractors and subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov). Contractors should also advise	1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters. 2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:	

	vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Agency on Aging and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the contractor and/or subcontractor. Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications. All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.	Materials published or transferred by the Contractor and financed with funds under this agreement shall include the following funding disclaimer: "The materials or product were a result of a project funded by a contract with the California Department of Aging". Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov). Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with	

Fresno-Madera Area Agency on Aging

CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

		grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor. Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications. All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.	
Article V. Assurances, Section M	Advertising and Public Relations: All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA materials. The contractor should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.	Advertising and Public Relations: The contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that: Materials published or transferred by the contractor and financed with funds under this agreement shall include the following funding disclaimer:	Clarification

	The contractor must coordinate media and kick- off events with the Agency on Aging and the CDA Office of Communications. If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA manager for the CDA Office of Communications to review. They will be assessed in batches on the first and fifteenth of each month with a minimum ten (10) business day approval period.	"The materials or product were a result of a project funded by a contract with the California Department of Aging". Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact. Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.	
Article V. Assurances, Section N	NEW	Approval Requirements for Advertising and Public Relations	To provide further clarification and

		This section further clarifies the approval requirements as outlined in ARTICLE V.K and V.M. **Approval Required:** **Materials that use the CDA logo, including:** • Paid advertising • Earned advertising • Outreach materials • Educational materials • Media events • Public notices **No Approval Required:** • Materials that only mention CDA in the funding disclaimer "The materials were funding by a contract with the California Department of Aging." Without using the CDA logo. • Materials that do not mention the CDA name or use the CDA logo. **Social Media Posts** **Approval Required:** • Social media posts that mention the CDA name or use the CDA logo. **No Approval Required:**	a process for obtaining approvals.

		• Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved. • Tagging @calaging on X, Facebook, or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities. **Specific Scenarios and Examples** • Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA. • Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo. • Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.	

Fresno-Madera Area Agency on Aging

CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

		Submission Process Submit language and materials needing approval to communications@aging.ca.gov. • Review timeline: Typically, within ten (10) business days • Review dates: First and fifteenth of each month • Urgent requests: Notify Office of Communications if expedited approval is needed. **Questions** For questions about approval requirements email communications@aging.ca.gov.	
Exhibit A, Part III. Assurances, Section I, Item 1	To pay the salary of an individual at a rate in excess of $199,300.	To pay the salary of an individual at a rate in excess of $221,990. HRSA Bulletin 2024-02E	Corrected salary cap amount
Article VII. Budget and Budget Revision, Section C, Indirect Costs, Item 1	The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the contractor's Modified Total Direct Costs (MTDC).	The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the contractor's Modified Total Direct Costs (MTDC).	Increase in allowable indirect cost rate.
Article VII. Budget and Budget	Contractors requesting reimbursement for indirect costs exceeding the maximum tend percent (10%) shall	The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent	Increase in allowable indirect cost rate.

Fresno-Madera Area Agency on Aging

CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

Revision, Section C, Indirect Costs, Item 2	retain on file an approved negotiated indirect cost rate or cost allocation plan.	(15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.	
HICAP Exhibit A, Part III. Assurances, Section D, Item 1	New	The Contractor shall assure full compliance with Administration for Community Living (ACL) guidance related to Volunteer Risk and Program Management (VRPM) policies. ACL VRPM required policies include, but are not limited to: a. All volunteers and staff members in positions of trust are subject to a background and national-level criminal record check. b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments. ACL VRPM requirements can be accessed from the ACL VRPM Policies Webpage.	New ACL Requirement effective 9/1/2024.
HICAP Exhibit A, Part III. Assurances,	New	The Service Provider shall assure compliance with ACL guidance related to Conflict of Interest (COI), which includes, but is not limited to, guidance provided	New ACL requirement.

Section B, Item 4		on the ACL Managing Conflicts of Interest in SHIP, SMP and MIPPA Programs Webpage and the guidance document, Conflict of Interest: Identification, Remedy, and Removal.	
Title III C1 Exhibit A, Part I. Definitions Specific to Title III Programs, Section B and Section C	Title III C-1 (Congregate Nutrition Services): nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)] Title III C-2 (Home-Delivered Nutrition Services): nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening.	Title III C1 Congregate Nutrition Services nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]. Title III C2 Home-Delivered Nutrition Services nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.	

Area Plan Grant Award

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CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)

2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711

A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from the date of execution by the Fresno-Madera Area Agency on Aging to June 30, 2026, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2025 through June 30, 2026 period may be incurred after June 30, 2026

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 24, 2025			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Contract No.:	26-0147	Service:	Site Management

Site	**12-Month Funding Cycle**	**Contract Period Grant Amount**
1. Frank Bergon Senior Center	July 1, 2025-June 30, 2026	$33,500
2. Pan American Community Center	July 1, 2025-June 30, 2026	$25,125
Total Term of Contract Grant Award:		**$58,625**

E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the American Rescue Plan (ARP) Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

August 6, 2025

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program. — Date

Joseph Hebert — Director, Parks & Community Services Department

Type Name — Title

Signature of Authorized Contracting Official
(Refer to Appendix A) — Date

Cecelia K. Gallegos — Mayor, City of Madera

Type Name — Title

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature — Date

Jamie Sharma — Executive Director

Type Name — Title

FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION

This Agreement incorporates the terms and conditions which support an award of Area Plan Funds. Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.

B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR §200.1 and 45 CFR §75.2)

D. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.

E. Cal. Civ. Code: California Civil Code (CIV)

F. Cal. Gov. Code: California Government Code (GC)

G. Cal. Pub. Con. Code: California Public Contract Code (PCC)

H. "CCR" means California Code of Regulations.

I. "CFR" means Code of Federal Regulations.

J. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

L. HHS: Means United States Department of Health and Human Services

M. OAA: Means Older Americans Act

N. OCA: means Welfare and Institutions Code §9541 of the Mello-Granlund Older Californians Act

O. OMB: Means Federal Office of Management and Budget

P. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

Q. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

R. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under an Agency on Aging grant of funds.

S. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

T. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

U. "Recoverable cost" means the questioned cost identified from an audit.

V. "Reimbursable item" also means "allowable cost" and "compensable item."

W. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

X. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.

Y. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.

Z. "USC" means United States Code.

AA. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of this Agreement.

BB. "W&I" means California Welfare and Institutions Code.

CC. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

DD. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Grant Terms and Conditions

2. The Older Americans Act and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

5. Program Memos and other guidance issued by the California Department of Aging.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and

conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at: https://www.hhs.gov/grants.grants.grants-policies-regulations/index/html

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 2520 West Shaw Lane, Suite 101A, Fresno, California, 93711.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

B. The term of this Agreement is from July 1, 2025, through June 30, 2026, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding. Renegotiation shall consider service provider expenditures, service units, and cost standards during renegotiation.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter

of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

   a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.

5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.

6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

   a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]

   b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section C.1.b of this Article.

   d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.

3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

2. The Contractor shall ensure compliance with the following federal regulations:
   a. Clean Air Act, as amended. (42 USC § 7401)
   b. Federal Water Pollution Control Act, as amended. (33 USC § 1251et seq.)
   c. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally

reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than ten percent (10%).

b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than twenty percent (20%), including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]

3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

5. The Contractor shall make staff available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall ensure compliance with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

   Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 22 CCR 11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws (Public Contract Code §2010)

   a. For contracts of $100,000 or more, executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

   b. For contracts of $100,000 or ~~more, executed~~ or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

6. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

H. Information Confidentiality and Security:

1. This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the contractor, or collected, created, maintained, stored, transmitted, or used by the contractor for or on behalf of the Agency on Aging pursuant to this agreement. (Such personal, confidential, and sensitive information is referred to here as PSCI.) Agency on Aging and the subcontractor desire to protect their

privacy and provide for the security of Agency on Aging PSCI pursuant to this section of this agreement and in compliance with state and federal laws applicable to Agency on Aging and California Department of Aging PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the AAA in furtherance of this agreement and services provided in accordance with this agreement. The contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding California Department of Aging PSCI.

2. Definitions

   a. **Breach:**

      i. The unauthorized acquisition, access, use or disclosure of California Department of Aging and the Agency on Aging PSCI in a manner in which compromises the security, confidentiality, or integrity of the information; or

      ii. The same definition of "breach of the security system" set forth in California Civil Code section 1798.29 subdivision (f): or

      iii. The same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

   b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

   c. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information

   d. **PSCI:** "personal information", "sensitive information", and "confidential information" (as these terms are defined herein)/.

e. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

   i. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

   ii. **Protected Health Information (PHI):** The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

f. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

g. **Security Incident:**

   i. A breach or attempted breach; or

   ii. The attempted or successful unauthorized access, disclosure, modification, or destruction of Agency on Aging or CDA PSCI, in violation of any state or federal low or in a manner not permitted under this agreement; or

   iii. The attempted or successful modification or destruction of, or interference with, the contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Agency on Aging PSCI; or

   iv. Any event that is reasonably believed to have compromised the

confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

h. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3. Disclosure Restrictions

The contractor shall protect Agency on Aging PSCI from unauthorized disclosure. The contractor shall not disclose, except as otherwise specifically permitted by this agreement, any Agency on Aging PSCI to anyone other than Agency on Aging personnel or programs without prior written authorization from the Agency on Aging or the California Department of Aging.

a. The contractor and the Agency on Aging mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of date from the Agency on Aging containing Personal Health Information (PHI) shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this agreement, HIPPA). The contractor agrees to provide the same, or greater, level of protection to Agency on Aging data that would be required if the contractor were a Business Associate under HIPPA, regardless of whether the contractor is or is *not* a Business Associate.

b. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to Agency on Aging PSCI covered under this agreement beyond those provided through HIPPA, the contractor agrees:

   i. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the

extent such standards provide a greater degree of protection and security than HIPPA or are otherwise more favorable to the individuals whose information is concerned; and

ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of Agency on Aging PSCI as defined above in Section H *definitions* of this agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code section 11845.5.

iv. If the Contractor is a Qualified Service Organization (QCS) as defined in 42 CFR section 2.11, the contractor agrees to be bound by and comply with subdivisions (2)(i) and (2) (ii) of that section.

4. Use Restrictions

The contractor shall not use any Agency on Aging or California Department of Aging PSCI for any purpose other than performing the contractor's obligations under this agreement.

5. Safeguards and Security

The contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Agency on Aging PSCI including electronic Agency on Aging PSCI that it creates, receives, maintains, uses, or transmits on behalf of Agency on Aging. The contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the contractor's operations and the nature and scope of its activities. The contractor's administrative, technical, and physical safeguards shall include, at a minimum:

a. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with

NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

b. Removeable Media Devices

All electronic files that contain Agency on Aging PSCI data must be encrypted when stored on any removeable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

c. Patch Management

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

d. Confidentiality Statement:

All people that will be working with the California Department of Aging and Agency on Aging PSCI must sign a confidentiality statement (*Appendix C*), that includes at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing the Agency on Aging PSCI. The statement must be renewed annually. The contractor shall retain each person's written confidentiality statement for Agency on Aging inspection for a period of six (6) years following contract termination.

e. Transmission and Storage of PSCI:

All persons that will be working with Agency on Aging PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such

f. Minimum Necessary:

Only the minimum necessary amount of Agency on Aging PSCI required to perform necessary business functions applicable to the

terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

g. Antivirus Software:

All workstations, laptops and other systems that process and/or store Agency on Aging PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

h. Data Security:

Agency on Aging PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

i. Mailing:

Mailings of Agency on Aging PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of Agency on Aging PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of Agency on Aging to use another method is obtained.

j. Security Officer:

The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Agency on Aging.

k. Mitigation of Harmful Effects:

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Agreement.

m. Access to, and Accounting For, Disclosure of PSCI:

The contractor shall document and make available to Agency on Aging or (at the direction of Agency on Aging) to an Individual such disclosures of Agency on Aging PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

6. Employee Training

All persons who assist in the performance of functions or activities on behalf of the Agency on Aging, or access or disclose Agency on Aging PSCI, must complete information privacy and security training, located at https://aging.ca.gov/Information_security/ at least annually, at the contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

7. Employee Discipline:
Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

8. Access to Practices, Books and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of the Agency on Aging available to the Agency on Aging upon reasonable request.

9. Special Provision for SSA Data

In the Contractor receives data from or on behalf of Agency on Aging that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between the Agency on Aging and SSA, the contractor shall provide, upon request by the Agency on Aging, a list of all employees and agents who have access to such data, including employees and agents of its agents, to Agency on Aging.

10. Breaches and Security Incidents

The contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the

following steps:

a. Notice to the Agency on Aging

The Contractor shall notify the Agency on Aging immediately by email or telephone of the discovery of:

i. Unsecured Agency on Aging PSCI if the Agency on Aging PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

ii. Any suspected security incident which risks unauthorized access to Agency on Aging PSCI and/or other confidential information.

iii. Any intrusion or unauthorized access, use, or disclosure of Agency on Aging PSCI in violation of this agreement: or

iv. Potential loss of confidential data affecting this agreement

v. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report: form and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/

vi. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of Agency on Aging PSCI, the Contractor shall:

a. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach: and

b. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State Laws and regulations.

b. Investigation of Security Incident Breach

The contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of Agency on Aging PSCI.

c. Complete Report

The contractor shall provide a complete report of the investigation to Agency on Aging within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a

determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If the Agency on Aging requests information in addition to this report, the contractor shall make reasonable efforts to provide the Agency on Aging with such information. Agency on Aging will review and approve or disapprove the contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the contractor's corrective action plan.

i. If the Contractor does not submit a complete report within the ten (10) working day time frame, the contractor shall request approval from the Agency on Aging within the ten (10) working timeframe for the complete report.

d. Notification of Individuals

If the cause of a breach is attributable to the contractor or its agents, the contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. The Agency on Aging shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

e. Responsibility for Reporting Breaches to Entities other than the Agency on Aging

If the cause of a breach of Agency on Aging PSCI is attributable to the contractor or its subcontractors, the contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

f. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the contractor is considered only a custodian and/or non-owner of the Agency on Aging PSCI, the contractor shall, at its sole expense and at the sole election of the Agency on Aging, either:

i. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to

the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The contractor shall inform the Agency on Aging Privacy Officer: Hillaree Bennett, of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

ii. Cooperate with and assist the Agency on Aging in is submission of a sample copy of the notification to the Attorney General.

11. Contact Information

To direct communications to the above referenced Agency on Aging staff, the contractor shall initiate contact as indicated herein. Agency on Aging reserves the right to make changes to the contact information below by giving written notice to the contractor.

Agency on Aging Privacy Officer:	**Agency on Aging Information Security Officer:**
Fresno-Madera Area Agency on Aging 2520 W. Shaw Ln. #101 A Fresno, CA 93711	Fresno-Madera Area Agency on Aging 2520 W. Shaw Ln. #101 A Fresno, CA 93711
Attn: Program Director, Hillaree Bennett Email: hbennett@fmaaa.org Telephone: 559-319-0863	Attn: Executive Director, Jamie Sharma Email: jsharma@fmaaa.org Telephone: 559-214-0299 ext. 500

13. Responsibility of Agency on Aging

The Agency on Aging agrees to not request the contractor use or disclose PSCI in any manner that would not be permissible under HIPPA and/or other applicable federal and/or state law.

14. Audits, Inspections, and Enforcement

a. Agency on Aging Right to Inspect

From time to time, Agency on Aging may inspect the facilities, systems, books, and records of the contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that Agency on Aging inspects, or fails to inspect, or has the right to inspect, the contractor's facilities, systems, and procedures does not relieve the contractor of its responsibility to comply with this ICSR

section.

b. Notification to Agency on Aging in Event the Contractor is Subject to Other Audit:

If the contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the contractor shall promptly notify the Agency on Aging unless it is legally prohibited from doing so.

15. Miscellaneous Provisions

a. Disclaimer:

Agency on Aging makes no warranty or representation that compliance by the contractor with this agreement will satisfy the contractor's business needs or compliance obligations. The contractor is solely responsible for all decisions made by the contractor regarding the safeguarding of Agency on Aging PSCI and other confidential information

b. Amendment:

i. Any provision of this agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this agreement hall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

ii. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation

c. Assistance in Litigation or Administrative Proceedings

The contractor shall make itself, its employees, and agents available to the Agency on Aging at no cost to Agency on Aging to testify as witnesses in the event of litigation or administrative proceedings being commenced against Agency on Aging, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the

contractor (except where the contractor or its subcontractor, workforce employee, or agent is a named adverse party).

d. No Third-Party Beneficiaries

Nothing in this agreement is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

e. Interpretation

The terms and conditions in this agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

f. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

g. Return or Destruction of Agency on Aging PSCI on Expiration or Termination

At expiration or termination of the contract, if feasible, the contractor shall return or destroy all Agency on Aging PSCI that the contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Agency on Aging and the contractor shall determine the terms and conditions under which the contractor may retain the PSCI.

h. Data Sanitization

All Agency on Aging PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the Agency on Aging PSCI is no longer needed.

i. Survival

If return or destruction of Agency on Aging PSCI is not feasible upon the completion or termination of the contract, the respective rights, and obligations of the contractor under this

Section shall survive the completion or termination of the contract between the contractor and the Agency on Aging. The contractor shall also limit further uses and disclosures of Agency on Aging PSCI to those purposes that make the return or destruction of the information infeasible.

I. Copyrights

1. If any material funded by the Agency on Aging is subject to copyright, the State reserves the right to copyright such material and the contractor agrees not to copyright such material, except as set forth in Article V section I.2.

2. The contractor may request permission to copyright material by writing to the Director of Agency on Aging. The Director shall grant permission or give reason for denying permission to the contractor in writing within sixty (60) days of receipt of the request

3. If the material is copyrighted with the consent of Agency on Aging, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this agreement or the contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director and/or Program Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

K. Public Education and Information

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. **Educational** – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.

2. **Promotional** – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

   The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

   Materials published or transferred by the Contractor and financed with funds under this agreement shall include the following funding disclaimer:

   "The materials or product were a result of a project funded by a contract with the California Department of Aging".

   Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the

CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor.

Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office ~~of Communi~~cations.

All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.

L. S.W.A.G Ban

The contractor and its subcontractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

M. Advertising and Public Relations

The contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the contractor and financed with funds under this agreement shall include the following funding disclaimer:

"The materials or product were a result of a project funded by a contract with the California Department of Aging".

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA

logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

N. Approval Requirements for Advertising and Public Relations

This section further clarifies the approval requirements as outlined in ARTICLE V.K and V.M.

Approval Required:
Materials that use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

No Approval Required:

- Materials that only mention CDA in the funding disclaimer "The materials were funding by a contract with the California Department of Aging." Without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

Social Media Posts
Approval Required:

- Social media posts that mention the CDA name or use the CDA logo.

No Approval Required:

- Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook, or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities.

Specific Scenarios and Examples

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.

- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.
- Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

Submission Process
Submit language and materials needing approval to communications@aging.ca.gov.

- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed.

Questions

- For questions about approval requirements email communications@aging.ca.gov.

O. Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.

2. Any right of copyright/trademark to which a contractor or subcontractor purchases ownership with grant funds.

P. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering 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 federally 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 Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors 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. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. 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.

Q. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

R. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

S. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.

   a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

      i. Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
      ii. Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
      iii. Contract Work Hours and Safety Standards Act [40 USC §3701 et seq.] [29 CFR §5, 6, 7, 8]; and
      iv. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

   b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

   c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.

T. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall

include all of the following:

a. Time frames within which a complaint will be acted upon.

b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.

c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

2. The Contractor shall notify older individuals of the grievance process available to them by:

a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.

3. Complaints may involve, but not be limited to, any or all of the following:

a. Amount or duration of a service.

b. Denial or discontinuance of a service.

c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.

4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

U. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures

provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.

3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

V. Community Focal Points

The Contractor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received to perform services outlined within agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

3. In State:

   Mileage/Per Diem (meals and incidentals)/Lodging
   https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting the contractor from paying any differences in costs, from funds other than those provided by the Agency on Aging, between the CalHR rates and any rates the contractor is

obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The contractor agrees to include these requirements in all subcontracts it enters into with subcontractors to provide services pursuance to this agreement.

4. Agency on Aging reserves the right to refuse payment to the contractor or disallow costs for any expenditure, as determined by the Agency on Aging to be: out of compliance with this agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

C. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

1. Financial Reporting.

2. Accounting Records.

3. Complete Disclosure.

4. Source Documentation.

5. Internal Control.

6. Budgetary Control.

7. Cash Management (written procedures).

8. Allowable Costs (written procedures).

D. Unexpended Funds

1. No later than December 23 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

E. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

F. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

G. Funding Reduction

1. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purpose of the services outlined within this agreement, the Agency on Aging shall have the option to either:

   a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or

   b. Offer a revision to the Budget to reflect the reduced funding authorized by the authority of this agreement.

2. In the event the Agency on Aging elects to offer a revised budget display(s), it shall be mutually understood by both parties that:

   a. The Agency on Aging reserves the right to determine which programs, if any, shall be reduced.

   b. Some programs may be reduced by a greater amount than others, and

   c. The Agency on Aging shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

H. Fiscal Provisions

1. The agreement must be approved prior to release and disbursement of any program funding included within these terms via the budget displays.

2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to the Agency on Aging's fiscal department, within 30 days of release.

3. Budgets must be approved by the Agency on Aging's fiscal department prior to any disbursement of funding.

4. Agency on Aging cannot disburse funds until the contract agreement is fully executed.

ARTICLE VII. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2026.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed fifteen percent (15%) of the Contractor's MTDC per funding category.

2. The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from the federal awarding agency, through the Agency on Aging with approval from the California Department of Aging, prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the

subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

   a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

   b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).

   c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act. Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

   d. Program Income may not be used to meet the matching requirements of this Agreement.

   e. Program Income must be used to expand baseline services.

   f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

   a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

   b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

      i. Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

      ii. Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the

development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

iii. OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition is forty percent (40%).

b. Title III E Family Caregiver Support Program is thirty percent (30%).

c. Long-Term Care Ombudsman Program; Title VII Elder Abuse Prevention; Title III D Health Promotion-Evidence Based: No Match Required

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2026. All contractors are required to submit Program Property Inventory Certification annually, at the time of closeouts, to CDAEquipment@aging.ca.gov or as instructed by FMAAA. If Agreement is terminated or cancelled prior to June 30, 2026, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.

E. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

F. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Workers Compensation liabilities, and if appropriate, automobile liability including non-owned automobile and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and automobile liability shall also name the Contractor, not the Agency on Aging, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying

work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.

I. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

J. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

K. In the case of small contracts, not over $100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows:

1. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the AAA shall submit the following to CDA for review and approval for small contracts (under $100,000 in the aggregate):

    a. Documentation that the aggregate value of the contract with any entity is less than $100,000.

    b. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists.

    c. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead.

2. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a

for-profit entity or will provide detail as to the requirement(s) that have not been met.

3. The AAA shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed:

   1) Copies of all approved bids or proposals and any amendments or changes thereto.
   2) A statement of the criteria used to approve awards.
   3) Copies of the award documents and contracts entered into pursuant to Section 7364.
   4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h) as well as CDA's determination letter.

4. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require the contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than $100,000, the small contract procedures may be used.

L. Contracts over $100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].

The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to Agency on Aging for review and approval:

1. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)].

2. All bid proposals received. [22 CCR 7362(a)(2)].

3. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)].

4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR7356].

M. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met. The Contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.

N. The contractor shall refer to 2 CFR 200.331, Subpart D-Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D-Subrecipient and Contractors Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

O. The Contractor shall utilize procurement procedures as follows:

1. The Contractor shall obtain goods and services through open and competitive awards. Each contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 73600 (b)-(d).

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be

made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:

   a. Until an audit of the July 1, 2025 through June 30, 2026 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit and Risk Management Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.

6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this section. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked ~~on a "first in-first out"~~ method. Unspent Program Income ~~shall~~ not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

6. Upon request, the Contractor will provide information and supporting documentation on any activities funded in-part or in-whole with the supplement funding.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. Equipment/Property with per unit cost over $500 or any computing devices, regardless of cost, requires justification from the Contractor and approval from the California Department of Aging and the Agency on Aging. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Please note an approved budget is not approval for equipment purchases. The Agency on Aging will notify the Contractor when the California Department of Aging has rendered an approval decision.

E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.

3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete

description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.

G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

J. Prior to disposal of any property purchased by the Contractor or subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property (CDA 248) to property@aging.ca.gov

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from Agency on Aging and CDA.

K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital

assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.

L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging and shall provide copies of investigative documentation and police reports as requested by the California Department of Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.

M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.

N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.

O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.

P. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the AAA will issue specific written disposition instructions to the Contractor.

Q. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

R. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

S. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

T. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

A. Welfare and Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General provisions [9100-9114] Section 9102 (a)) states that the State Unit of Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.
The Agency on Aging conduct onsite/remote monitoring visits to ensure that the contractor(s) are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every two years as resources permit.

B. Authorized State representatives and the Agency on Aging shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

C. The Contractor shall cooperate with the State and the Agency on Aging in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

D. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its Agency on Aging funded programs.

E. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or the Agency on Aging.

F. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revision to budgets, To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.

ARTICLE XIV. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, the Agency on Aging, and any entity ~~selected by the~~ State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA and/or the Agency on Aging will provide timely notice to the Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, the Agency on Aging, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government and the Agency on Aging access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA and Agency on Aging fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

   a. Financial closeouts (2 CFR §200.1 and 45 CFR §75.2).

   b. Internal controls (2 CFR §200.303 and 45 CFR §75.303).

   c. Allocation of expenditures (2 CFR §200.1 and 45 CFR §75.2).

   d. Allowability of expenditures (2 CFR §200.403 and 45 CFR §75.403).

   e. Equipment expenditures and approvals, if required (2 CFR §200.439 and 45 CFR §75.439).

C. Contractor Single Audit Reporting Requirements

1. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521. A copy shall be submitted to the Agency on Aging's physical address:

   Fresno-Madera Area Agency on Aging
   2520 West Shaw Lane, Suite 101A
   Fresno, CA 93711

2. The copy shall be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

3. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section L of this Article.

4. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

D. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for Agency on Aging and CDA review.

E. Contractor Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract Resolution with fifteen (15) months of the "Financial Closeout Report."

F. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR §200 and 45 CFR §75, Subparts F-Audit Requirements.

G. Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521.

2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331 and 45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

H. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

1. Accurate, current, and complete disclosure of the financial results of each federal award or program.

2. Records that identify adequately the source and application of funds for each federally funded activity.

3. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

4. Comparison of expenditures with budget amounts for each federal award.

5. Written procedures to implement the requirements of 2 CFR §200.305.

6. Written procedures for determining the allowability of costs in accordance with 2 CFR §200 and 45 CFR §75, Subparts E-Cost Principles. [2 CFR §200.302 and 45 CFR §75.302]

7. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

8. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

l. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements:

1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512 and 45 CFR §75.512]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509 and 45 CFR §75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514 and 45 CFR §75.514]

4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515 and 45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, and 45 CFR §75, Subpart F-Audit Requirements.

J. Requirements identified in this Article shall be included in Contractor's contracts with Subcontractors. Further, the Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; Agency on Aging shall have access to all audit reports and supporting work papers, and Agency on Aging has the option to perform additional work, as needed.

K. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the contractor performed an independent expense verification review (alternative procedures) of the Contractor/Subcontractor in making a determination; whether audit findings were issued; an if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

L. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

   a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

   b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and

arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

M. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging – Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3)

93.042 Special Programs for the Aging – VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals Title VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the

cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR §75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75 Requirements], Audits of States, Local Governments [45 CFR §75 Appendix V to Part 75 F.1], and Non-Profit Organizations [45 CFR §75 Appendix IV to Part 75 C.2.a])

N. The Contractor must indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned automobile liability**, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the State Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

> "The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement."

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its physical address (2520 West Shaw Lane, Suite 101A, Fresno, CA 93711) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation, or undertake self-insurance in accordance with the provisions of the California Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Cal. Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by the Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.

2. Any Title III or Title VII-A client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Contractor will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

   b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

   c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

   d. Establish appropriate procedures to safeguard and account for all contributions.

   e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest, upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

   The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

   The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice from the State of California to the Agency on Aging.

   The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. Agency on Aging mat terminate this agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to the Agency on Aging a Transition Plan as specified in this agreement. The grounds for termination for cause shall include, but are not limited to, the following:

    a. In case of threat of life, health, or safety to the public, termination of the agreement shall be effective immediately.

    b. A violation of the law or failure to comply with any condition of this Agreement.

    c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

    d. Failure to comply with reporting requirements.

    e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

    f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

    g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

    h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

    i. The commission of an act of bankruptcy.

    j. Finding of debarment or suspension.

    k. The Contractor's organizational structure has materially changed.

    l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 AND

45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work

terminated;

d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, and approved by both parties; the Agency on Aging, and by a duly authorized representative of the Contractor. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the

parties even though such amendment may not have been reduced in writing and formally agreed upon and executed by the parties.

C. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director and/or Program Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change; the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

D. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch and State government.

ARTICLE XX. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated of actual receipt.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current physical address, 2520 West Shaw Lane, Suite 101A, Fresno, CA 93711, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of City of Madera
(Service Provider)

hereby authorizes Cecelia K. Gallegos, Mayor
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2025, to June 30, 2026, including any subsequent amendments and all necessary supporting documents.

Cecelia K. Gallegos , Mayor

Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	[redacted]
Contractor/Vendor Name (Typed)	*Federal ID Number*
Authorized Signature	*Date Executed*
Cecelia K. Gallegos, MAYOR	
Name and Title of Person Signing (Typed)	

CONTRACTOR CERTIFICATION CLAUSES *Source: State of California CCC 04/2017*

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State and Fresno-Madera Area Agency on Aging agreements if the department determines that any of the following has occurred: the Contractor has made false certification,

or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State and the Fresno-Madera Area Agency on Aging for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of

Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Area Plan Terms and Conditions Agreement, Article V, Section H, Information Confidentiality and Security requirements as outlined in the contract.

APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Article V, Section H of the Area Plan Terms and Conditions Agreement:

☑ Is in full compliance with the 128 Encryption requirements

☐ Is *not* in compliance with the 128 Encryption requirements and will achieve compliance by _____

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Cecelia K. Gallegos , MAYOR

Vendor Printed Name | Title

Vendor Signature | Date

City of Madera - Congregate Nutrition Site Mgnt. 26-0147

Program Name | Contract Number

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

1. **Review Article XIV of this Agreement (Audit Requirements).**

2. Place an **X** in the appropriate box below:

☐ An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

☑ An independent audit shall be performed and a copy submitted to the Agency on Aging.

☐ All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2026
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***

- Title III E Monthly Report of Expenditures

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***

- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report and FMAAA 32, *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging***
  - Due by July 15th with exception of HICAP
    - HICAP Financial Closeout Report for federal and State funds from April 1-March 31 due by April 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)*

Due 7th working day of month:

- **Title III D Health Promotion – Evidence-Based**
- **Title III E Family Caregiver Support Program**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**

Due 15th of each month:

- **Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

Due 17th of month:

- **Title III B Legal Assistance**

*Monthly Title III C Elderly Nutrition Program Reports

Due 7th working day of month:

- Q Monthly Service Roster with client signatures and a "1" entered for in date column for each meal served
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed each new fiscal year)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

See Policy and Procedure Manual, provided to Site Coordinator, for full instructions.

Quarterly Reports

Due 15th of month following reporting period:

- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

- ***Due 17th of month following reporting period:***
- **Title III B California Legal Services** Quarterly Client and Case Data Export Excel Files

Due 30th of month following reporting period:

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter.

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 75.205 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.

2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.

3. Denial of an application to provide services when any of the following exist:

a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);

b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;

c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 2037 W. Bullard Ave., #512, Fresno, CA 93711.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
2520 WEST SHAW LANE, SUITE 101A, FRESNO CA 93711
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711

PROGRAM CONTACT LIST FOR SERVICE PROVIDERS
Telephone Number for All Contacts: (559) 214-0299
Fax Number for All Contacts: (559) 243-5918

Jamie Sharma – Ext. 500
Executive Director
Email: jsharma@fmaaa.org

Paul Bustamante – Ext. 501
Director of Finance
Email: pbustamante@fmaaa.org

Hillaree Bennett – Ext. 102
Program Director
Email: hbennett@fmaaa.org

Miles Robinson – Ext. 401
Administrative Manager
Email: mrobinson@fmaaa.org

Amanda Lucas – Ext. 503
Finance Manager
Email: alucas@fmaaa.org

Sarah Santoyo – Ext. 201
Nutrition Program Manager
Email: ssantoyo@fmaaa.org

Sarah Carl – Ext. 502
Clinical Manager
Email: scarl@fmaaa.org

APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 214-0299 (800) 510-2020

Executive Director, Emergency Coordinator, and Public Relations Officer	Jamie Sharma
Office Address:	2520 W. Shaw Lane #101A Fresno, CA 93711
Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 214-0299 Ext. 500

Program Director, Alternate Emergency Coordinator	Hillaree Bennett
Office Address:	2520 W. Shaw Lane #101A Fresno, CA 93711
Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 319-0863

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	2520 W. Shaw Ln. #101A	Fresno, CA 93711
Clovis Senior Center	753 3RD St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Inspiration Park	5770 W Gettysburg Ave	Fresno, CA 93722
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Oasis Adult Day Program	5363 N. Fresno St.	Fresno, CA 93710
Parlier Senior Center	690 S Newmark Ave	Parlier, CA 93648
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Selma Senior Center	2301 Selma St	Selma, CA 93662
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644
Coarsegold Community Center	35610 CA-41	Coarsegold, CA 93614
North Fork Scout Center	33507 Rd. 230	North Fork, CA 93643

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CITY OF MADERA

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) CITY GOVERNMENT

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

205 W 4TH ST

Requester's name and address (optional)

6 City, state, and ZIP code

MADERA, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Anthony R. Forestiere | **Date** 01.08.2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

TITLE III PROGRAM EXHIBIT
Title III C1 – Elderly Nutrition Program Site Management

I. Definitions Specific to Title III Programs:

A. **Program Requirements** is defined as Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC). Comply with all provisions in CCR 7630-7638.13 Elderly Nutrition Program found here: https://www.law.cornell.edu/regulations/california/title-22/division-1.8/chapter-4/article-5

B. **Title III C1 Congregate Nutrition Services** nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)].

1. Be open to the public [45 CFR §1321.53(b)(3)].
2. Not means test [OAA §315(b)(3)].
3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4), 22 CCR §7638.9].
4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f), 45 CFR §75.403(f)].

C. **Title III C2 Home-Delivered Nutrition Services** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.
Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

D. **Eligible Service Population:** is defined as individuals sixty (60) years of age

or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. . [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

a. Individuals eligible to receive a meal at a congregate nutrition site are:
   i. Any older individual
   ii. The spouse of any older individual
   iii. A person with a disability, under age sixty (60) who resides in house facilities occupied primarily by older individuals as which congregate nutrition services are provided.
   iv. A disabled individual who resides at home with an accompanies an older individual who participates in the program.
   v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:
   i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
   ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   iii. An individual with disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including

applicable licensing laws and ordinances related to food service operations and sanitation.

F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for ilities, found in Section 113700 et seq., California Health and Safety Code.

G. **Urban**, all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

H. **Rural:** All territory, population ad housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.

J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.

K. **Individual with a Disability** is defined as a condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: (1) Self-Care, (2) Receptive and expressive language, (3) Learning, (4) Mobility, (5) Self-Direction, (6) Capacity for independent living, (7) Economic self-sufficiency (8) Cognitive functioning (9) Emotional Adjustment. Title 22 CCR 7630

L. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

II. Scope of Work

The service provider is charged with providing site management services to the "eligible service population" within the service provider's area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. Assurances

1. The service provider will comply with all the Program Requirements

and those required under the California Retail Food Code (CRFC).

2. Meal Count Allocation

   a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.

   b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site's assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

   c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

   In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual provided to the service provider's site coordinator, the service provider will:

   a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;

   b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;

   c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals;

   d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;

e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);

f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;

g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.

i. Recruit volunteers and paid staff, as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided annually for all volunteer food service staff, to include, at a minimum:

   i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.

   ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

j. Identify and make known available services to eligible individuals through outreach efforts in their community;

k. Attend Agency on Aging Site Management in-service training meetings as required;

l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;

m. Procure and maintain food service and cleaning supplies inventories;

n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;

o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;

p. There shall be, at a minimum, a manger, and a paid staff or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;

q. Have restrooms, lighting, and ventilation which meet the requirements of the CURFFL;

r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;

s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;

t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and

u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

v. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.

w. Post-signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals near the contribution container at each congregate meal site. The guest fee shall cover all meal costs.

B. Additional Assurances

1. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

2. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.

3. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.

4. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to

verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

5. Ensure that recognition on menus, brochures, letters and other forms of promotion state that the Elderly Nutrition Program is supported through funds of the Fresno-Madera Area Agency on Aging.

III. Approved Holidays for Nutrition Sites

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Holiday	Fourth Thursday in November and Friday after Thanksgiving
Christmas Holiday	December 25
New Years Holiday	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Final Monday in May

(Revised June 2024)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2025-2026

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 26-0147

PROGRAM: Title III C1 Congregate Nutrition Program for Older Adults **REVISION NO:**

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. DO NOT USE FOR FUTURE USE ONLY	G. PROGRAM INCOME	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
1. Director	Salary	100.0%	120,577	5.00%				6,029		6,029
2. Administrative Analyst	Salary	100.0%	72,600	5.00%				3,630		3,630
3. Community Services Coor.	Salary	100.0%	63,607	10.00%				6,361		6,361
4. Administrative Assistant	Salary	100.0%	57,264	10.00%				2,863		2,863
5. Senior Site Coor. - MZ	Salary	72.5%	24,734	50.00%	12,367					12,367
6. Senior Site Coor. - KL	Salary	50.0%	17,160	75.00%	12,870					12,870
7. Senior Site Coor.- JPT	Salary	50.0%	17,160	75.00%	12,870					12,870
8. Senior Site Coor. - LM	Salary	50.0%	17,160	75.00%	12,870					12,870
9. Nutrition Aide - PAC	Salary	50.0%	7,920	48.28%	3,824					3,824
10. Nurtition Aide - FAB	Salary	50.0%	7,920	48.28%	3,824					3,824
Total Salaries				*Page 2 Line 1 a ----->*	58,625			18,883		77,508
Total Payroll Taxes				*Page 2 Line 1 b ----->*						
Total Benefits				*Page 2 Line 1 c ----->*						
TOTAL PERSONNEL COSTS				*Page 2 Line 1 ----->*	58,625			18,883		77,508

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2024)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2025-2026

CONTRACTING AGENCY: City of Madera
CONTRACT NO: 26-0147
PROGRAM: Title III C1 Congregate Nutrition Program for Older Adults
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. DO NOT USE FOR FUTURE USE ONLY	C. PROGRAM INCOME	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	58,625			18,883		77,508	
b. Payroll Taxes				1,638		1,638	
c. Employee Benefits & Work. Comp.				12,498		12,498	
1. PERSONNEL COSTS	58,625			33,019		91,644	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. DO NOT USE - FOR FUTURE USE ONLY							
6. PROGRAM/SITE SUPPLIES (**)				6,000		6,000	
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	58,625			39,019		97,644	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	58,625			39,019		97,644	

(Revised June 2024)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2025-2026

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 Congregate Nutrition Program for Older Adults

CONTRACT NO: 26-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	58,625	
2. DO NOT USE - FOR FUTURE USE ONLY		
3. Program Income:		
Current Year Program Income		
Deferred Program Income		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	39,019	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	97,644	
Total from Page 2, Columns F and G	97,644	
Variance (must be zero)	*0*	*0*

(Revised June 2024)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2025-2026

CONTRACTING AGENCY: City of Madera CONTRACT NO: 26-0147

PROGRAM: Title III C1 Congregate Nutrition Program for Older Adults REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by PROGRAM INCOME funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

Exhibit B

BUDGET

Instructions

Please review all instructions before preparing the budget.

The budget forms provided with this contract consist of four pages:

Page 1: *Personnel Budget Detail*

Page 2: *Program Budget by Income Source*

Page 3: *Schedule of Funding Sources*

Page 4: *Schedule of Program/Site Supplies and Equipment Purchases*

These pages are a hard copy of an Excel workbook that the Agency on Aging e-mails to each contracting organization. The workbook contains four separate worksheets, one for each page of the budget.

The following rules apply to all budget pages.

- **Please prepare a single budget for the entire 12-month funding period.** (Please note that the maximum amount of grant funding that can be disbursed will be limited to the amounts and periods shown on page 1 of the contract.)
- Please use the Excel workbook and prepare the budget worksheets in sequence so that formulas (cells in shaded areas) calculate across work.
- If your organization does not have access to Excel, please type all entries. Handwritten budgets are not acceptable.
- If using Excel, please do not make any entries in shaded areas of the budget forms, as they contain formulas.
- Please do not change pre-printed line-item descriptions.
- The following heading must appear on all budget pages:
    - *Contracting Agency*: The legal name of the contracting agency.
    - *Contract No.*: Enter the contract number shown on page 1 of this contract.
    - *Program*: Funding Source (i.e., Title III C1) and Contracted Program (i.e., Nutrition Site Management) shown on page 1 of this contract.
    - *Revision No.*: If providing a revision to a previously approved budget, please enter the revision number.

Definitions:

In-Kind consists of services and/or supplies provided free of charge to your organization from an outside source.

Matching Funds (cost-sharing) means the value of third-party in-kind contributions and that portion of the of a grant-supported project or program not borne by the federal government.[1] Neither costs nor the values of third-party in-kind contributions may count towards satisfying a cost-sharing or matching requirement of a U.S. Department of Health and Human Services grant if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another federal grant, a federal procurement contract, or any other award of federal funds.[2] In other words, matching funds are your share of the program costs plus any in-kind program costs that are not otherwise dedicated to another federal funding source.

Program income cannot be used to meet matching requirements. Program income can only be used to fund the expenses for the respective program for which the program income was received and must be spent before grant funds. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging for Title III B Supportive Services, Title III B (Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition programs are determined as follows: 10 percent of the sum of the grant award plus the minimum matching contributions. This can be quickly computed by dividing the grant amount by nine (9).

Any funds used for the contracted program that meet the definition of "matching funds" should be entered in budget fields that require entry of matching funds.

Non-Matching funds are other federal awards and/or cash or in-kind costs used to match other federal awards.

Deferred Program Income is unspent program income from the prior year contract that have been approved by the FMAAA to be carried forward to the current year contract. A letter must be on file with the FMAAA detailing the program income and requesting approval to carry them forward to the new contract.

Indirect costs are those: a) incurred for a common or joint purpose benefiting more than one cost objective; and b) not readily assignable as a direct cost, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

If your organization has a federally approved Cost Allocation Plan, attach a copy of the plan to the budget. If your organization is charging the contracted program indirect costs based on an internal cost allocation plan (a plan other than a federally approved Cost Allocation Plan), provide a full disclosure of the method used that includes a listing of the types of services/supplies included in the cost allocation plan. This plan must have the prior approval from the FMAAA before being used.

Personnel Costs- Annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must

[1] *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.51.
[2] *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.53.

be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

   1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

   2. Be incorporated into the official records of the non-federal entity;

   3. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

   4. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocations bases; or an unallowable activity and a direct or indirect cost activity.

   5. Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal award must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

Personnel Budget Detail (Budget Page 1 of 4)

Column Label	Column Title	Instructions
A	Position Title	List all paid positions for the contracted program. These positions must agree with those listed under *Staffing* on page 4 of Exhibit E, *Program Narrative*. Use additional copies of page 1 if more than 10 positions. If there are multiple positions with the same title, list them separately and enter a distinguishing description, such as Driver-*Route 1; Driver-Route 2*, etc. Do not enter names of any of the individuals filling the positions.
B	FTE % (40 Hrs=100%)	Full Time Equivalency (FTE) is a percentage of time each position works per week for your organization in total, based on a 40-hour work week (full time); if the individual works 40 hours per week, the FTE % is 100%. If a position works 25 hours per week, the FTE is 62.5% (25 hours divided by 40 hours).
C	Full Annual Salary	Full Annual Salary is the total salary your organization plans to pay this position for all work performed during the contract period. The Total Payroll Taxes (FICA, SUI, FUTA) and Total Benefits (including Workers' Compensation Insurance) should only be listed at the bottom of Columns E through Column I (see page 5 of Instructions, *Total Payroll Taxes* and *Total Benefits*).
D	% of Time on Program	This is the percentage of time this position will work on the contracted program. For example, if a full-time position spends 10 hours per week on the contracted program, the percentage of time on program would be 25% (10 hours divided by 40 hours). If a position works 25 hours per week, and 10 hours of this week is spent on the contracted program, the percentage of time on program would be 40% (10 hours divided by 25 hours). *Note: Current 2 CFR 225 guidelines state that an organization receiving federal funds may budget by estimated percentage; however, the organization must keep adequate records indicating the actual time worked and reconcile cost allocations for personnel to actual time worked periodically during the grant period. This can be achieved by funding positions across differing cost objectives and keeping time logs. Time logs must be certified by the employee and at least one supervisor, and must be available during a fiscal monitoring.*

Personnel Budget Detail (Budget Page 1 of 4) - Continued

Column Label	Column Title	Instructions
E	FMAAA Grant	For each position listed, enter the amount of the grant for the contracted program that will be allocated for each position.
F	DO NOT USE	DO NOT USE - FOR FUTURE USE
G	Program Income	Enter any Program Income that will be applied to listed positions. Must be reported and expended under the same terms and conditions as the program funds from which it is generated.
H	Matching Funds	Enter any matching funds that will be applied to listed positions.
I	Non-Matching Funds	Enter any non-matching funds that will be applied for listed positions.
J	Total Personnel Costs	Total of Columns E through I for each position listed; the result should equal Column C (Full Annual Salary) multiplied by Column D (% of Time on Program).

Personnel Budget Detail (Budget Page 1 of 4) - Continued

Row Label	Instructions
Total Salaries	Total of each column, Columns E through I. The total of all entries on this row is calculated for Column J.
Total Payroll Taxes	Enter the total payroll taxes that are a cost of the contractor (FICA, SUI, FUTA) for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Benefits	Enter the total benefits costs that are a cost of the contractor, including retirement and Workers' Compensation insurance, for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Personnel Costs	The amounts of the rows Total Salaries, Total Payroll Taxes, and Total Benefits are combined for this row. The total of all entries in the Total Personnel Costs row is calculated for Column J.

In-Kind Personnel Costs	
Description of Work Performed	Enter type(s) of work to be conducted by volunteers in support of the contracted program, i.e., "Assist with serving meals."
Number of Volunteers	Enter the number of volunteers that will conduct the type of work listed.
Hours per Volunteer	Number of hours each volunteer performing the work described in the *Description of Work Performed* is expected to work during the contract period.
Total Annual Hours	The number of volunteers multiplied by the hours per volunteer.
Rate per Hour	Indicate the rate per hour the volunteer would have been paid if this had been a paid position. The rate should be reasonable, determined by the prevailing rate per hour for the position in the service area.
Total In-Kind	The Total Annual Hours multiplied by the Rate per Hour. The grand total of this column is carried forward to Page 2 of the budget (Line 1, Column G).

Program Budget By Income Source (Budget Page 2 of 4)

General Instructions:

For Categories 1 through 7, enter the costs that are directly incurred by the contracted program.

Allocate the cost for each line item in Categories 1 through 7 to the appropriate column that indicates the revenue source that is expected to fund the cost.

Costs placed in Column G, *In-Kind Match*, consists of services and/or supplies provided free of charge to your organization from an outside source (see instructions, page 2, *In-Kind*).

Row Label	Row Title	Instructions
1.a – 1.c	Salaries & Benefits	Entries carry over from page 1 (Total Salaries, Total Payroll Taxes, and Total Benefits for each revenue source and Total In-Kind).
2.a	Staff Travel	Estimate the total number of miles to be reimbursed to personnel for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.b	Volunteer Travel	Estimate the total number of miles that will be reimbursed to volunteers for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.c	Training	Calculate the cost for any training seminars, conference fees, and staff development costs expected to be incurred for the contracted program during the contract period.
3	Equipment Purchase	Enter the approximate cost of any equipment, including any networkable equipment, needed for the contracted program during the contract period. Any single or individual item with a cost in excess of $500, including sales tax, delivery, and installation or any computing devices regardless of cost, will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California. In accordance with federal purchasing rules, FMAAA recommends that contractors obtain three quotes for each piece of equipment purchased that is expected to cost in excess of $500.

Program Budget By Income Source (Budget Page 2 of 4) - Continued

Row Label	Row Title	Instructions
4	Consultants	Enter the cost of professional and consultant services to be rendered by persons or organizations that are members of a particular profession or possess a special skill, i.e., legal, audit, etc.
5	DO NOT USE	DO NOT USE - FOR FUTURE USE ONLY
6	Program/Site Supplies	This cost category includes small cost items necessary to operate the program, and does not include office supplies. Examples for nutrition providers: Small kitchen utensils, napkins; condiments for nutrition providers. Example for medication management providers: Pill boxes. Any single or individual item with a cost in excess of $100 will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases.
7.a-7.m	Other Costs	These line items include any other "direct" costs attributable to the program. Facilities, operating expenses, and other ordinary and necessary costs specified for each funding source.
7.n-7.o	Other Costs	Check with the FMAAA before making entries. These line items are typically used for costs not listed in lines 7.a.-7.m, such as Expendable Equipment. If lines 7.n-7.o are used, enter a description of the costs in the Category column.
8	Indirect Costs	Enter any indirect costs, and attach a narrative (see page 2 of Instructions, Indirect Costs.)
---	Total Costs	The sum of Total Direct Costs and Total Costs.

Schedule of Funding Sources (Budget Page 3 of 4)

Row Label	Row Title	Instructions
1	FMAAA Grant	The total amount of the FMAAA grant award for the contracted program from page 1 of the contract. This should also equal the Total Costs for Column A from page 2 of the budget form.
2	DO NOT USE	DO NOT USE – FOR FUTURE USE ONLY
3	Program Income: Current Year Program Income	Enter Program Income that are expected to be received during the current year.
3	Program Income: Deferred Program Income	Enter any Program Income that the FMAAA has approved for deferral (see page 2 of instructions, *Deferred Program Income*).
4.a - 4.d	Matching Funds - Cash and In-Kind (List Source)	See page 2 of instructions, *Matching Funds* and *In-Kind*. List all sources separately, i.e., City/County General Funds, United Way, etc., in appropriate column (Cash or In-Kind). If the funding is from a source of mixed funds (e.g. combination of both Federal and State funds), please verify that no Federal funds are being used. Any amounts shown in column C (In-Kind) that are not for volunteer services must have a full description of the formula used to calculate the amount.
5.a – 5.d	Non-Matching Funds [Federal Funds/Other Program Match] – (List Source)	List all Non-Matching fund sources separately (see page 2 of instructions, *Non-Matching Funds*).
6	Total Costs	Totals for Column B, Cash, and Column C, In-Kind.
--	Total from Exhibit B, Page 2, Columns F and G	Total of Column B, Cash, must agree with the Total of Column F on page 2 of the budget. Total of Column C, In-Kind, must agree with the Total of Column G on Page 2 of the budget.

Schedule of Program Supplies and Equipment Purchases (Budget Page 4 of 4)

Row Label	Row Title	Instructions
1	Purchases for Program/Site Supplies exceeding $100 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of $100 including any appropriate sales tax, shipping and installation costs, etc. Total amount should not exceed the budgeted amount(s) on Budget Pg 2 – Line 6 Program/Site Supplies.
2	Purchases for Equipment Purchase exceeding $500 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of $500 including any appropriate sales tax, shipping and installation costs, etc. as well as any computing devices regardless of cost. Total amount must equal the budgeted amount(s) on Budget Pg 2 – Line 3 Equipment Purchase. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM:	Elderly Nutrition Program Site Management
SERVICE PROVIDER:	
CONTRACT NUMBER:	
SITE:	
CONTRACT EFFECTIVE:	Date of FMAAA Executive Director Signature on Page 2 to June 30, 2026

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
☑	City Government	☐	Non-Profit 501(c)(3)
☐	County Government	☐	For-Profit
☐	Joint Powers Authority (JPA)	☐	Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Frank Bergon Senior Center	40+
Pan-American Senior Center	25+

2. SERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
238 S. D Street	Madera	93638
703 E. Sherwood Way	Madera	93638

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

EXHIBIT E
PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera acquired a translation technology system from an Institute of Local Government (ILG) grant. The system is offered to residents at council meetings and other large community gatherings. Fifty such devices are available for special presentation to the senior populations; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
Several staff members are fluent in Spanish which is the other commonly spoken language. If other languages are needed, staff is available upon request.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
All verbal discussion pertaining to confidential information is held in private. Most commonly in a closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
All records are kept in locked file cabinets and secured in a designated area. Confidentiality is continually stressed at staff meetings/trainings and no information is provided without the director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
Description of Site Management Program: Site management is provided at the City of Madera senior sites for the Senior Nutrition Meal Program. Oftentimes, this is the first opportunity a new senior participant must associate with a senior center. The object is to serve a nutritious hot meal to seniors aged 60+ during the weekdays (excluding holidays and special events). Senior site coordinators (program leaders II) are responsible for food safety awareness and guidelines as set forth by the nutrition-registered dietitian. There is also an opportunity to foster nutrition and health education programs and have guest speakers/presentations.

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?
The City of Madera senior sites partnered with the Madera County Health Department to provide health and wellness presentations. Seniors were offered health screenings and referrals upon request.

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.
The City of Madera senior sites collaborated with the Madera County Food Bank to host monthly food distributions for older adults. During the summer months, the Food Bank also provided weekly deliveries of fresh fruits and vegetables to the centers.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the most recent year services were provided. Do not use real names.
After experiencing the loss of a spouse, a widowed senior faced feelings of loneliness and isolation. After attending the senior center lunch program and meeting new friends, a sense of connection and belonging began to grow. Sharing a meal in a warm and welcoming environment has helped them feel supported.

EXHIBIT E
PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Joseph Hebert	Director, Parks and Community Services Department
Gabriela Salazar	Administrative Analyst
Olga Olivia Garcia	Community Program Coordinator
Mercedes Bravo	Administrative Assistant
Marcella Zamilpa	Senior Site Coordinator
Karime Lopez	Senior Site Coordinator
Jessica Perez Tynes	Senior Site Coordinator
Lauren Magdaleno	Senior Site Coordinator
PAC - TBD	Senior Nutrition Aides
FAB - TBD	Senior Nutrition Aides

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Joseph Hebert	Director, PCS
Name	*Title*

(559) 661-5495	jhebert@madera.gov
Telephone Number	*E-mail Address*

***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

EXHIBIT E
PROGRAM NARRATIVE

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-F	9am	2pm
Pan-American Community Center	M-F	9am	2pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
January	1/1, 1/2, 1/15	19
February	2/13	19
March	3/17	21
April	4/20	21
May	5/5, 5/8	19
June	6/12, 6/19	20
July	7/3	21
August	8/14	22
September	9/3, 9/16	22
October	10/12, 10/30	20
November	11/11, 11/26, 11/27	18
December	12/24, 12/25	21
Total Days of Contracted Service to be Provided under this Agreement:		243

EXHIBIT E
PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the performance during the most recent year services were provided, identify areas that your organization could focus on for improvement of the contracted program.
One of the key focus areas of our program is improving outreach to homebound seniors. To support this effort, we are partnering with local service delivery agencies, such as the Madera County Health Department. Through this partnership, seniors are referred to our centers, and we follow up by contacting them directly to determine how we can best assist them with the services they need.

How would participants of the contracted program benefit from these improvements?
The participants of the program will benefit by attending a safe and welcoming environment filled with leisure, educational, nutritional, health & wellness opportunities for the senior population.

Describe the specific steps your organization will take to make these improvements during the current funding period.
Update the staff training matrix for continued staff development in best practices. Continue to research and develop quality programming for the Aging. Continue to survey the current participants. Develop and conduct an outside survey for the non-participanting seniors.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
Assessments via written survey

EXHIBIT E
PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

How does your organization reach **older adults in greatest economic need** *(income level at or below the Federal Poverty Level)* to inform them of the contracted program and welcome them to participate?
Senior nutrition program information will be listed in the department activity calendars and activity calendars are disseminated at rural commodities and food distribution locations. As well as, our department and city social media accounts.
How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?
Senior nutrition program information will be listed in the department activity calendars and activity calendars are disseminated at rural commodities and food distribution locations. As well as, our department and city social media accounts.
How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
In the past, we have reached out to gayfresno which serves Madera area. Staff will research and update once completed.
How does your organization reach **older adults who are ethnic minorities,** and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Distribution of nutrition menus and Activity calendars to all commodities and food distribution locations in Spanish.

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?
Staff will forward all menu and activity calendars to the Chukchansi Development Center.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
All information is available in Spanish upon request
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
Senior nutrition program information will be listed in the department activity calendars and activity calendars are disseminated at rural commodities and food distribution locations. As well as, our department and city social media accounts
How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
Senior nutrition program information will be listed in the department activity calendars and activity calendars are disseminated at rural commodities and food distribution and the Special Needs Center (Heartland) locations. As well as, our department and city social media account.
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain disfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?
Senior nutrition program information will be listed in the department activity calendars and activity calendars are disseminated at rural commodities and food distribution and the Fresno/Madera Alzheimer's Association locations. As well as, our department and city social media account.

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan-American Community Center
Street Address	703 E. Sherwood Way
City/ST/Zip	Madera, Ca 93638

Name of Primary Contact:		Marcella Zampila	
Job Title	Cell Phone	Office Phone	Email Address
Site Coordinator		(559) 675-2095	mzampila@madera.gov

Name of Secondary Contact:		Karime Lopez	
Job Title	Cell Phone	Office Phone	Email Address
Site Coordinator		(559) 673-4293	klopez@madera.gov

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB or Ham Radio
x	Emergency First Aid	x	Internet Access
x	Cooking Facilities	x	Spanish Translation
x	Distribution Site for Food & Water		Sign Language Translation
	Counseling Services		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	✓	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	✓	
Following a major disaster, can this site help transport older individuals to disaster services?		✓
Does this site have a dedicated vehicle that is lift-equipped?		✓
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	✓	

How many people can this facility provide emergency shelter for?	125
How many days can this facility function using its back-up power source?	n/a
How many gallons of water are stored on-site as an emergency supply?	5

Please list any additional services your site can provide in the event of a disaster:
none

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 S. D Street
City/ST/Zip	Madera, Ca 93638

Name of Primary Contact:		Karime Lopez	
Job Title	Cell Phone	Office Phone	Email Address
Site Coordinator		(559) 673-4293	klopez@madera.gov

Name of Secondary Contact:		Marcella Zampila	
Job Title	Cell Phone	Office Phone	Email Address
Site Coordinator		(559) 675-2095	mzampila@madera.gov

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB or Ham Radio
x	Emergency First Aid	x	Internet Access
x	Cooking Facilities	x	Spanish Translation
x	Distribution Site for Food & Water		Sign Language Translation
	Counseling Services		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	✓	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	✓	
Following a major disaster, can this site help transport older individuals to disaster services?		✓
Does this site have a dedicated vehicle that is lift-equipped?		✓
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	✓	

How many people can this facility provide emergency shelter for?	125
How many days can this facility function using its back-up power source?	n/a
How many gallons of water are stored on-site as an emergency supply?	5

Please list any additional services your site can provide in the event of a disaster:
none

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
205 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
[redacted]

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:

> "...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

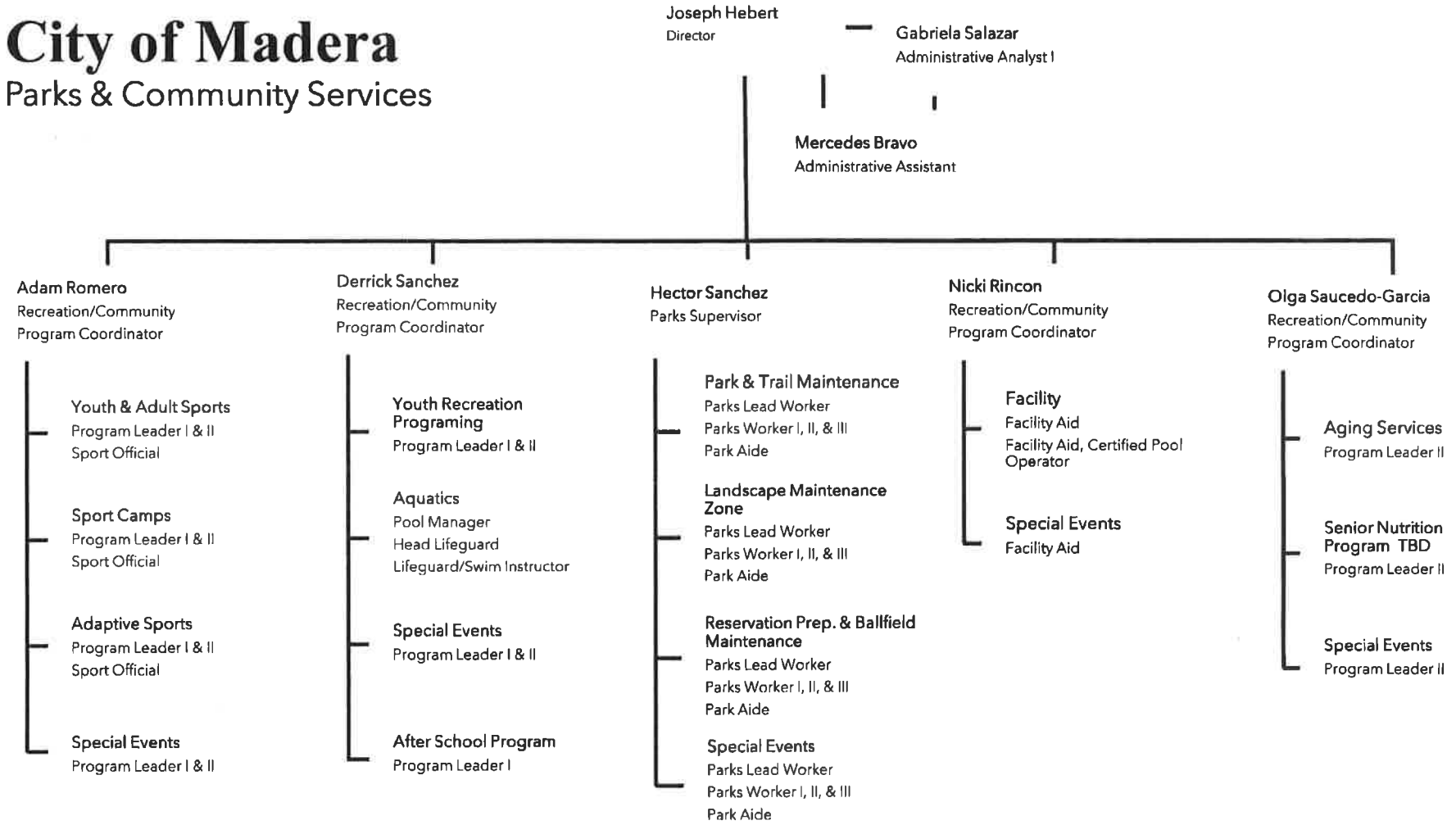
Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

City of Madera

Parks & Community Services



CITY OF MADERA

DIRECTOR OF PARKS AND COMMUNITY SERVICES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Parks and Community Services Department which includes parks maintenance, facilities, recreation, golf course, senior services and transportation programs; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Parks and Community Services** is a department head level class responsible for the overall administration and operation of the Parks and Community Services Department including parks maintenance, facilities, recreation and leisure programs, golf course maintenance and operations, senior services and transportation. This classification is distinguished from the next lower classifications of Parks Manager, Community Programs Manager, Recreation Programs Manager and Golf Course Superintendent by having overall responsibility for all parks, recreation, golf and senior services program activities for the City.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Administrator. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Parks and Community Services Department activities and services including activities associated with parks and facilities maintenance, recreation and leisure program activities, golf course operations and maintenance, transportation and a variety of services provided to seniors throughout the county.

- Develops, implements and maintains Parks and Community Services Department goals, objectives, policies and priorities for appropriate service areas; ensures that established goals and priorities are achieved.

- Plans, directs and coordinates the Parks and Community Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluate work methods and procedures; identifies and resolves problems and/or issues.

- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Oversees the selection, training and evaluation programs for all department personnel and program contractors; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline and/or termination procedures.

- Inspects and evaluates the adequacy of existing parks, median maintenance, and grounds maintenance activities, community recreation and leisure services program components, golf course operations and maintenance, senior programs including social, leisure and nutritional services and prepares recommendations for budgets and grants; may oversee construction projects for facilities modifications or construction.

- Manages and coordinates the development of the Parks and Community Services Department's budget; monitors and approves expenditures; advises appropriate program personnel on budget matters; makes adjustments to the budget as is necessary; directs the collection of recreation related fees, charges and lease agreements for City facilities and parks.

- Provides staff assistance to the Parks and Recreation Advisory Community, Transit Advisory Committee, Council on Aging, Assessment Districts and other advisory commissions and boards as assigned.

- Meets with public groups, clubs, organizations and agencies to explain and promote recreational and senior activities and programs.

- Presents, justifies and defends programs, operations and activities; negotiates and resolves controversial program issues.

- Represents the Parks and Community Services Department to other departments and organizations; coordinates department activities with City programs and organizations.

- Serves as a resource for program personnel, assessment districts, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Attends and participates in professional, and community meetings as necessary; stays current on issues relative to the field of recreational services, seniors' programs and parks management; responds to and resolves sensitive and complex community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard.

Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Parks and Community Services**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of program administration experience in municipal recreation, leisure, senior services and parks activities, including at least three in a responsible management or supervisory capacity, and a Bachelor's degree in public administration, recreation administration or a closely related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices and techniques of parks, recreation, golf course, senior services and transportation administration, organization and operation; common recreational and social needs of various age groups; principles and practices of parks and facilities operations and maintenance; principles of assessing senior citizens' needs and designing programs to meet those needs; principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs throughout the community; principles and methods of program planning and evaluation; participation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; principles and practices of budget administration; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Parks and Community Services Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop and administer a recreation and senior development program suited to the needs of the community; operate and maintain a variety of parks and sports facilities; plan, organize, coordinate and direct the development and implementation of recreation programs; properly interpret and make decisions in accordance with laws, regulations and policies; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

JOSEPH S. HEBERT

[redacted]

STRATEGIC BUSINESS MANAGEMENT EXECUTIVE

OPERATIONAL LEADERSHIP / BUILDS & LEADS STRONG TEAMS / GLOBAL BUSINESS EXPERIENCE

- Articulate, ambitious, and results-driven Business Management Executive with broad-based expertise leading effective business strategy, performance, and cross-functional team leadership in support of multi-million-dollar organizations, with focused expertise in operations management.
- Expertise in leading teams of cross-functional professionals in the implementation of effective operational strategies that decrease costs while improving efficiency, productivity, and effectiveness; successfully executes complete responsibility for facets of business that include Procurement, Strategic Partnerships, and Project Management.
- An effective communicator who leverages true passion and an unwavering commitment to excellence to launch, build, and lead high-performing workgroups, consistently delivering positive outcomes in challenging and highly competitive markets.

CORE COMPETENCIES

- Seasoned Business Leadership
- Driving Revenue Growth
- partnership development staff leadership and Fund-Raising Efforts
- Sound ability to lead and motivate staff and volunteers
- Build Brand Awareness
- Liaison between Board Members and Staff
- Financial Management
- Effective Mission Evangelist
- Grant Writing and Administration
- Outstanding oral, written, and public speaking skills

PROFESSIONAL HISTORY

2022 to Present: City of Madera, Madera CA
Director Parks and Community Services

Oversees the planning, directing, and evaluating of activities, programs, and operations of the department, including the strategic planning, coordination, and implementation of overall division and department policies, goals, objectives, and procedures.

Monitors evaluates, and implements measures to increase the efficiency, effectiveness, and quality of service delivery methods and operations within various programs.

Represents the Parks and Recreation Department to other departments, divisions, elected officials, agencies, and other external stakeholders; explains and interprets Parks and Recreation Department programs, policies, and activities.

Develops the overall business plan for the division; establishes performance standards and objectives, measures and evaluates performance outcomes and continually increases operational efficiencies for the division.

Collaborates with employees, public and private organizations, community groups, and other organizations; provides information and assistance regarding parks and recreation programs and services.

Participate on a variety of committees and task forces; attend and participate in professional group meetings, stay abreast of new trends and innovations in the field of parks and recreation

Manages the selection, training, supervision, and evaluation of staff;

Responsible for negotiating, approving, and monitoring contractual agreements with other agencies, organizations, and contractors.

Assists in managing and participates in the development and administration of the Parks and Recreation Department's operating and capital improvement budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approving expenditures; directs the preparation of and implement budgetary adjustments as necessary.

Ensures the delivery of quality, customer-focused services with a commitment to continuous work improvement and exemplary public service.

2021 to 2022: City of Madera, Madera CA
CBDG Program Manager/Interim - Grant Administrator

Manages and supervises a team of Program Managers and analysts, overseeing grants related to CBDG, Transit, and other city-related entities.

- Completed FY 21 City of Madera Action Plan and FY 20/21 Consolidated Annual Action Plan
- Launched an online platform for Grant sub-recipient performance tracking and reporting.
- Saved $50K in Consulting fees.

2020 to 2021: Pacific Scientific, EMC, Hollister CA
Sr. Supply Chain Manager

Managed and supervised a team of buyers, supply chain specialists, and procurement engineers supporting defense department programs and customers.

- Budgetary and spending oversight $146M.
- Contract, drafting, management, and negotiations with Government and commercial customers and suppliers.
- Achieved 6% PPV for FY20
- Awarded Most Improved Purchasing team within Fortive Corporation – January 2021

2018 to 2019: Comprehensive Addiction Program Inc., Fresno CA
Executive Director

Operational and visionary leader for all organizational aspects of the nonprofit mission. Duties and accomplishments include but not limited to the following:

- Supervised all programs, services, and operations.
- Evaluate trends in needs and gaps and develop programs to meet those needs.
- Set annual goals and objectives.
- Ensures a therapeutic milieu by the SUD practices.
- Develops and maintains collaborative relationships with community partners and elected government officials.
- Clinical and Program Team Oversight
- Ensures internal audits and reviews of documentation and protocols are conducted which includes but is not limited to auditing client charts, internal databases, external databases (compliance with all contracts), safety protocols, grant reports, fiscal controls, etc.
- Collaborates with the organization's Fiscal and Accounting departments and oversees fiscal management and budget tracking to ensure the site is not operating in a deficit.
- Collaborates with the organization's Human Resources and Payroll departments and oversees employee recruitment, training, retention, performance evaluations, and time tracking.
- Oversees site fundraising, communications, and community development in collaboration with the organization's Development & Communications department.
- Supervises and provides oversight for facility maintenance.

2011 to 2018: Schneider Electric, Clovis, CA
Director of Purchasing, Buildings Business Unit

Lead all vision, strategy, and execution for purchasing for the Buildings Business Unit of this global specialist in energy management with operations in more than 100 countries, with a focus on administering all procurement activity associated with video surveillance equipment.

- Promoted to a leadership role following the acquisition of Pelco by Schneider Electric in 2010 with a mandate to build a purchasing team formed to operate collaboratively with the corporate global supply chain organization.
- Maintains supervisory authority over a team of 12 New Product Introduction Buyers, OEM/ODM Buyers, Strategic Sourcing Managers, and Procurement Engineers engaged in the acquisition of parts from domestic and global suppliers valued at $136MM each year.

> *"Joe is an incredibly talented businessperson, with good clear strategic thinking and is an unflappable negotiator."*
>
> **Paul B., Director of Engineering, Hardware**
> **Schneider Electric, Buildings Business Unit**

EDUCATION

Master of Public Administration Degree – SAN JOSE STATE UNIVERSITY

Bachelor of Arts Degree in Political Science/Sociology – SAN JOSE STATE UNIVERSITY

MADERA CITY COUNCIL

Arnoldo Rodriguez, City Manager

2025 City of Madera Council Members

- 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

2025 EVENTS

Follow us on social for the latest! @maderapcs

COMMUNITY

Spring Fishing Derby 5:30 A.M. - 10:00 A.M.	MAR 22
Relay for Life 24 HOUR EVENT - STARTS AT 9:00 A.M.	APR 26
Family Picnic Day 9:00 A.M. - 11:00 A.M.	JUN 07
4th of July Golf Tournament STARTS AT 8:00 A.M.	JUL 04
Movies in the Park STARTS AT DUSK	JUL-AUG FRIDAYS
Traffic Event 11:00 A.M. - 12:30 P.M.	AUG 23
Fall Fishing Derby 5:30 A.M. - 10:00 A.M.	SEP 13
Old Timers Parade 10:00 A.M. - 12:00 P.M.	TBD
Fall Movies in the Park STARTS AT DUSK	OCT 03
Madera Eats Spooktacular 6:00 P.M. - 9:00 P.M.	OCT 18
Halloween Event 6:30 P.M. - 8:30 P.M.	OCT 26
Community Clean-up 5:00 P.M. - 8:00 P.M.	TBD
Pomegranate Festival STARTS AT 10:00 A.M.	NOV 01
Winter Movie Event STARTS AT 7:00 P.M.	DEC 12
Jolly Trolly & Winter Wonderland 5:00 P.M. - 9:00 P.M.	DEC 19
Light Parade 6:00 P.M. - 9:00 P.M.	TBD
Madera Eats TBD	TBD

SENIOR

New Year's Celebration 11:00 A.M. - 1:00 P.M.	JAN 03
Valentine's Sweetheart Luncheon 11:00 A.M. - 1:00 P.M.	FEB 14
St. Patrick's Day Dance 5:00 P.M. - 8:00 P.M.	MAR 14
Spring Fling Dinner Dance 5:00 P.M. - 8:00 P.M.	APR 11
Mother's Day Luncheon 11:00 A.M. - 1:00 P.M.	MAY 09
Aging Expo 10:00 A.M. - 1:00 P.M.	MAY 13
Mental Health & Wellness Walk 9:00 A.M. - 11:30 A.M.	TBD
Father's Day BBQ 11:00 A.M. - 1:00 P.M.	JUN 09
Family Picnic Day 11:00 A.M. - 1:30 P.M.	JUN 07
Splash Bash Swim & BBQ 10:30 A.M. - 1:00 P.M.	AUG 06
Mexican Independence Day 11:00 A.M. - 1:00 P.M.	SEP 16
Halloween Spooktacular 11:00 A.M. - 1:00 P.M.	OCT 31
Thanksgiving Luncheon 11:00 A.M. - 1:00 P.M.	NOV 24
Breakfast with Santa 11:00 A.M. - 1:00 P.M.	DEC 17

The City of MADERA

Parks Make Life Better!

March 2025

Pan-American Community Center

703 Sherwood Way - Madera, CA
Monday-Friday 9 am - 2pm
(559) 675-2095

Sun	Mon	Tue	Wed	Thu	Fri	Sat
DAY TRIPS ARE SUBJECT TO CHANGE (MUST RSVP))						1
2	3 9-10 Coffee/News 9:15-10:15 Walking Class 10-10:30 Chair Yoga 11-11:45 Tech Class 11:30-1 Pickleball	4 9 -10 Coffee/News 10 -10:30 Chair Yoga 11 -12:30 Movie 12 -1 Weight Training	5 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1:00 Pickleball 12:30-1:30 Knit 'N' Knots	6 9 -10 Coffee/News 10-10:30 Weight Training 11:15-12:15 Bingo	7 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	8
9	10 9 -10 Coffee/News 9:15-10:15 Walking Class 10-10:30 Chair Yoga 11-11:45 Tech Class 11:30-1:00 Pickleball	11 9 -10 Coffee/News 10-10:30 Chair Yoga 11-12:30 Movie 12:-1 Weight Training	12 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1 Pickleball 12:30-1:30 Knit 'N' Knots	13 9 -10 Coffee/News 10-10:30 Weight Training 9 AM - 1:30 PM **Fresno Chaffee Zoo** 11:15-12:15 Bingo	14 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	15
16	17 ST. PATRICK'S DAY Party	18 9 - 10 Coffee/News 10-10:30 Chair Yoga 11-12:30 Movie 12-1 Weight Training	19 **CLOSED JOIN US AT FRANK BERGON SENIOR CENTER FOR AN EVENT REGARDING LOCAL DISABILITY ACTION PLAN @ 10:00 AM (LUNCH INCLUDED)**	20 9 -10 Coffee/News 10-10:30 Weight Training 11:15-12:15 Bingo	21 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	22
23	24 9 -10 Coffee/News 9:15-10:15 Walking Class 10-10:30 Chair Yoga 11-11:45 Tech Class 11:30-1:00 Pickleball	25 9 -10 Coffee/News 10-10:30 Chair Yoga 11-12:30 Movie 12:-1 Weight Training	26 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1 Pickleball 12:30-1:30 Knit 'N' Knots	27 9 -10 Coffee/News 10-10:30 Weight Training 9 AM-1:30 PM Day Trip **Japanese Garden** 11:15-12:15 Bingo	28 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	29
30	31 9 -10 Coffee/News 9:15-10:15 Walking Class 10-10:30 Chair Yoga 11-11:45 Tech Class 11:30-1:00 Pickleball					

Fitness Classes

Bailoterapia
M, W, & F
9 -10 am

Walking Class
M & F
9:15-10:15 am

Chair Yoga
M & W
10- 10:30 am

Pickleball
M & W
11 am-1 pm

APRIL 2025

Parks Make Life Better!

Pan-American Community Center

703 Sherwood Way - Madera, CA
Monday-Friday 9 am - 2pm
(559) 675-2095

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	DAY TRIPS ARE SUBJECT TO CHANGE (MUST RSVP))	1 9 -10 Coffee/News 10:00 -10:30 Chair Yoga 11:00-12:00 Movie 12:00-1:30 Weight Training	2 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1:00 Pickleball 12:30-1:30 Knit 'N' Knots	3 9 -10 Coffee/News 10:00-10:30 Weight Training 11:15-12:15 Bingo	4 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	5
6	7 9-10 Coffee/News 9:15-10:15 Walking Class 10:00 -10:30 Chair Yoga 11-11:45 Tech Class 11:30-1 Pickleball	8 9 -10 Coffee/News 10:00 -10:30 Chair Yoga 11:00-12:00 Movie 12:00-1:30 Weight Training	9 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1:00 Pickleball 12:30-1:30 Knit 'N' Knots	10 Closed Due to Pismo Trip	11 Friday Night Dinner Dance 5-8 pm	12
13	14 9-10 Coffee/News 9:15-10:15 Walking Class 10:00 -10:30 Chair Yoga 11-11:45 Tech Class 11:30-1 Pickleball	15 9 -10 Coffee/News 10:00 -10:30 Chair Yoga 11:00-12:00 Movie 12:00-1:30 Weight Training	16 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1:00 Pickleball 12:30-1:30 Knit 'N' Knots	17 9 -10 Coffee/News 10:00 -10:30 Weight Training 11:15-12:15 Bingo	18 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	19
20 Happy Easter	21 9-10 Coffee/News 9:15-10:15 Walking Class 10:00 -10:30 Chair Yoga 11-11:45 Tech Class 11:30-1 Pickleball	22 9 - 10 Coffee/News 10:00 - 10:30 Chair Yoga 11:00-12:00 Movie 12:00-1:30 Weight Training	23 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1 Pickleball 12:30-1:30 Knit 'N' Knots	24 9 -10 Coffee/News 10:00 -10:30 Weight Training 9 AM-1:30 PM **Day Trip - Maya Movies Theatre** 11:15-12:15 Bingo	25 9 -10 Coffee/News 9:15-10:15 Walking Class 10:15-11:15 Tai-Chi 10:30-1:30 Karaoke	26
27	28 9-10 Coffee/News 9:15-10:15 Walking Class 10:00 -10:30 Chair Yoga 11-11:45 Tech Class 11:30-1 Pickleball	29 9 -10 Coffee/News 10:00 -10:30 Chair Yoga 11:00-12:00 Movie 12:00-1:30 Weight Training	30 9 -10 Coffee/News 11:15-11:45 Nail Salon 11:30-1:00 Pickleball 12:30-1:30 Knit 'N' Knots			

Activity Schedule

Parks Make Life Better!

MAY 2025

Frank A. Bergon Center

238 S. D Street - Madera, CA
Tues., Weds., & Thurs., - 1:30 pm
(559) 673-4293

Sun	Mon	Tue	Wed	Thu	Fri	Sat
DAY TRIPS ARE SUBJECT TO CHANGE (RSVP Required)				1 9 -10 Coffee & News 10:30-11 Weight Training 11:15-12:15 Bingo **Day Trip - Picnic Woodward Park**	2 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12-1 Movie **Friday Dinner Dance 5-8 PM**	3
4	5 CINCO de MAYO	6 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	7 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12: -1 Arts & Crafts	8 9-10 Coffee/News 10 -10:30 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12 -1 Bingo	9 Celebrate all Moms	10
11	12 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke	13 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	14 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12 -1 Arts & Crafts	15 9-10 Coffee/News 10-1 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12-1 Bingo	16 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12-1 Movie	17
18	19 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke	20 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	21 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12 -1 Arts & Crafts	22 9 -10 Coffee & News 10:30-11 Weight Training 11:15-12:15 Bingo **Day Trip - Herndon Shopping Center**	23 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12 -1 Movie	24
25	26 CLOSED HAPPY MEMORIAL DAY	27 9 -10 Coffee/News 10 - 10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	28 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12 -1 Arts & Crafts	29 9-10 Coffee/News 10 -1 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12 -1 Bingo	30 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12 -1 Movie	31

Activity Schedule

Friday Night Dinner Dance
May 2, 2025
5-8pm

Cinco De Mayo Party
May 5, 2025
10-1:30 PM

Mother's Day Celebration
May 9, 2025
10-12 PM

Walking Class
Tuesdays
12-12:30 PM

Chair Yoga
Tuesdays
10-10:30 AM

Weight Training
W & TH
10:30-11 AM

Parks Make Life Better!

JUNE 2025

Frank A. Bergon Center
238 S. D Street - Madera, CA
Monday - Friday 9am-2pm
(559) 673-4293

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke	3 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	4 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12: -1 Arts & Crafts	5 9-10 Coffee/News 10 -10:30 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12 -1 Bingo	6 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12-1 Movie	7
8	9 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke	10 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	11 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12: -1 Arts & Crafts	12 9-10 Coffee/News 10 -10:30 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12 -1 Bingo	13 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12-1 Movie	14
15	16 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke	17 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	18 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12 -1 Arts & Crafts	19 9-10 Coffee/News 10-1 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12-1 Bingo	20 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12-1 Movie	21
22	23 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke	24 9 -10 Coffee/News 10-10:30 Chair Yoga 10:30 -11 Nail Salon 11 -11:45 Tech Class 12 -12:30 Walking Class	25 9 -10 Coffee/News 10:30-11 Weight Training 11 -11:45 Tech Class 11:30-12:30 Nail Salon 12 -1 Arts & Crafts	26 9-10 Coffee/News 10 -10:30 Billard's, Cards and Board Games 10:30 - 11 Weight Training 12 -1 Bingo	27 9-10 Coffee/News 10:30-11 Art's & Crafts 11:30-12 Loteria 12 -1 Movie	28
29	30 9-10 Coffee/News 10:15-10:45 Art's & Crafts 11 -1 Karaoke					

Activity Schedule

Father's Day
Celebration
Friday, June 13th
11:45 am - 12:30 pm

Walking Class
Tuesdays
12-12:30 PM

Chair Yoga
Tuesdays
10-10:30 AM

Weight Training
W & TH
10:30-11 AM

LUNCH IS SERVED
M-F @ 11:30 a.m.
Participants must be at least 60 years old and must reserve lunch by 10:30 a.m. the day prior.

City of Madera-Aging Services Division

Parks Make Life Better!

Pismo BEACH

DAY TRIP

Enjoy a Day of Fun on the sandy shores, fresh ocean air, and nice coastal views with the soothing sound of waves.

Don't miss out and reserve your spot today!

$35 Senior | Non- Senior $40

When: Thursday, April 10th

Time: 7am - 7 pm

Pick-up & Drop-Off

@ Madera County Government

Center Parking Structure

200 N G St #298 | Madera, CA

Call us to R.S.V.P or for more information: (559) 661-5426

Parks Make Life Better!

Aging Services Division presents

Cinco de Mayo Dinner Dance

MUSIC . FOOD . DANCING

May 2 2025 | **5:30 pm** | **Ages 55+ Admission $3.00**

FRANK BERGON SENIOR CENTER
238 S. D ST · MADERA, CA 93638

FOR MORE INFORMATION CONTACT
PARKS & COMMUNITY SERVICES: (559) 661-5495

The City of MADERA

Parks Make Life Better!

Aging Services Division presents

Spring Dinner Dance

April 11, 2025

Ages 55+ • Admission $3.00
Dancing: 5:00-8:00pm

Frank Bergon Senior Center
238 S. D St. Madera, CA 93638

HOP ON IN FOR SOME FUN!!

FOR MORE INFORMATION CONTACT
PARKS & COMMUNITY SERVICES: (559) 661-5495

City of Madera • Aging Services Division

BAILOTERAPIA (DANCE THERAPY)

@ Pan-American Community Center

703 Sherwood Way • Madera, CA 93638

Get your body moving!

Every Monday, Wednesday & Friday • 9:00-10:00am

For more information, contact the
Pan-American Community Center: (559) 675-2095

The City of MADERA

health net

california health & wellness

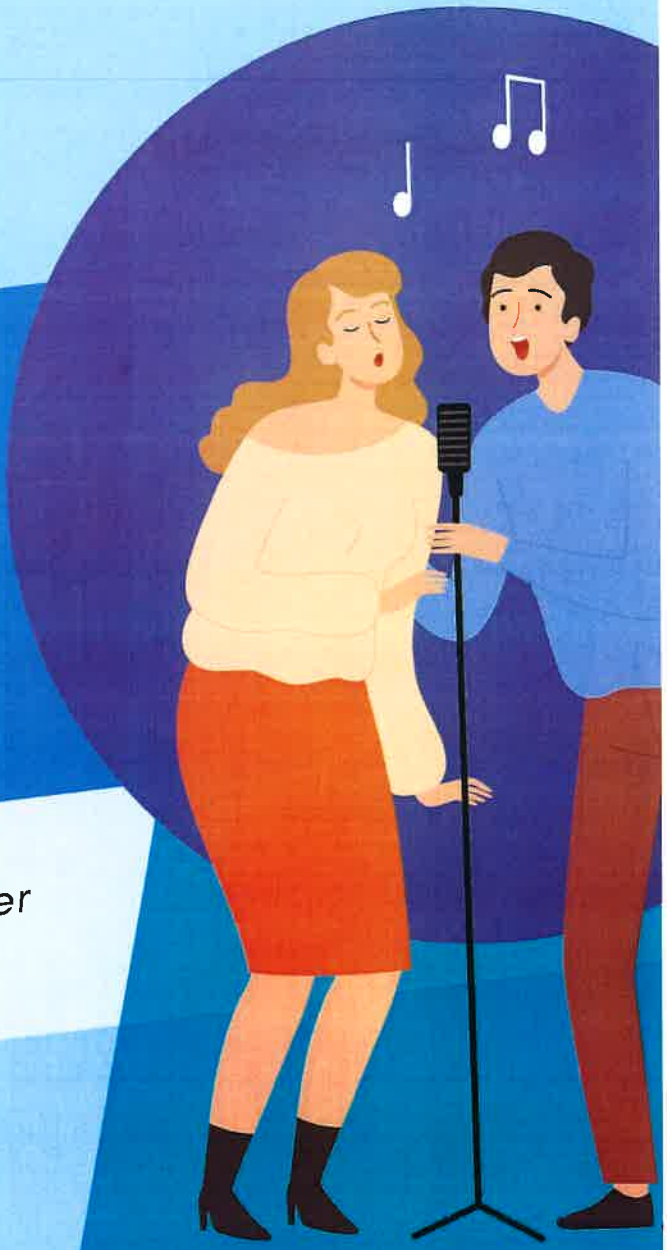
PROUDLY SUPPORTED BY CalViva HEALTH CARES

Parks Make Life Better!

City of Madera • Aging Services Division

SING YOUR FAVORITE SONGS
& HANG OUT WITH FRIENDS!

KARAOKE DAYS



Fridays • 10:30am-1:30pm
@ Pan-American Community Center
Tuesdays 11am-1pm
Frank Bergon Senior Center

Parks Make Life Better!

The City of MADERA

ATTACHMENT 2

Resolution Amending the City's FY 2025/26 Operating Budget, approving related revenue and expenditure line items related to the execution of the FMAAA FY 2025/2026 Title III C1 Congregate Nutrition Program for Older Adults Contract

Exhibit A: Budget Amendment

RESOLUTION NO. 25 -____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2025/26 OPERATING BUDGET, APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATED TO THE EXECUTION OF THE FMAAA FY 2025/2026 TITLE III C1 CONGREGATE NUTRITION PROGRAM FOR OLDER ADULTS CONTRACT

WHEREAS, the City Council previously approved Operating City-wide Budget for 2025/26 Fiscal Year; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) has prepared a contract which will provide the City $58,625 towards a senior services nutrition meal program; and

WHEREAS, an amendment to the City's Adopted Budget for the 2025/26 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related revenue and expenditures pertaining to the execution of the contract.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA finds, orders, and resolves 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 entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

*****

Exhibit A: Budget Amendment

Budget Appropriations: Res. 25-

Budget Adjustments for Fiscal Year 2025/26

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Parks Grant Fund	41096362	4683	Program Revenue		$ 58,625
	41096362	5005	Salaries/Part Time	58,625	
	41096362	6480	Program Expense	6,000	
				$ 64,625	**$ 58,625**

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-18

SUBJECT:

Real-Time Crime Center Data Sharing

RECOMMENDATION:

Adopt a Resolution approving an addendum to the existing Master Customer Agreement with Motorola Solutions, Inc. to allow for data sharing with Peregrine Technologies, Inc. dba Peregrine in support of the City's Real-Time Crime Center

SUMMARY:

On May 21, 2025, the City purchased a Real-Time Crime Center (RTCC) platform known as Peregrine. This platform is designed to enhance law enforcement operations, improve situational awareness, and foster interagency collaboration. The acquisition of Peregrine will significantly strengthen the City's capacity to respond to emerging incidents, monitor and analyze criminal trends, and support investigations through centralized data aggregation and advanced analytics.

To function effectively, Peregrine requires integration with existing law enforcement data systems maintained by the City's current service providers, including Motorola Solutions, Inc. (Motorola). Motorola requires an addendum to the existing Master Customer Agreement with the City to authorize the necessary data sharing.

DISCUSSION:

The integration between Peregrine and Motorola's data systems is essential for the RTCC to operate at full capacity. Without this connection, the RTCC would be limited in its ability to consolidate real-time data from various sources, potentially reducing its effectiveness in supporting patrol operations, emergency responses, and long-term investigations.

The City's existing Master Customer Agreement with Motorola Solutions, Inc. was established in connection with the purchase of body-worn cameras for the Police Department. This agreement

is a standard contractual framework used by Motorola for all purchases, setting out consistent terms and conditions that apply across various products and services. The addendum under consideration will build upon this existing agreement, adding specific provisions to allow for secure and authorized data sharing between Motorola systems and the Peregrine platform.

The addendum to the Master Customer Agreement outlines the terms and permissions needed for secure data transfer between Motorola systems and Peregrine. This process ensures that the City remains compliant with applicable privacy, security, and data governance requirements while enabling the RTCC to access critical information in real time. By approving this addendum, the City will be able to seamlessly integrate data between the RTCC and Motorola systems, ensuring the City maximizes the operational benefits of its recent technology investment.

FINANCIAL IMPACT:

There is no financial impact to the City for executing this addendum. All costs associated with the integration and data sharing will be covered by Peregrine as part of the RTCC implementation.

ALTERNATIVES:

The City Council (Council) may choose not to approve the addendum; however, this would limit the RTCC's ability to fully integrate with Motorola systems and could reduce the overall effectiveness of the City's investment in the platform. Furthermore, Council may request that staff return with additional information or analysis.

ATTACHMENTS:

1. Resolution approving the addendum
    a. Exhibit A: Addendum to the Master Customer Agreement
2. Master Customer Agreement

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN ADDENDUM TO THE EXISTING MASTER CUSTOMER AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO ALLOW FOR DATA SHARING WITH PEREGRINE TECHNOLOGIES, INC. DBA PEREGRINE IN SUPPORT OF THE CITY'S REAL-TIME CRIME CENTER

WHEREAS, on May 21, 2025, the City purchased the Peregrine Real-Time Crime Center (RTCC) platform to enhance law enforcement operations, improve situational awareness, and foster interagency collaboration; and

WHEREAS, effective operation of the RTCC requires integration with existing law enforcement data systems, including those maintained by Motorola Solutions, Inc. (Motorola); and

WHEREAS, the City's existing Master Customer Agreement with Motorola was originally established in connection with the purchase of body-worn cameras for the Police Department and serves as the standard contractual framework for Motorola products and services; and

WHEREAS, Motorola requires an addendum to the Master Customer Agreement to authorize secure and compliant data sharing between Motorola systems and the Peregrine platform; and

WHERAS, execution of the addendum will be at no cost to the City, as Peregrine will cover all expenses related to the data integration; and

WHEREAS, the City Council finds that approving the addendum will enable the RTCC to operate at its full potential and maximize the benefits of the City's investment in the platform.

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

1. The above recitals are true and correct.

2. The Council approves the addendum to the Motorola Solutions, Inc. Master Customer Agreement, attached hereto as Exhibit A, to allow data sharing with Peregrine Technologies, Inc. dba Peregrine in support of the City's Real-Time Crime Center.

3. The Council authorizes the City Manager to execute the addendum on behalf of the City.

4. This Resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

API/Data Sharing Addendum to Master Customer Agreement ("API Addendum")

This API Addendum to the Master Customer Agreement and applicable addenda ("Master Agreement") dated 8/13/25 between Motorola Solutions, Inc. ("Motorola" or "MSI") and Madera PD ("Customer")(collectively, "Parties") addresses Customer's request for its LPR Data, and relevant Metadata (as defined below), owned and collected by the Customer using MSI-Manufactured LPR Cameras and stored in within the equipment ("Customer LPR Data") to be shared with a third-party. "Metadata" shall be defined within this Addendum as data owned and collected by Customer using MSI-Manufactured LPR Cameras and stored within the equipment.

WHEREAS, Customer has requested that Motorola provide Peregrine ("Third-Party Recipient") with access to their Customer LPR Data via API; and

WHEREAS, Motorola is willing to provide Third-Party Recipient access to Customer Data using an API;

NOW, THEREFORE for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. **Consent.** Customer consents to Motorola providing Third-Party Recipient with access to Customer Data through the use of an API. Customer agrees that Motorola is not responsible for Third-Party Recipient's use of Customer LPR Data. Additionally, Motorola is not responsible for the Third-Party Recipient's failure to comply with applicable laws, Customer instructions, or the Customer's set retention policy.

II. **Term.** The Term of this API Addendum shall begin upon execution of this Agreement by both parties and shall continue for a period of one (1) year ("Initial Term"). At the end of the Initial Term, this API Addendum shall be automatically renewed for successive one (1) year terms ("Renewal Term"), collectively ("Term").

III. **Termination.** Customer may terminate this Addendum with sixty (60) days notice prior to the end the then-current Term. Motorola may, at it's discretion, terminate this Addendum for convenience at any time upon thirty (30) days notice to the Customer. In the event the Third-Party Recipient violates usage terms or is misusing the API, Motorola, at its discretion, may discontinue Third-Party Recipient access upon providing notice to Customer. This API Addendum shall immediately terminate upon termination of the Master Agreement. Upon termination, Motorola may immediately terminate Third-Party Recipient's Access to the API.

IV. **Payment.** Customer shall make payments for the API as indicated in the applicable quoting document and/or invoice, and in accordance with the payment terms in the Master Agreement. In the event of non-payment or late payment, Motorola reserves the right to immediately suspend API access for the Third-Party Recipient.

V. **Representation, Warranty, Disclaimer.** The API and associated Data is excluded from any representations and warranties in the Master Agreement. The API and associated Data is provided "AS IS". Motorola disclaims all other warranties, expressed or implied.

VI. **Limitation of Liability.** IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA, TIME, DATA, GOODWILL, REVENUE, OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE API, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL MOTOROLA'S TOTAL LIABILITY EXCEED THE PRICE OF TWELVE (12) MONTHS OF SERVICE FEES.

VII. **Order of Precedence**. In the event of inconsistencies between this API Addendum and the Master Agreement, the parties agree that this API Addendum prevails, only with respect to the specific subject matter of the API Addendum

Motorola Solutions, Inc.	**Customer: [Customer Name]**
By: _____	By: _____
Name: Nora Chang	Name: _____
Title: Area Sales Manager	Title: _____
Date: 8/13/2025	Date: _____

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

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

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

2. Products and Services.

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

2.2. Services.

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

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration**

Services"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

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

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

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

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

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

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and

equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

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

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

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

3. Term and Termination.

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

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

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

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

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

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

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

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

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

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

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

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

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription

Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

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

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

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

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware

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

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

7. Indemnification.

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

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

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

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

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

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

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

8. Limitation of Liability.

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

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

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

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

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

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

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

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

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of

the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute

such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

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

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

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

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

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

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

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

11. Force Majeure; Delays Caused by Customer.

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

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by

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

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

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

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

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

13. General.

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

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

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

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

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

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

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

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

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

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

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

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

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.	**Customer: [ ]** MADERA POLICE DEPT
By:	By:
Name: DeDe Summerville	Name: Dino Lawson
Title: Regional Sales Manager	Title: Chief of Police
Date: 1/19/2023	Date: 01/04/2023

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REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-19

SUBJECT:

City's Participation in the Old Timers' Day Parade

RECOMMENDATION:

Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Fees and Services Relating to the Old Timers' Day Parade in the Amount of $2,956

SUMMARY:

The Madera Downtown Association (MDA) and Sunrise Rotary Club 587 (Rotary) will sponsor the annual Old Timers' Day Parade on Saturday, September 27, 2025, from 10 am to 12 pm. Historically, the City Council (Council) has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

The MDA and Rotary have formally requested that the City waive all fees associated with Police, Public Works, Parks, and Engineering Department services relating to the parade. Services include:

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

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

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

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

FINANCIAL IMPACT:

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

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

It is noted that these figures represent the utilization of Police personnel brought in on overtime. The total amount being petitioned for Council relief is $2,956. Additionally, the $101 Engineering fee represents the cost of a special event permit to be waived. It is noted that the City may experience additional expenses, such as entry fees to partake in the parade, but those are not contemplated in the figures noted above.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Fees and Services Relating to the Old Timers' Day Parade
2. Request Letter Authored by the Madera Downtown Association and Madera Sunrise Rotary Club 587

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, PARK, AND ENGINEERING FEES AND SERVICES RELATING TO THE OLD TIMERS PARADE FOR MADERA DOWNTOWN ASSOCIATION, MADERA SUNRISE ROTARY CLUB 587, IN THE AMOUNT OF $2,956.00

WHEREAS, on August 20, 2025, the City Council of the City of Madera considered a request by Madera Downtown Association and Madera Sunrise Rotary Club 587, to waive the fees to cover costs relating to the Old Timers Parade; and

WHEREAS, the Madera Downtown Association and Madera Sunrise Rotary Club 587, have planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the City fees for Police, Public Works, Parks and Engineering fees are $2,956; and

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

WHEREAS, this request provides a public benefit to the community by fostering community spirit, promoting local businesses, and attracts visitors to the City's downtown area.

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 Madera Downtown Association and Madera Sunrise Rotary Club 587 are hereby authorized to conduct the Old Timers Parade on Yosemite Ave on Saturday, September 27th, 2025.

3. The City Council extends its full support to the Madera Downtown Association and Madera Sunrise Rotary Club 587 in their efforts to organize and execute the Old Timers Parade.

4. City staff and resources necessary for the successful implementation of the parade are authorized and directed to assist the Madera Downtown Association and Madera Sunrise Rotary Club 587 as needed.

5. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.

6. The City Council does hereby waive the City fees requested by Madera Downtown Association and Madera Sunrise Rotary Club 587, in the amount of $2,956 associated with the Old Timers Parade.

7. This resolution is effective immediately upon adoption.

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Madera Old Timers' Day Parade
120 N. E St.
Madera, CA 93638

559-474-9901
559agent@gmail.com

08/05/2025

Honorable Chief Chiaramonte, Mayor, and Councilmembers,

The year marks the 94th year of the Old Timers' Day Parade, which is scheduled to take place on Saturday September 27th, 2025 at 10:00am.

On behalf of the Madera Downtown Association and Madera Sunrise Rotary Club 587, we humbly request waiving the costs associated with Madera Police Department's services for the Old Timers Day Parade (OTDP), as the City of Madera has graciously done for countless years past.

Since 1931 the OTDP has taken place for countless years in Downtown Madera. The OTDP typically features 50-70 various entries from stagecoach's, firetrucks, bands, and several youth groups. Attendance is usually in the neighborhood of 5,000 and concludes with the Booths in the Park Event (located in Courthouse Park) hosted by the Madera Young Professionals. The parade spans from Flume St. down to G St. along Yosemite Ave. and is distinguished as the hallmark of parades in Madera County.

Historically, the parade has been operated without requests for funding. The Madera Downtown Association (which is funded by the business & property owners in Downtown Madera) has covered all operational costs and donates to the non-profit organization who organizes and conducts the parade.

With the increased costs to conduct the parade, the Old Timer's Day Parade accounts for nearly half of the Madera Downtown Association's annual budget. This will impact other various initiatives the Madera Downtown Association conducts, such as crow abatement, the Annual Christmas Parade, seasonal lighting, and several other Downtown Madera projects.

We thank you for your consideration in helping continue one of Madera's longest lasting legacy's.

Respectfully,

Nick Salinas – OTDP Chairman
Board Member - Madera Downtown Association

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-20

SUBJECT:

Madera County Food Bank Fee Waiver Request for the Senior Brown Bag Program

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan American Community Center starting on August 20, 2025, and ending on December 17, 2025, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $2,287.50

SUMMARY:

The City received a request from the Madera County Food Bank (MCFB) seeking a waiver of rental fees for the use of the Pan American Community Center (PAC) to host the Senior Brown Bag Program. The MCFB is requesting access to the PAC once a month, starting on August 20, 2025, to December 17, 2025, from 9 am to 11 am. The request includes a total of 5 separate days. On the days requested, the use of the PAC would be to conduct a distribution of free brown paper bags of food to people 55 years and older.

DISCUSSION:

The MCFB has submitted a formal request for a fee waiver to use PAC for a series of Senior Brown Paper Bag Program food distribution events. The food distribution events will take place once a month through the end of 2025. In total, 5 separate days are being requested, from August 20, 2025, to December 17, 2025. The food distribution would take place from 9 am to 11 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 Senior Brown Paper Bag Program food distribution events will be open to any person 55 years or older. The food will be provided free of charge to those who meet the requirements. The MCFB anticipates serving approximately 150 seniors once a month during the food distribution.

MCFB is committed to adhering to all rules and regulations regarding the use of the facility 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 PAC, 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
Access to PAC Gym x 5 days	$1,375
Access to PAC Multipurpose Room x 5 days	$625
Access to PAC Picnic Shelter x 5 days	$62.50
Special Event Fee	$100
Total	**$2,287.50**

The total applicable cost for the rental of PAC sufficient to meet the reserved space needed, with dates and times as requested, would be $2,287.50.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the MCFB to remit any associated fees if they wish to rent PAC for the Senior Brown Bag Program.

ATTACHMENTS:

1. Resolution Waiving the rental fees of the Pan American Community Center starting on August 20, 2025, and ending on December 17, 2025, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $2,287.50
    a. Exhibit A – Schedule of Dates Requested
2. Letter Requesting Fee Waiver

ATTACHMENT 1

Adopt a Resolution waiving the rental fees of the Pan American Community Center starting on August 20, 2025, and ending on December 17, 2025, related to the Senior Brown Bag Program hosted by the Madera County Food Bank, at an anticipated rental fee of $2,287.50

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, WAIVING THE RENTAL FEES OF THE PAN AMERICAN COMMUNITY CENTER STARTING ON AUGUST 20, 2025, AND ENDING ON DECEMBER 17, 2025, RELATED TO THE SENIOR BROWN BAG PROGRAM HOSTED BY THE MADERA COUNTY FOOD BANK, AT AN ANTICIPATED RENTAL FEE OF $2,287.50

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan American Community Center (PAC); and

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

WHEREAS, the MCFB is looking to host the Senior Brown Bag Program; and

WHEREAS, the request is for rental utilization on 5 separate days starting August 20, 2025, to December 17, 2025, from 9 am to 11 am; 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 $2,287.50; and

WHEREAS, 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 Madera County Food Bank's Senior Brown Bag Program serves a community need to provide our aging population with access to food at no cost.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan American Community Center on the dates and time identified in Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A – Schedule of Dates Requested

1. August 20, 2025
2. September 17, 2025
3. October 22, 2025
4. November 19, 2025
5. December 17, 2025

Access time from 8:30 am to 11 am.

ATTACHMENT 2

Letter Requesting Fee Waiver

MADERA COUNTY FOOD BANK

1055 Knox Road Madera, CA 93638
www.maderafoodbank.com
(559) 674-1482
EIN#77-0513488

Dear City Council Members,

The Madera County Food Bank will be running our Senior Brown Bag Program from August 20th 2025 to December 17th 2025. We will be utilizing Pan American Park to distribute Brown Bags and fresh fruits and vegetables. This distribution will serve approximately 150 seniors once a month. The distribution will start at 9:00 am and end at 11:00 am. We are asking for the fees to be waived so we can continue to provide our seniors with the food that they need. Thank you for your consideration.

Sincerely,

Ryan McWherter

Executive Director

Rmcwherter.maderafoodbank@gmail.com

559-975-5315

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-21

SUBJECT:

Central San Joaquin Valley Risk Management Authority (CSJVRMA) updated Joint Powers Agreement

RECOMMENDATION:

Adopt a Resolution approving the CSJVRMA updated Joint Powers Agreement as Amended and Restated effective July 1, 2025

SUMMARY:

The CSJVRMA is a governmental joint powers authority for the purpose of providing self-insurance, insurance, excess insurance, and other group purchased coverage for its member cities. The City participates in the CSJVRMA for risk pooling and risk management services specific to public entity risk, including general liability, automobile liability, property coverage, and worker's compensation coverage. The Executive Committee identified review and update of the governing documents as a priority item as many were last reviewed over 20 years ago. The first document reviewed and proposed for edits is the Joint Powers Agreement, which provides the general parameters of the Joint Powers Authority (JPA). The Agreement has been revised to clarify defined terms, provide for the formation or participation in a captive agency, and better provide for current participation based on member experience. To become effective, the revised and restated Agreement must be approved by at least 2/3 of the participating 53 cities via resolution of the individual governing bodies. Staff is recommending approval of the revised and restated Agreement.

DISCUSSION:

The CSJVRMA is a governmental joint powers authority established in 1979 for the purpose of providing self-insurance, insurance, excess insurance, and other group purchased coverage for its member cities. The City of Madera initiated membership in the CSJVRMA in 1983. Since that

time, the City has participated in multiple risk sharing programs though CSJVRMA, including property and auto damage programs.

The CSJVRMA reviews, revises, and approves goals for the JPA annually at its Executive Committee retreat. One of the current goals is to review the governing documents to ensure they continue to reflect the CSJVRMA's practices, legal requirements, and operational needs. At the 2025 retreat, the task for initial review of these documents was delegated to the Administration and Financial Services Subcommittee (Subcommittee). The Subcommittee makes recommendations to the Executive Committee for action. Executive Committee actions may or may not be presented to the Board of Directors depending on the nature of the action; due to the size of the JPA and need for the efficient conduct of business, many actions are delegated to the Executive Committee.

Specific to the Joint Powers Agreement, last updated in 1994, the Subcommittee reviewed the existing document, took into consideration CSJVRMA staff's recommendations, and made further recommended edits based on member experience while considering the purpose and function of the CSJVRMA. The Subcommittee recommended the following edits.

- Definitional terms have been explained more clearly;
- Language has been broadened to provide for the creation or participation in a captive agency for investment purposes should the CSJVRMA desire to proceed with such investment options;
- Language has been added to satisfy the provisions of Government Code Section §6509. This code section was enacted to prevent a local public entity from exercising powers inconsistent with its own charter, ordinance, or resolution simply by becoming a member of a JPA. Specific to CSJVRMA, the Agreement now provides that the authority is restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. Should Ripon cease membership in the CSJVRMA, the exercise of powers will be in the same manner as the City of Madera. CSJVRMA legal counsel reviewed the municipal codes for both designated cities and determined there were no restrictions in place that would conflict with the day-to-day operations of the JPA; and
- Member city responsibilities have been clarified.

The revised and restated Agreement was approved by the Executive Committee on June 26, 2025. To become effective, the Agreement must be approved by resolution of at least 2/3 of the 53 member city governing bodies. Staff participated in the recommended updates at both the Subcommittee and Executive Committee levels, and is recommending approval of the revised and restated Agreement.

ALTERNATIVES:

Council may direct staff to seek additional changes to the Agreement.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: CSJVRMA Join Powers Agreement as Amended and Restated effective July 1, 2025
2. CSJVRMA Join Powers Agreement as Amended and Restated effective July 1, 2025, red-line version

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY JOINT POWERS AGREEMENT AS AMENDED AND RESTATED EFFECTIVE JULY 1, 2025

WHEREAS, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code §6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage; and

WHEREAS, the City of Madera is authorized pursuant to California Government Code §990.8 to enter into Joint Powers Agreements for the purposes described above; and

WHEREAS, the City of Madera is a member of the CSJVRMA; and

WHEREAS, the Joint Powers Agreement which was created to establish the CSJVRMA allows for amendment of the Joint Powers Agreement upon approval by the City Councils of two-thirds of the members of the CSJVRMA; and

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated April 1, 1979, and amended January 1, 1985, and July 1, 1994.

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 Central San Joaquin Valley Risk Management Authority Joint Powers Agreement as Amended and Restated effective July 1, 2025, attached hereto as Exhibit A and incorporated herein, is approved.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * *

Exhibit A: CSJVRMA Joint Powers Agreement as Amended and Restated effective July 1, 2025

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II
PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII
JOINT PROTECTION PROGRAMS

A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.

B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority**'s Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums**, **broker's** fees, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority,** and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority**'s Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX
WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____ _____

MEMBER CITY

BY: _____

Attachment 2: CSJVRMA Joint Powers Agreement as Amended and Restated effective July 1, 2025, red-line version

CENTRAL SAN JOAQUIN VALLEY

RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED JULY 1, 2025~~1994~~

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of July, 2025~~1994~~, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, 2025~~1994~~, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. those funds charged for the purpose of self-insured coverage.

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committeeparticipating **Member Cities**, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**. ;

"Representative" shall mean the person, normally the City Manager/Administrator of the **Member City** , who has been designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposurearea without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II
PURPOSES

The purpose of this Agreement is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services;and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the Agreement.

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ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.

~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.

~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO AGREEMENT

~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement~~.~~. Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement~~.~~. A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement~~.~~. Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**~~.~~. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided~~.~~. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

~~A. The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to m~~Make and enter into contracts;
2. ~~to i~~Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~except as otherwise provided;

3. ~~to a~~Assess **Member Cities** as deemed appropriate ~~for good cause as determined~~ by the **Executive Committee**;
4. ~~to a~~Acquire, hold, or dispose of real and personal property;
5. ~~to r~~Receive contributions and donations of property, funds, services, and other forms of assistance from any source~~s~~;
6. ~~to s~~Sue and be sued in its own name;
7. ~~to e~~Employ agents and employees;
8. ~~to a~~Acquire, construct, manage, and maintain buildings;
9. ~~to l~~Lease real or personal property, including property~~that~~ of a **Member City**; and
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~-~~**Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**~~.~~. Each **Member City** shall appoint one **Representative**~~.~~. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate~~.~~. Each **Member City** shall also appoint one alternate **Representative**~~.~~. The alternate **Representative** may attend and may participate in any meeting of the **Board**~~.~~. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote~~.~~. Each **Representative** serves at the pleasure of the **Member City** being represented~~.~~. Each **Representative** has one vote as the member of the **Board**~~.~~. **Representatives** are not entitled to compensation~~.~~. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year~~.~~. The ~~-~~**Executive Committee** shall determine~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary~~.~~. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept~~.~~. As soon as possible after each meeting, copies of the minutes shall be forwarded to each ~~-~~**Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business~~.~~. However, less than a quorum may adjourn from time to time~~.~~. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**~~.~~. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To~~ creation of~~e~~ any new **Joint Protection Program**;
3. ~~To~~ termination of a~~e~~ any **Joint Protection Program**;
4. ~~To~~ expulsion of~~el~~ a **Member City**;
5. ~~To~~ adoption of an operating budget for the **Authority**;
6. ~~To change or revise~~Amendments to the **Authority's** Conflict of Interest Code; and
7. ~~To~~ Aauthorization for ~~e~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**~~.~~. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer~~.~~ . Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable~~.~~ . All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The ~~president shall appoint someone other than the treasurer to perform the~~ functions of auditor/controller of the **Authority** shall be performed by the **Authority's** ~~contracted administration firm~~officers or employees ~~or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board~~.~~ ~~ The T~~t~~reasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6~~. The **Board** shall require the treasurer and auditor/controller to file with the **Authority** an official bond in the amount to be fixed by the **Board**. The **Authority** shall pay the cost of bond premiums required by this section.~~ The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII
JOINT PROTECTION PROGRAMS

~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable~~.~~ . All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws~~.~~ . All other **Joint Protection Programs** shall be optional~~.~~ . The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.

~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program~~.~~ . A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program~~.~~ . Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**~~.~~ . The funds ~~treasurer~~ shall be invested ~~and reinvest the funds~~ in compliance with the **Authority**'s Investment Policy and relevant ~~S~~state laws, ~~and in the same manner as if they were **Member City** funds.~~

Refunds shall be made in accordance with the **Master Plan Document** for each program.

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums**, **broker's** fees, adjusting fees, consultant and legal fees, and such other items as are appropriate~~.~~ . Just demands for payment shall be made by warrants in compliance with the adopted budget~~.~~ . The warrants shall be paid as directed by the **Executive Committee**~~.~~ . The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program- services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

record and file keeping services~~.~~. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

6. conduct risk management audits to review the participation of each **Member City** in the program; and
7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. ~~adopt a risk management program ;~~carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority,** and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. ~~establish a risk management advisory committee to work with the risk manager of the **Authority**;~~
6. ~~maintain an active safety committee;~~
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. ~~submit DE3 DPs to the **Authority** concurrent with the submission dates established by the State of California;~~
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority**'s Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program~~.~~ . A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with~~–~~ any provision of the governing documents~~.~~ . Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

~~A.~~ In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**~~.~~ . The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**~~.~~ . The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**~~.~~ . Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**. The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

A. The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement~~.~~. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement~~.~~. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____ _____

MEMBER CITY

BY: _____

REPORT TO CITY COUNCIL

Approved by:

_____

Alicia Gonzales, City Clerk

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: B-22

SUBJECT:

Certificate of Recognition Honoring Ginger Latimer Recipient of the Crystal Tower Award

RECOMMENDATION:

Adopt a Minute Order Approving a Certificate of Recognition Honoring Ginger Latimer Recipient of the Crystal Tower Award

SUMMARY:

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

In this context, on August 11, 2025, the Madera County Superintendent of Schools requested a Certificate of Recognition for Ginger Latimer, recipient of the 2025 Crystal Tower Award. The award will be presented at Madera County Compact's Annual Business and Education Shareholders Luncheon on August 26, 2025.

Nominated by Brandon Gilles, Director of Visual and Performing Arts for Madera Unified, Ms. Latimer has continued to partner with the district and the Madera County Arts Council following her retirement. Through the Madera County Theatre Project, she has established a community theater, created career pathways for artists, provided student opportunities to work with professionals, and mentored new drama teachers.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be

omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Certificates will be issued.

FINANCIAL IMPACT:

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

ALTERNATIVES:

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation Madera County Compact's Annual Business and Education Shareholders Luncheon on August 26, 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 Certificate of Recognition Honoring Ginger Latimer Recipient of the Crystal Tower Award" from Madera County Superintendent of Schools.

From: Kimberly Vass
Subject: Certificate Request
Date: Monday, August 11, 2025 8:23:57 AM

Good Morning,

The Madera County Compact is pleased to present Ginger Latimer with the 2025 Crystal Tower Award recognizing her partnerships with schools in Madera County and the Madera Theater Project. Will your office please provide a certificate of recognition? The information for the recipient is below. The Crystal Tower Award will be presented at the Business and Education Shareholders' Luncheon on Tuesday, August 26, 2025 at the Madera County Superintendent of Schools. Each year, the luncheon is held to honor local businesses that have developed and maintained exemplary partnerships with local schools.

Ginger Latimer
Madera Theater Project

Sorry for the late notice. We will need the certificates by August 22nd. Thank you in advance for providing certificates for this year's Crystal Tower Awards! Please let me know if you have any questions.

Kim Vass
Special Events Assistant
Madera County Superintendent of Schools
559-662-3878 | kvass@mcsos.org

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: C-1

SUBJECT:

Updated Intersection Control Evaluation Report for the Lake Street/4th Street/Central Avenue Intersection

RECOMMENDATION:

Staff recommends that the City Council (Council) consider the information within the Intersection Control Evaluation Report (Report) and provide direction to staff regarding course of future activity for this intersection.

SUMMARY:

The purpose of this report is to provide Council with the results of the updated Intersection Control Evaluation (ICE) study for the Lake Street/4th Street/Central Avenue intersection and to seek direction on the preferred alternative for future improvements.

BACKGROUND:

The Lake Street/4th Street/Central Avenue intersection is a five-legged intersection currently operating with all-way stop control. In 2016, the City retained Omni-Means to evaluate long-term intersection control alternatives based on current and projected traffic volumes. In 2019, Omni-Means was acquired by GHD, Inc., which completed the original ICE study.

Three alternatives were considered:

1. Maintaining all-way stop control
2. Installation of a Traffic Signal
3. Installation of a Roundabout

These alternatives were presented at the February 19, 2020 Council meeting. At the time, Council directed staff to proceed with the design and construction of a traffic signal. This action occurred prior to the modifications to the Caltrans' Downtown Madera Capital Preventive

Maintenance (CAPM) project that includes three roundabouts and a road diet along Yosemite Avenue. The roundabouts are scheduled to be installed at C, D, and Lake Streets. With the CAPM progressing, City staff returned to Council on August 21, 2024 to discuss how that project could potentially impact the Lake Street/4th Street/Central Avenue project. Staff was particularly concerned about the projected increased traffic impacts resulting from Caltrans' project and after discussion, Council agreed and directed staff to revisit the roundabout option. Subsequently, on October 2, 2024, Council approved $45,738 for Amendment No. 4 to the contract with GHD, Inc. to update the ICE study.

DISCUSSION:

GHD, Inc. updated the ICE using current (2024) traffic volumes and projected volumes for the 2045 design year. Forecasts indicate a 20 percent increase in traffic volume at the intersection over the next 20 years, primarily due to new development. The analysis focused on the AM (7-9 am) and PM (4-6 pm) peak hours using modeling and data from the Madera County Transportation Commission. The updated intent was to account for traffic impacts from the Yosemite Avenue road diet project.

The revised ICE evaluated three alternatives noted previously.

All alternatives were evaluated using Caltrans Traffic Operations Policy Directive 13-02, which considers all modes of transportation, system performance, and safety; not just traffic throughput.

Summary of Alternatives

No-Build Condition (i.e. Existing Condition)

Under existing 2024 conditions, the intersection generally functions at a Level of Service (LOS) of A in the AM peak hour and a LOS F in the PM peak hour, with growth pressures and the Yosemite Avenue road diet expected to increase congestion. By the 2045 design year, traffic volumes are projected to increase by approximately 20 percent. Without a traffic signal or roundabout, the intersection is expected to operate at LOS C in the AM peak and continue at LOS F in the PM peak, with queues exceeding available storage on several approaches. Due to the existing LOS F in the PM peak hour the City received Congestion Mitigation and Air Quality (CMAQ) funding to mitigate the heavy congestion at the five-way stop.

Traffic Signal Alternative

The Traffic Signal Alternative would replace the existing all-way stop control at the five-legged Lake Street/4th Street/Central Avenue intersection with a signalized configuration and modified lane geometry. This alternative also includes closing the 4th Street leg east of the intersection. Reducing from a five-legged intersection to a four-legged one can improve safety, efficiency, and driver comprehension by simplifying traffic movements and reducing the number of potential conflict points where crashes can occur. Fewer legs

also mean shorter signal cycles which can lower delays, improve traffic flow, and enhance pedestrian crossing safety with shorter crossing distances. Additionally, the reclaimed roadway space from removing one leg can be repurposed for landscaping or pedestrian amenities.

With the Traffic Signal Alternative, AM peak-hour delays in 2045 are anticipated to be a similar LOS as the No-Build Alternative however with less delays and PM peak-hour delays would improve significantly, with only the northbound Lake Street approach experiencing occasional spillback to the 5th Street intersection. This alternative would:

- Require the elimination of approximately 29 on-street parking spaces
- Minor drainage modifications
- Relocation of a fire hydrant, and
- Acquisition of right-of-way at the northwest corner for a larger curb return.

The Traffic Signal Alternative would provide improvements during the PM peak at a lower cost than the Roundabout Alternative; however, it would not offer the same level of operational effectiveness.

Roundabout Alternative

The Roundabout alternative would reconfigure the intersection and construct a single lane roundabout that would accommodate the 2045 Design Year traffic volumes. This alternative would alter the intersection by constructing a circular central island and slightly widening the roadway at the approaches to the intersection. This alternative also includes closing the 4th Street leg east of the intersection. Reducing from a five-legged intersection to a four-legged one can improve safety, efficiency, and driver comprehension by simplifying traffic movements and reducing the number of potential conflict points where crashes can occur. Additionally, the reclaimed roadway space from removing one leg can be repurposed for landscaping or pedestrian amenities (Refer to Attachment 3 for the Updated Preliminary Layout). For the 2045 Design Year, the Roundabout Alternative would operate better than both the No-Build and Traffic Signal alternatives for both the AM and PM Peak Hours. Queuing would not exceed available storage and is an improvement over the other options. LOS is expected to be A for the AM and PM peak hours for the 2045 Design year.

The preliminary layout presented in 2020, based on a more traditional roundabout design, indicated full takes of three properties at the intersection. However, upon further revisions of the preliminary layout:

- The expected right-of-way (ROW) cost has reduced from the original estimate of $1,500,000 in 2020 to $59,200.
- There are no full property takes and the required ROW has much less impact on the existing properties.

- Approximately 40 on-street parking spaces would be eliminated with this alternative along all legs of the intersection to accommodate the revised configuration.

- A raised median island would be constructed with this Alternative in all legs of the intersection to channel traffic. This would have an impact on the use of the two driveways south of the intersection on Lake Street by the property owners.
- The existing drainage inlets at the intersection would require adjustments or relocation due to improvements with this alternative.

Safety Considerations

Safety considerations were included in the analysis. Safety is a key evaluation factor and one of the goals of the previously mentioned Caltrans Policy Directive 13-02 which is to identify projects that would ensure a reasonable level of safety and operational performance for all users.

Historically, the use of roundabouts has been demonstrated to be a proven safety strategy for improving intersection safety by eliminating or altering conflict types, reducing crash severity and causing drivers to reduce speeds as they proceed into and through the intersection. As a result of their geometric design elements, roundabouts have fewer conflicting points when compared to other intersection types. In a typical 4-legged intersection, traffic signals have 32 conflict points, whereas roundabouts have eight (8). Figure 1 below shows the various vehicle conflict points for signalized and roundabout-controlled intersections.

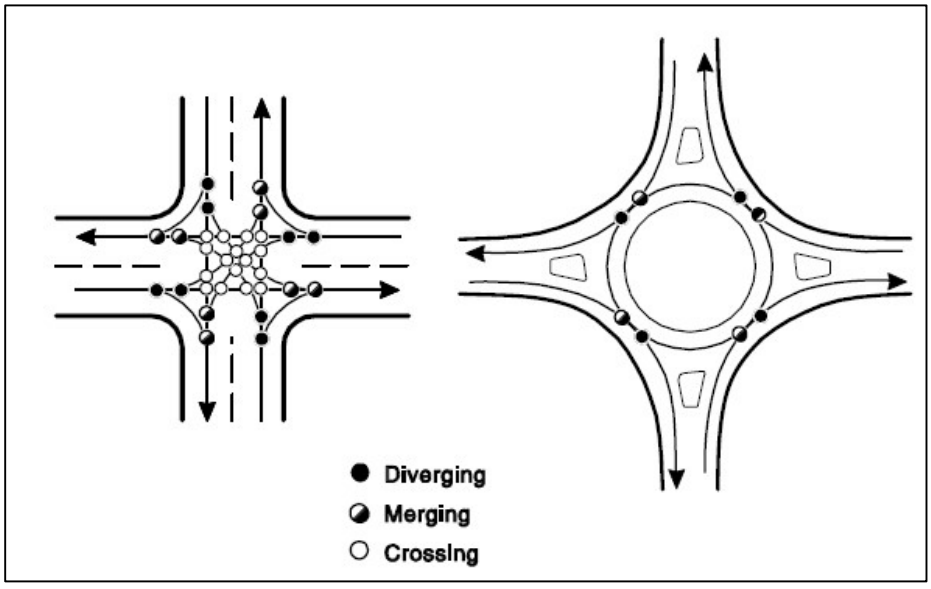

Figure 1
Vehicle Conflict Point Comparison

Project Cost Estimates

The City was awarded a Federal CMAQ grant to partially fund the project. Additional sources of funding include Local Transportation Funds (LTF), Measure T and Regional Surface Transportation

Program (RSTP) sources. Funding for this project has been programmed into Fiscal Year (FY) 2025/26 and FY 2026/27 CIP Budget at the higher project cost level. Table 1 summarizes the estimated project costs and Table 2 summarizes the funding sources for the project as established in the FY 2025/26 CIP.

Table 1: *Costs per Alternative*		
Project Costs	Traffic Signal Alternative	Roundabout Alternative
Project Costs (Design, Right of Way, & Construction)		
Design, including staff costs	$20,000	$480,000
Right of Way, including staff costs	$41,200	$59,200
Construction, including staff costs	$2,100,000	$3,200,000
Total	**$2,161,200**	**$3,739,200**

Table 2: *Funding Sources*	
Congestion Mitigation & Air Quality (CMAQ)	$451,458
Regional Surface Transportation Program (RSTP)	$107,026
Measure T	$3,841,974
Local Transportation Funds (LTF)	$47,000
Total	**$3,996,000**

Comparison of Alternatives

The Traffic Signal alternative would perform better than the No-Build alternative in both the AM and PM peak hours, though queuing may impact the 5th Street intersection. To build the Traffic Signal alternative, additional ROW would be needed to construct a new curb return at the northwest corner. The Traffic Signal alternative would impact on-street parking. It is estimated that 29 parking spaces would need to be eliminated along the approach roadways to accommodate additional turn lanes. Construction costs are estimated at $2,100,000.

The Roundabout alternative would perform substantially better than the Traffic Signal alternative. The Roundabout alternative would cause the greatest impact on the intersection, however. Approximately 40 on-street parking spaces would be lost on the approach roadways to accommodate the proposed curb alignments and splitter islands. There is approximately 572 square feet in total of ROW that would need to be acquired from the five properties at the corners of the intersection. Construction costs are estimated at $3,200,000.

The Intersection Control Evaluation Report concludes that the Roundabout Alternative is the preferred option from an operational standpoint.

Lake and 4th Streets are designated as arterials in the City's General Plan. Per the original design intent associated with the widening of 4th Street, it was anticipated that when traffic volumes increase, 4th Street would be re-striped with 2 lanes in each direction. Such striping would cause the removal of on-street parking. While not part of a stated plan, it could be assumed that Lake Street, as an arterial might also have been restriped to four lanes along some or all segments. Of

note, property owners along Lake Street do have parking areas that can be accessed from the alleys behind their homes.

FINANCIAL IMPACT:

Project funding would come from a federal grant and local transportation funding sources mentioned previously. The FY 2025/26 CIP project budget is sufficient for the roundabout alternative based on the costs provided in the ICE. This project would not require funding from the City's General Fund.

ALTERNATIVES:

Three alternatives were analyzed with the Intersection Control Evaluation Report. Council may choose to direct staff to proceed with the Traffic Signal Alternative or Roundabout Alternative. If the Traffic Signal Alternative is selected Staff will proceed to finalize the 90% plans and move to construction. If the Roundabout Alternative is selected Staff will seek to retain a design consultant. Council may alternatively direct staff to provide more information and comparison of alternatives.

ATTACHMENTS:

1. Updated Intersection Control Evaluation Report
2. 90% Design Layout – Traffic Signal Alternative
3. Updated Preliminary Layout – Roundabout Alternative

Attachment 1

Updated Intersection Control Evaluation Report

Intersection Control Evaluation Report

Lake Street/4th Street/Central Avenue

City of Madera

June 19, 2025

→ **The Power of Commitment**

Project name		4TH/LAKE/CENTRAL INTERSECT IMPR PH1					
Document title		Intersection Control Evaluation Report | Lake Street/4th Street/Central Avenue					
Project number		11144963					
File name		11144963RPT005.docx					
Status Code	**Revision**	**Author**	**Reviewer**		**Approved for issue**		
			Name	**Signature**	**Name**	**Signature**	**Date**
[Status code]							
[Status code]							
[Status code]							
[Status code]							
[Status code]							

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1. Introduction

1.1 Purpose

This document has been prepared to present the results of a conceptual alternatives analysis performed by GHD for the City of Madera in support of the Intersection Control Evaluation process. The analysis evaluates potential alternative improvements at the Lake Street/4th Street/Central Avenue intersection. Though this intersection is not on the State Highway System, this analysis has been conducted largely consistent with Caltrans guidelines for intersection improvements on the State Highway System while maintaining consistency with City policy.

The purpose of the study is to identify viable alternatives (project) to improve safety, reduce delay, and enhance mobility for all travel modes at the intersection of Lake Street/4th Street/Central Avenue. The project would need to improve traffic circulation, access, and safety for all modes of transportation. It would need to provide acceptable operations for existing traffic volumes as well as those anticipated with future development planned in the City and surrounding areas.

There are five approaches to the intersection as shown in Figure 1.1 and the 5-legged nature of this intersection presents unique design and operational challenges.

Figure 1.1 Study Area

1.2 Project Setting and Land Uses

The intersection of Lake Street/4th Street/Central Avenue is located in the northeast quadrant of the City of Madera, in the urbanized City limits, south of the Fresno River, east of Route 99 (Golden State Highway) and northwest of Route 145 (Yosemite Avenue). Lake Street serves as a north-south roadway in the City and is classified as an arterial north of Route 145, including through the study intersection. The southwest leg of 4th Street is an arterial and has a partial interchange with Route 99 about half a mile southwest of the study intersection. The northeast leg of 4th Street is a local road that terminates at Flume Street after one block. Central Avenue is an east/west collector street that extends from H Street to Lake Street.

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The primary land use directly adjacent to the study intersection is single family residential. Centennial Park is located northeast of the intersection at the end of 4th Street. It includes a pool, youth and community center, and a community garden. City of Madera Fire Station #56 is located north of the study intersection on Lake Street.

Although there are residential homes located at each corner of the intersection, there are not a significant number of driveways. Most properties in this area have vehicular access from rear alleys running parallel to the streets, minimizing impacts to property access from any street modifications.

The City offers fixed-route transit services, known as Madera Metro. Currently, none of the routes operate through the study intersection. The City's current Transit Plan, approved in 2022, does not propose any routes that would operate through the study intersection.

Lake Street crosses the Fresno River approximately 400 feet north of the study intersection. The bridge at this location is a constraint and any impacts to it should be avoided.

2. Screening Objectives

Consistent with best practices, the objective of this report is to first determine which intersection control strategies are context-appropriate, practical to implement, and merit further consideration.

2.1 Project Analysis Scenarios

This section contains a brief description of the time frames for which the traffic operations analysis was conducted. The project design alternatives (discussed within the next section) were analyzed for Existing Year (Year 2024) and Design Year (Year 2045) conditions. The analysis was conducted for both the Weekday AM and PM peak hour conditions. The peak hour turning movement volumes are summarized on Figure 2.1.

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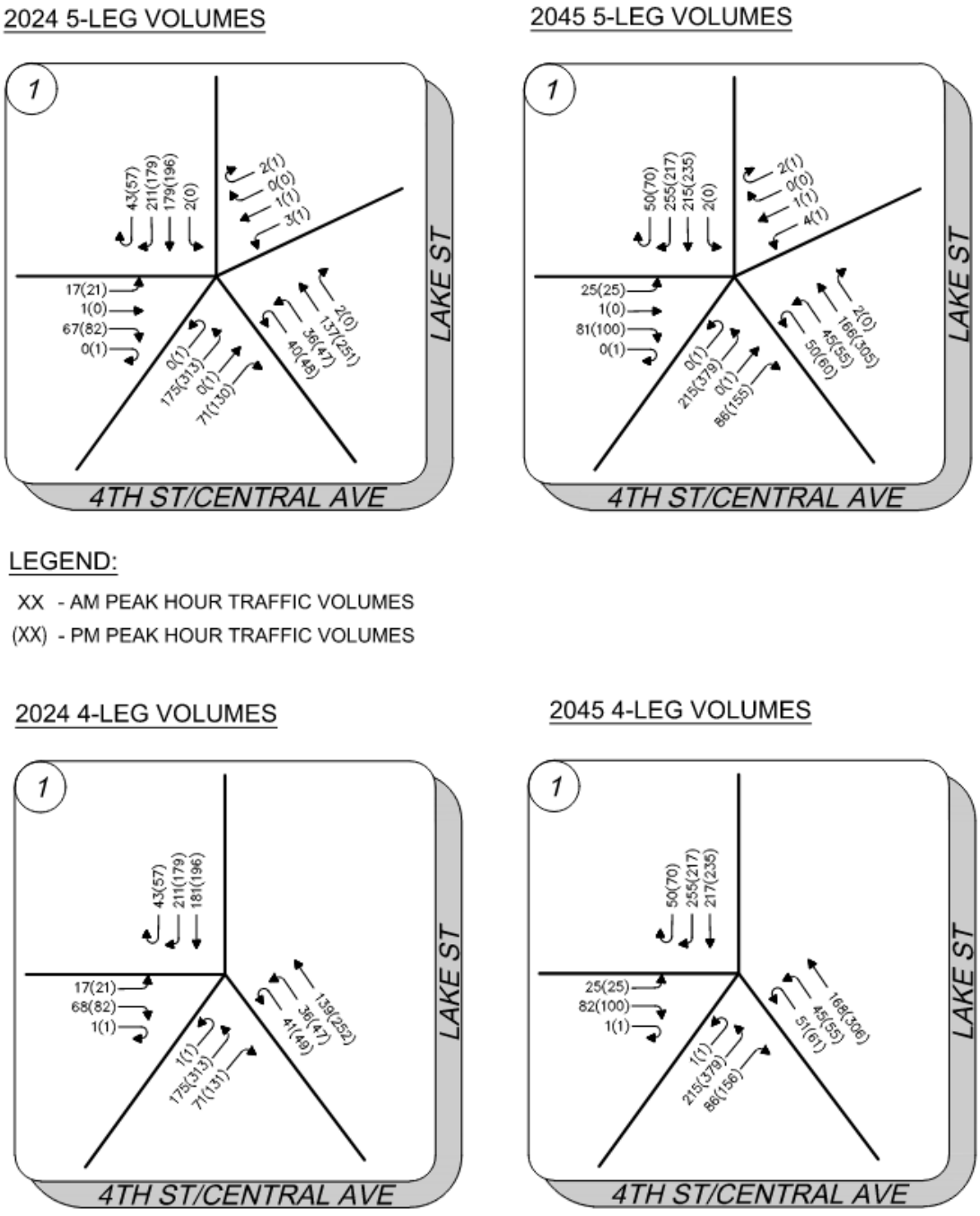

Figure 2.1 Peak Hour Traffic Volumes

2.1.1 Existing Year (2024)

Traffic volume counts for this study were collected when local schools were in session on Thursday, September 19, 2024, during the AM and PM peak periods. Pedestrian, cyclist, and truck volumes were measured as part of the counts, and peak hour factors were determined. These volumes were used as a base line for future year projections. See Figure 2.1 for a summary of the turning movement volumes for the study intersection. The traffic count data sheets are included in Appendix A.

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Comparing the traffic data, there were about 35% more vehicles entering the intersection in the PM peak hour than the AM peak hour. The northwest-bound Lake Street and northeast-bound 4th Street approaches have significantly more vehicles in the PM peak hour than in the AM Peak Hour. The other three approach legs are more balanced between the two peak hours. The highest volume movement during the AM peak hour is southbound Lake Street turning right to 4th Street, whereas during the PM peak hour the opposite movement is the highest, northeast-bound 4th Street turning left to Lake Street.

There were 2 cyclists using the study intersection during the AM peak hour and 8 during the PM peak hour. There were 27 pedestrians using the intersection during the AM peak hour and 23 during the PM peak hour.

2.1.2 Design Year (2045)

GHD received year 2035 forecast volumes from the Madera County Transportation Commission (MCTC) Regional Travel Demand Model (RTDM) on February 22, 2017. The forecast volumes were link-based volumes; therefore, GHD converted the existing traffic count data to approach volumes, in order to compare them to the data provided by MCTC. The growth rates between 2017 traffic counts and MCTC's 2035 traffic forecast volumes were calculated for each leg of the intersection and were found to be about 4%.

As a 4%/year growth rate seemed high, GHD requested existing year volumes that were used in the MCTC RTDM. GHD received the requested 2017 link-based traffic volumes from the RTDM and determined that these traffic volumes had an average annual growth rate of about 0-1.1% between the RTDM's 2017 and 2035 volumes. Based on this determination, GHD used a 1% annual growth rate applied on the existing turning movements' counts to the year 2045. See Figure 2.1 for the forecasted 2045 traffic volumes.

2.2 Project Design Alternatives

This study analyzes four alternatives. The first is a No Build Alternative that assumes existing lane geometrics and all-way stop control. The second and third alternatives are signalization with modified lane geometrics. The fourth alternative is a yield-control roundabout with modified lane geometrics.

2.2.1 No Build Alternative

The No-Build Alternative leaves the existing lane geometrics and all-way stop-control in place.

2.2.2 Traffic Signal Alternatives

With these alternatives, the intersection is signalized and the lane geometrics have been modified to accommodate the Design Year volumes. The northeast leg of 4th Street will be terminated at the alley, and the intersection will only feature 4 legs. The Signal Alternatives general layout is shown on Figure 5.1 and is provided in Appendix D of this report.

2.2.3 Roundabout Alternative

This alternative would replace the intersection with a modern single lane roundabout designed to accommodate the Design Year traffic forecast volumes. The northeast leg of 4th Street will be terminated at the alley, and the intersection will only feature 4 legs. The Roundabout Alternative layout is shown on Figure 5.2 and is provided in Appendix D of this report.

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3. Screening Criteria

The traffic operations for the No-Build Alternative, Signal Alternatives, and Roundabout Alternative were analyzed for the Weekday AM and PM peak hours under existing (2024) and design (2045) year conditions.

Both the No-Build and Signal Alternatives were analyzed using Synchro 11 and SimTraffic analysis software. Synchro 11 is a macroscopic analysis and optimization application that reports the Level of Service (LOS) and delay as per the Highway Capacity Manual (HCM) 6th Edition methodologies. SimTraffic is a traffic micro-simulation application that individually tracks and records each vehicle in the model simulating real world conditions. SimTraffic was used to record queuing characteristics for the No-Build and Traffic Signal Alternatives.

SIDRA analysis software was used for the Roundabout Alternative to determine the LOS, volume to capacity ratio (V/C), delay, and the 95th percentile queues. The volume to capacity ratio (V/C) compares roadway demand (vehicle volume) with roadway carrying capacity. A V/C of 1.00 indicates that a roadway facility is operating at full capacity.

3.1 Traffic Operations Analysis

Traffic operations have been quantified through the determination of LOS. LOS is a qualitative measure of traffic conditions, whereby a letter grade "A" through "F" is assigned to an intersection or roadway segment representing progressively worsening traffic conditions. LOS definitions for different types of intersection controls are outlined in Table 3.1.

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Table 3.1 Level of Service (LOS) Criteria

Level of Service	Type of Flow	Delay	Maneuverability	Stopped Delay/Vehicle	
				Signalized/ Roundabout	Side-Street/All-Way Stop
A	Stable Flow	Very slight delay. Progression is very favorable, with most vehicles arriving during the green phase not stopping at all.	Turning movements are easily made, and nearly all drivers find freedom of operation.	<10.0	<10.0
B	Stable Flow	Good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of average delay.	Vehicle platoons are formed. Many drivers begin to feel somewhat restricted within groups of vehicles.	>10.0 and <20.0	>10.0 and <15.0
C	Stable Flow	Higher delays resulting from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant, although many still pass through the intersection without stopping.	Back-ups may develop behind turning vehicles. Most drivers feel somewhat restricted	>20.0 and <35.0	>15.0 and <25.0
D	Approaching Unstable Flow	The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume-to-capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	Maneuverability is severely limited during short periods due to temporary back-ups.	>35.0 and <55.0	>25.0 and <35.0
E	Unstable Flow	Generally considered to be the limit of acceptable delay. Indicative of poor progression, long cycle lengths, and high volume-to-capacity ratios. Individual cycle failures are frequent occurrences.	There are typically long queues of vehicles waiting upstream of the intersection.	>55.0 and <80.0	>35.0 and <50.0
F	Forced Flow	Generally considered to be unacceptable to most drivers. Often occurs with over saturation. May also occur at high volume-to-capacity ratios. There are many individual cycle failures. Poor progression and long cycle lengths may also be major contributing factors.	Jammed conditions. Back-ups from other locations restrict or prevent movement. Volumes may vary widely, depending principally on the downstream back-up conditions.	>80.0	>50.0

In the City's current General Plan Circulation and Infrastructure Element, adopted in 2009, Policy CI-22 states that "in the Downtown District (as defined in the Land Use Element of this General Plan), the City shall seek to maintain LOS D." The study intersection is located within the Downtown District; therefore, LOS "D" is assumed to represent the appropriate LOS target.

In addition to providing acceptable LOS and delay, a goal of the build alternatives will be to reduce standing queues on all approaches.

3.2 Analysis Factors

The following criteria are incorporated in the analysis in order to most accurately reflect intersection operating conditions:

– The peak hour factor (PHF) was calculated based on data from the traffic counts collected in September 2024. The PHF represents how constant vehicle volumes are during the peak hour and is equal to the peak hour volume divided by 4 times the peak 15-minute volume. A PHF of 0.86 and 0.92 was used for the AM peak hour in

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the 2024 and 2045 analysis respectively, and a PHF of 0.97 was used for the PM peak hour in both analysis years.

– Truck percentages were calculated based on data from counts collected in September 2024. The AM peak hour experiences about 2% heavy vehicles, and about 1% in the PM peak hour in both analysis years.
– SIDRA software includes an environmental factor that modifies capacity reflecting driver response times, standard of intersection geometry, visibility, operating speeds, vehicle sizes, pedestrians, parking, buses stopping, etc. For the analysis performed for this report, an environmental factor of 1.05 was used for 2024 analysis and 1.0 for 2045 analysis.

4. Capacity Analysis – No Build Alternative

This section includes a traffic operations capacity assessment and analysis of the existing 5-legged Lake Street/4th Street/Central Avenue intersection for the No Build Alternative. This alternative is evaluated under both Existing (2024) and Design Year (2045) conditions. LOS worksheets for each analysis condition are provided in Appendix B.

4.1 Existing Year (2024)

Table 4.1 presents the Existing Condition peak hour intersection LOS and queuing for the No Build Alternative.

Table 4.1 No Build – Existing Year (2024) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	AWSC	35	D	9.4	A	-	-	**62.9**	**F**	-	-
	EB Left/Thru/Right				9.4	A	56	435	21.1	C	78	435
	SB Left/Thru				13.3	B	150	670	**65.5**	**F**	500	670
	SB Right				10.2	B	47	65	**55.8**	**F**	**186**	65
	NWB Left/Thru/Right				10.4	B	87	365	**53.3**	**F**	**397**	365
	NEB Left				9.9	A	**78**	60	**104.3**	**F**	**117**	60
	NEB Thru				0.0	A	19	315	**100.8**	**F**	**528**	315
	NEB Right				5.2	A	46	75	**58.9**	**F**	**186**	75
	SWB Left/Thru/Right				12.3	B	21	325	10.2	B	15	325

Notes:
1. AWSC = All Way Stop Control
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the study intersection overall is currently operating with acceptable LOS A during the AM peak hour and unacceptable LOS F during the PM peak hour. The 95th percentile queues exceed available storage for the following movements:

– The queue for the southbound Lake Street right turn exceeds the available storage during the PM peak hour.
– The queue for northbound Lake Street exceeds the available storage during the PM peak hour.
– The queue for the eastbound 4th Street left turn exceeds the available storage during the AM and PM peak hours.
– The queue for the eastbound 4th Street through exceeds the available storage during the PM peak hour.
– The queue for the eastbound 4th Street right turn exceeds the available storage during the PM peak hour.

4.2 Design Year (2045)

Table 4.2 presents the Design Year Condition peak hour intersection LOS and queuing for the No Build Alternative.

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Table 4.2 No Build – Design Year (2045) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	AWSC	35	D	22.9	C	-	-	**139.3**	**F**	-	-
	EB Left/Thru/Right				13.1	B	70	435	25.7	D	98	435
	SB Left/Thru				**38.4**	**E**	413	670	**185.2**	**F**	**777**	670
	SB Right				**35.7**	**E**	**183**	65	**133.9**	**F**	**240**	65
	NWB Left/Thru/Right				17.8	C	129	365	**136.6**	**F**	**756**	365
	NEB Left				16.8	C	**97**	60	**167.9**	**F**	**101**	60
	NEB Thru				0.0	A	73	315	0.0	A	**457**	315
	NEB Right				7.6	A	71	75	**112.6**	**F**	**169**	75
	SWB Left/Thru/Right				16.5	C	26	325	25.4	D	15	325

Notes:

1. AWSC = All Way Stop Control
2. LOS = Overall Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the study intersection overall is projected to operate with acceptable LOS C during the AM peak hour and unacceptable LOS F during the PM peak hour. The 95th percentile queues are projected to exceed available storage for the following movements:

- The queue for the southbound Lake Street left/through would exceed the available storage during the PM peak hour. The queue would spill back through the Riverside Drive South intersection.
- The queue for the southbound Lake Street right turn would exceed the available storage during the AM and PM peak hours.
- The queue for northbound Lake Street would exceed the available storage during the PM peak hour. The queue would spill back through the 5th Street intersection.
- The queue for the eastbound 4th Street left turn would exceed the available storage during the AM and PM peak hours.
- The queue for the eastbound 4th Street through would exceed the available storage during the PM peak hour. The queue would spill back through the A Street intersection.
- The queue for the eastbound 4th Street right turn would exceed the available storage during the PM peak hour.

5. Build Alternatives Footprint Development & Assessment

The following section summarizes the development of preliminary concept layouts of both a Traffic Signal Alternative and for a Roundabout Alternative. The layouts are useful for preliminary right-of-way needs for each alternative and also to illustrate truck-turning movements. The lane geometry for the alternatives is the same for all analysis scenarios and include terminating the northeast leg of 4th Street at the alley in advance of the intersection. Termination of this leg was discussed with and agreed to by the City.

5.1 Traffic Signal Alternatives

The Traffic Signal Alternative features converting the intersection of Lake Street/4th Street/Central Avenue from a 5-way all-way stop-control to a 4-way traffic signal as shown in Figure 5.1. The Lake Street bridge over the Fresno River will be retained with no impacts to the structure. In order to accommodate the design vehicle turning movements, all

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five curb returns will need to be reconstructed. Two signal alternatives with varying lane geometries were analyzed to determine how each layout affects signal operations.

5.1.1 Traffic Signal Alternative 1

Traffic Signal Alternative 1 intersection lane geometrics improvements are illustrated in Figure 5.1 and are listed below:

- The northbound 4th Street approach shows the existing left turn lane eliminated, and the existing through lane converted to a left turn lane.
- The northbound Lake Street approach features a narrow median with a separate left turn lane and a through lane.
- The southbound 4th Street approach is terminated at the alley in advance of the intersection.
- The southbound Lake Street approach remains two lanes at the intersection.
- Central Avenue remains a single lane approach.
- The traffic signal footprint encroaches beyond the right-of-way on the northwest corner of Central Avenue and Lake Street.

5.1.2 Traffic Signal Alternative 2

Traffic Signal Alternative 2 intersection lane geometrics improvements are the same as illustrated for Traffic Signal Alternative 1 except the northbound 4th Street approach has the existing left turn lane remaining and the existing through lane is converted to a left turn lane for dual lefts, with the Lake Street north leg striped to two lanes.

5.1.3 Traffic Signal Performance Checks

The following design criteria were used to analyze the geometrics and safety performance of the proposed Traffic Signal Alternative:

- The “WB-40” design vehicle from the American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets, 5th Edition (updated 2004), shall be accommodated on all movements.
- The “S-BUS-40” design vehicle from the American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets, 5th Edition (updated 2004), shall be accommodated on all movements.

Exhibits illustrating the truck turns for each condition are provided in Appendix D.

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Figure 5.1 Traffic Signal Alternative Preliminary Layout

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GENERAL NOTES: (SHEETS E1 & E2)

1. ALL TRAFFIC SIGNAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS.
2. INSTALL PULL BOXES AT MAXIMUM 200' SPACING.
3. ALL PULL BOXES SHALL BE NO. 5(E) UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL COORDINATE SERVICE CONNECTION WITH PG&E.

PROJECT NOTES: (SHEETS E1 & E2)

1 FURNISH AND INSTALL MODEL 332L CABINET WITH MODEL 2070LX CONTROLLER ASSEMBLY AND BATTERY BACKUPS SYSTEM ON FOUNDATION. CONTRACTOR SHALL FURNISH AND INSTALL ANY AUXILIARY EQUIPMENT NECESSARY TO IMPLEMENT A FOUR PHASE OPERATION AND AN OPTICOM EMERGENCY VEHICLE DETECTION SYSTEM.

2 CONTRACTOR TO FURNISH AND INSTALL TYPE III-CF SERVICE EQUIPMENT ENCLOSURE FOR 120/240 V PER STANDARD PLAN ES-2F. THE FOLLOWING CIRCUIT BREAKERS WILL BE PROVIDED:

METER 1

AMPS	VOLTS	POLES	NAME PLATE	METER	PHOTOELECTRIC CONTROL TYPE
100	240	2	MAIN DISCONNECT	YES	
50	120	1	TRAFFIC SIGNAL	YES	
30	120	1	SPARE	YES	

METER 2

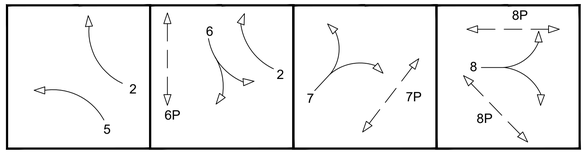
AMPS	VOLTS	POLES	NAME PLATE	METER	PHOTOELECTRIC CONTROL TYPE
100	240	2	MAIN DISCONNECT	YES	
30	240	2	INTERSECTION LIGHTING	YES	IV
20	240	2	PARK LIGHTING	YES	II
20	240	2	SPARE	YES	

3 3"C TO PG&E SERVICE POINT PER PG&E REQUIREMENTS. CONDUCTORS BY PG&E.

4 2"C, 3#2 (120/240 V SERVICE).

5 LEVEL, 4" THICK CONCRETE PAD. TOP OF PAD ELEVATION TO MATCH ADJACENT CONCRETE FINISH GRADES.

6 FURNISH AND INSTALL APS PUSH BUTTON PER POLE AND EQUIPMENT SCHEDULE. PUSH BUTTON HEIGHT SHALL MEET ADA REQUIREMENTS.



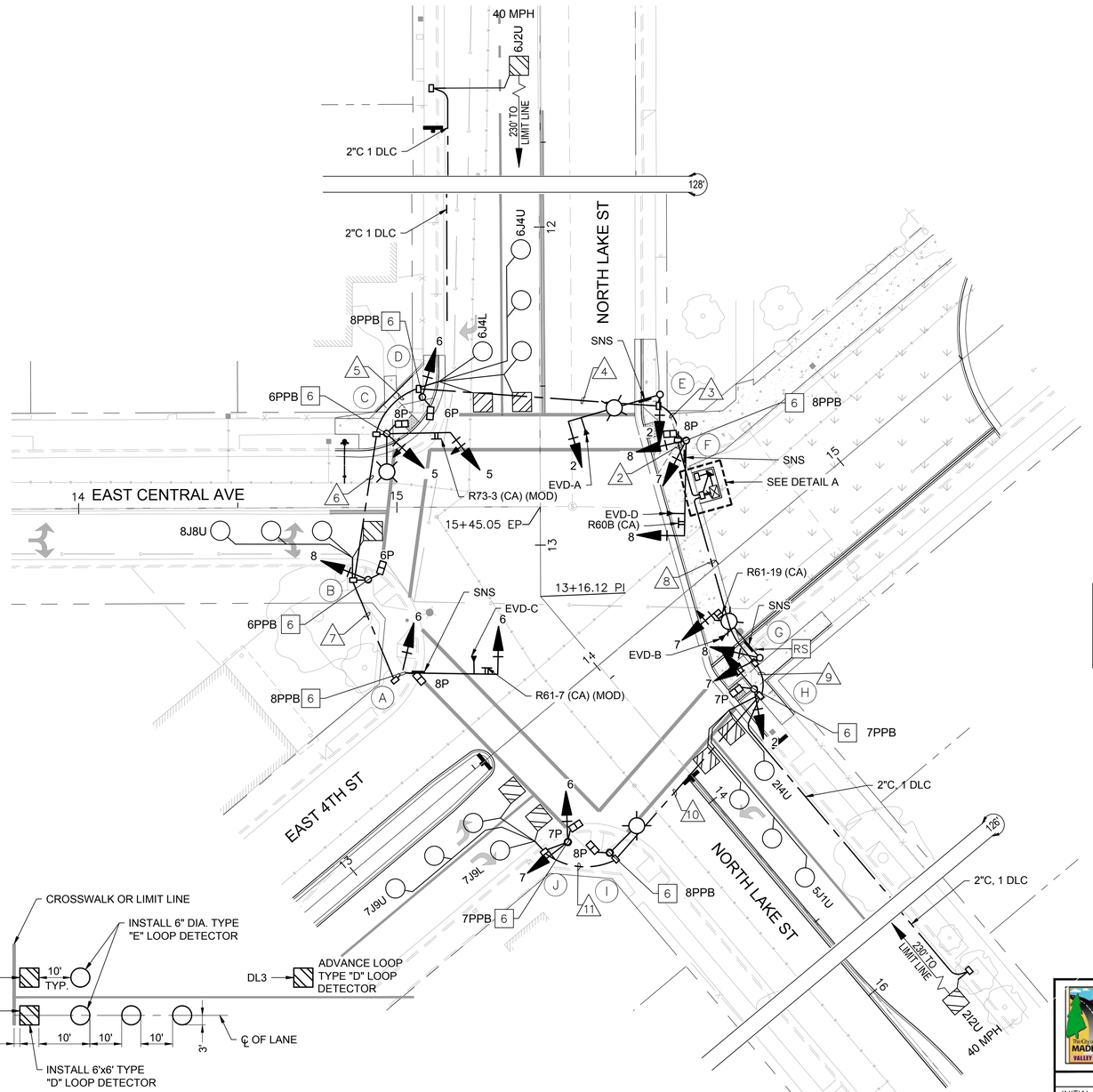
PROPOSED PHASE DIAGRAM

EMERGENCY VEHICLE PREEMPTION (EVP)

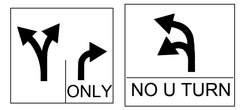
EVD-A = 2 + 5
EVD-B = 7
EVD-C = 6
EVD-D = 8

N

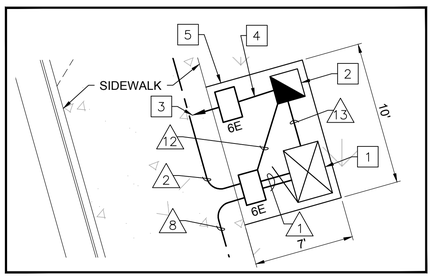
0 10' 20' 40'



SIGN LEGEND:



R61-7 (CA) (MOD) R73-3 (CA) (MOD)



DETAIL A
SCALE 1 " = 5'

TYPICAL LOOP DETECTOR SPACING
NOT TO SCALE

PRELIMINARY
90% PLANS

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY

Know what's Call below. before you dig.

Contractor shall call Underground Service Alert at 811 two working days prior to excavation

GHD Inc.
30 River Park Place West Suite 220
Fresno California 93720 USA
T 1 559 326 5900 W www.ghd.com

PRELIMINARY NOT FOR CONSTRUCTION

PREPARED UNDER THE DIRECTION OF:

DATE 8/16/2022

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This document shall not be used for construction unless signed and sealed for construction.

Scale 1" = 20'

Original Size Arch D

Bar is one inch on original size sheet 0 1"

GHD Project No. 11144963

Title

ELECTRICAL PLANS

Sheet No.

E-001

LAKE ST /4TH ST /CENTRAL AVE INTERSECTION IMPROVEMENTS

CITY OF MADERA
ENGINEERING DEPARTMENT
205 WEST 4TH STREET
MADERA, CA 93637

SHEET 13 OF 14 SHEETS

APPROVED BY: _____ DATE _____
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: NBC, KCS CHECKED BY:
DRAWN BY: NBC, KCS INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
FEDERAL PROJECT No. CML 5157(102)

Aug/31/2022 2:52 AM
\\GHDNET\GHD\US\KN1\JOBS\12610\55\PROJECTS\SIGNAL\R46\DWG\Plot_DESIGN.ACAD 2018\E1E2\T25\254001

5.2 Roundabout Alternative

The Roundabout Alternative features converting the intersection of Lake Street/4th Street/Central Avenue from a 5-way all-way stop-control to a modern 4-leg single lane roundabout as shown on Figure 5.2. All approaches to the intersection are shown with shared lane markings. The Madera County Transportation Commission (MCTC) Active Transportation Plan, adopted in 2018, does not propose any dedicated bicycle lanes at the study intersection. The Lake Street bridge over the Fresno River will be retained with no impacts to the structure. The roundabout has an inscribed circle diameter of 116 feet with an 84 feet diameter central island, 16 feet circulatory roadway, and an 8 feet truck apron. The shared-use path has a width of 10 feet with a minimum landscaped buffer of 3-5 feet. Pedestrian crossings are shown a minimum of 20-25 feet from the circulatory roadway, and the pedestrian refuges at the splitter islands are at least 6 feet wide. Other intersection lane geometrics improvements are illustrated in Appendix D and are listed below:

– The roundabout was centered in between the existing structures located on each corner, in order to minimize right-of-way impacts.
– The northbound 4th Street approach shows a wider median, in order to provide speed control on this entry.
– In order to accommodate a right turning truck, a truck blister was added to the northwest and southern corners of the roundabout. The truck blister is constructed out of the same material as the truck apron and allows the back tires of the truck's trailer to off-track onto it as the truck completes the right turn.
– The approach roadways are shown with splitter islands, which provide necessary deflection and speed control for entering vehicles.
– The roundabout footprint encroaches beyond the right-of-way in four of the five corners with impacts to the adjacent properties. Property impacts could be reduced by modifying the minimum width of the proposed shared-use path and landscape buffer. The National Cooperative Highway Research Program (NCHRP) Report 672 entitled "Roundabouts: An Informational Guide, 2nd Edition" is the design guide used to design roundabouts. This guide recommends a shared-use path width of 10 feet with 8 feet being the minimum, and a landscape buffer of 5 feet with 3 feet being the minimum. Removing the landscape buffer can be done, but a vertical barrier would be required between the circulatory roadway and the shared-use path, in order to be ADA compliant.
– In addition to direct property impacts due to the construction footprint, there are other property impacts due to sight distance requirements. As illustrated on Figure 5.2, these property impacts encroach into three corners, and buildings on the west side restrict the available sight distance.

5.2.1 Roundabout Performance Checks

Due to the complexity in the design, several performance checks have been conducted to verify the Roundabout's feasibility. These performance checks meet Caltrans Highway Design Manual (HDM) 405.10 which mandates conformance with the National Cooperative Highway Research Program (NCHRP) Report 672 entitled "Roundabouts: An Informational Guide, 2nd Edition".

The following design criteria were used to analyze the geometrics and safety performance of the proposed Roundabout Alternative:

– Criteria and methodologies to be consistent with Caltrans DIB 80-01, Caltrans HDM, and NCHRP Report 672. This document supersedes the original roundabout guide published by the FHWA in 2000.
– The “WB-40” design vehicle from the American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets, 5th Edition (updated 2004), shall be accommodated on all movements. This vehicle shall be accommodated such that the tractor portion of the vehicle does not need to mount any truck aprons.
– The “S-BUS-40” design vehicle from the American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets, 5th Edition (updated 2004), shall be accommodated on all movements. This vehicle shall be accommodated such that the bus does not need to mount any truck aprons.

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- Fast path entry speeds on single lane roundabout approaches should be 25 mph or less.
- Minimum stopping sight distance for posted speed limits should be provided for vehicles approaching roundabout entrances and pedestrian crosswalks.
- View angles for all legs of the roundabout should be no more than 15 degrees.
- Entry angles for all legs of the roundabout should be between 20 and 40 degrees.

Exhibits illustrating the truck turns for each condition and the fastest path analysis, stopping sight and intersection sight distance analysis, and intersection view angle exhibits are provided in Appendix D.

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Figure 5.2 Roundabout Alternative Preliminary Layout

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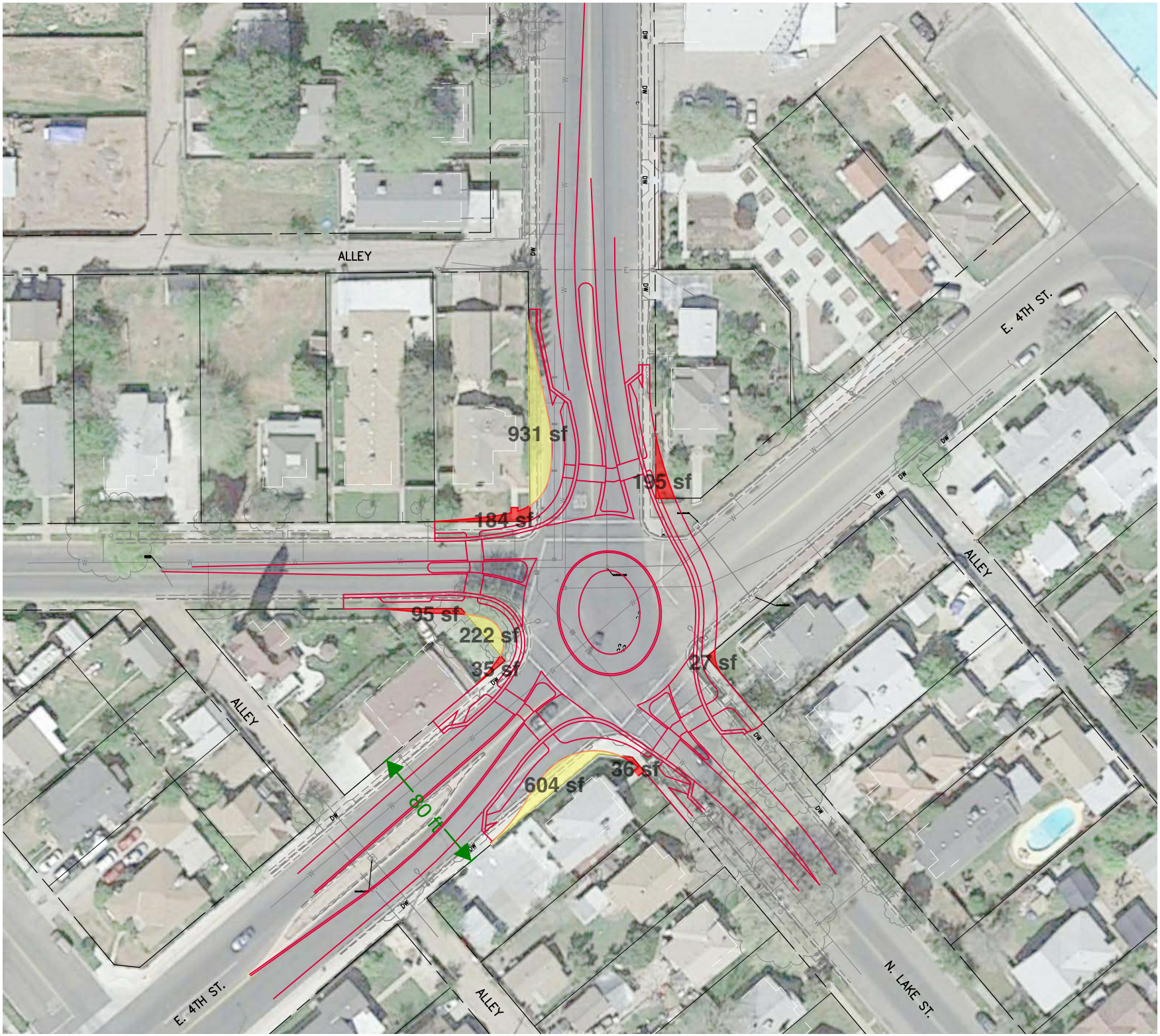
ALLEY
E. 4TH ST.
931 sf
195 sf
184 sf
95 sf
222 sf
35 sf
27 sf
ALLEY
ALLEY
36 sf
604 sf
80 ft
E. 4TH ST.
ALLEY
N. LAKE ST.

5.2.2 Fastest Path and Vehicle Speed Checks

The “Fastest Path” represents the path that the most aggressive drivers could take through the roundabout and assumes no other traffic to be within the intersection. NCHRP Report 672 indicates that the recommended maximum vehicle entry speeds along the fastest path should be less than 25 mph at urban single-lane roundabouts. NCHRP Report 672 also indicates that the differential speed between consecutive or conflicting projected fast path speeds should be less than 15 mph.

Fastest path speeds are determined for five locations per approach. These include entry speeds (referred to as V1); through movement circulating speeds (V2); exiting speeds (V3); left turn movement circulating speeds (V4); and right turn speeds (V5). A diagram of the described locations for a generic roundabout is shown in Figure 5.3.

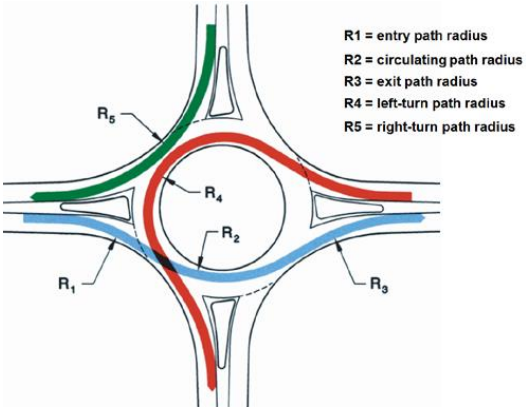

Figure 5.3 Fast Path Critical Speed Locations

Fastest path speeds for the Roundabout Alternative are shown in Table 5.1. Exhibits illustrating the fastest path analysis can be found in Appendix D.

Table 5.1 Fastest Path Speeds (MPH)

MOVEMENT	NB LAKE STREET (N#)	SB LAKE STREET (S#)	NEB 4TH STREET (NE#)	EB CENTRAL AVENUE (E#)
ENTERING (R1)	21.9	22.4	21.8	20.8
CIRCULATING (R2	22.5	24.4		31.2
EXITING (R3)	31.4	21.7		38.1
LEFT TURN (R4)	14.6		14.8	14.0
RIGHT TURN (R5)		13.4	15.7	15.4

Notes:
All values are in miles per hour
V3 exiting speeds are derived from vehicle acceleration formulas in NCHRP 672
V3 fast path speed measured at exit crosswalk or 100 feet downstream from V2.
N/A = Fastest path speed does not exist for this approach
2% cross-slope assumed for determining Fastest path

As shown, the fastest path entering and right turn speeds are less than the maximum speed of 25 mph for a single lane approach. Therefore, these fastest path speeds are acceptable for this planning document. Because the Roundabout Alternative naturally slows vehicles to 25 mph or less, the vehicle traffic will be quieter than the Traffic Signal Alternative.

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5.2.3 Sight Distance

Intersection sight distance differs at roundabouts versus other intersections. Drivers must be able to see potentially conflicting oncoming traffic from the left as they approach the roundabout entry. NCHRP Report 672 provides methodologies to establish the required sight distance triangles for conflicting traffic, as well as pedestrians in crosswalks, for both the entering and circulating vehicle movements. The stopping and intersection sight distance triangles were overlaid onto the proposed Roundabout Alternative to show clear vision areas for the intersection. Sight distance lengths vary according to vehicle fast path vehicle speeds. Intersection sight distances were calculated using a critical headway time t_c of 5.0 seconds, unless noted otherwise.

Table 5.2 presents the required intersection sight distances with the corresponding sight triangles shown in Appendix D.

Table 5.2 Intersection Sight Distance

LEG	APPROACH		CONFLICTING SPEED (MPH)	SIGHT TRIANGLE LENGTH (FT)
NB LAKE STREET	NEB 4TH STREET	ENTERING LEG (D1)	21.8	159.9
	EB CENTRAL AVENUE	CIRCULATING LEG (D2)	14.0	103.0
SB LAKE STREET	NB LAKE STREET	CIRCULATING LEG (D2)	14.6	107.1
NEB 4TH STREET	EB CENTRAL AVENUE	ENTERING LEG (D1)	26.0	183.2*
	SB LAKE STREET	CIRCULATING LEG (D2)	24.4	178.8
EB CENTRAL AVENUE	SB LAKE STREET	ENTERING LEG (D1)	23.4	163.8**

Notes: Intersection Stopping Sight Distance criteria obtained from NCHRP Report 672 with 5 second Critical Headway (tc)
*Critical Headway = 4.8 seconds.
**Critical Headway = 4.77 seconds.

Required stopping sight distances at the entries to the roundabout are provided in Table 5.3 and the pedestrian crossing stopping distances are provided in Table 5.4.

Table 5.3 Stopping Sight Distance to Entry

APPROACH	INITIAL SPEED (MPH)	STOPPING SIGHT DISTANCE (FT)
NB LAKE STREET	35.0	247.3
SB LAKE STREET	35.0	247.3
NEB 4TH STREET	35.0	247.3
EB CENTRAL AVENUE	35.0	247.3

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Table 5.4 Stopping Sight Distance to Pedestrian Crossing

LEG	APPROACH		CONFLICTING SPEED (MPH)	SIGHT TRIANGLE LENGTH (FT)
NB LAKE STREET	NB LAKE STREET	INITIAL SPEED	35.0	247.3
	NEB 4TH STREET	RIGHT TURN (V5)	15.7	81.8
	EB CENTRAL AVENUE	CIRCULATING SPEED (V2)	26.0	161.0
SB LAKE STREET	SB LAKE STREET	INITIAL SPEED	35.0	247.3
	NB LAKE STREET	CIRCULATING SPEED (V2)	22.2	129.2
NEB 4TH STREET	NEB 4TH STREET	INITIAL SPEED	35.0	247.3
	EB CENTRAL AVENUE	RIGHT TURN (V5)	15.4	79.6
	SB LAKE STREET	CIRCULATING SPEED (V2)	23.4	139.0
EB CENTRAL	EB CENTRAL AVENUE	INITIAL SPEED	35.0	247.3
	SB LAKE STREET	RIGHT TURN (V5)	13.4	66.3

From Table 5.2, Table 5.3, Table 5.4, and the corresponding figures in Appendix D, the proposed Roundabout Alternative provides sufficient sight distance. Special consideration to landscaping features in the sight triangles will be necessary to ensure proper sight distance at the intersection.

5.2.4 View Angles

The angle between consecutive entries must not be overly acute in order to allow drivers to comfortably turn their heads to the left to view oncoming traffic from the adjacent upstream entry. Guidance from the NCHRP section 6.7.4 recommends a minimum 75° intersection angle (15° view angle). All approaches have view angles that are less than 15°; see Appendix D for the figure showing the view angles.

6. Capacity Analysis – Build Alternatives

This section includes a capacity assessment and analysis of the 4-leg Lake Street/4th Street/Central Avenue intersection for the Traffic Signal Alternatives and for the Roundabout Alternative. Each alternative is evaluated under both Existing (2024) and Design Year (2045) conditions.

6.1 Traffic Signal Alternatives Analysis

This section provides a summary of the peak hour intersection operations associated with the Traffic Signal Alternatives under Existing Year (2024) and Design Year (2045) conditions. LOS worksheets for each analysis condition are provided in Appendix B.

6.1.1 Existing Year (2024)

Table 6.1 and Table 6.2 show the LOS and 95th percentile queues for Existing Year conditions with single and dual configurations, respectively.

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Table 6.1 Traffic Signal 1 – Existing Year (2024) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	Signal	55	D	21.1	C	-	-	20.4	C	-	-
	EB Left/Right				27.9	C	97	435	27.0	C	116	435
	SB Thru				19.1	B	115	670	21.5	C	133	670
	SB Right				19.8	B	165	300	21.0	C	181	300
	NWB Left				30.6	C	79	220	28.7	C	90	220
	NWB Thru				10.6	B	70	365	12.7	B	119	365
	NEB Left				26.1	C	130	315	22.4	C	196	315
	NEB Right				20.7	C	71	315	16.0	B	94	315

Notes:

1. Signal analyzed using HCM 2000 Methodology
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the Traffic Signal 1 Alternative is projected to provide acceptable intersection LOS for the study intersection with acceptable 95th percentile queues.

Table 6.2 Traffic Signal 2 – Existing Year (2024) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	Signal	55	D	19.2	B	-	-	17.3	B	-	-
	EB Left/Right				25.5	C	87	435	23.0	C	111	435
	SB Thru				17.5	B	119	670	18.2	B	128	670
	SB Right				18.1	B	167	300	17.8	B	187	300
	NWB Left				27.6	C	85	220	23.8	C	95	220
	NWB Thru				9.2	A	88	365	9.8	A	139	365
	NEB Left				23.0	C	110	315	18.8	B	160	315
	NEB Right				21.4	C	62	315	17.0	B	77	315

Notes:

1. Signal analyzed using HCM 2000 Methodology
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the Traffic Signal 2 Alternative is projected to provide acceptable intersection LOS for the study intersection with acceptable 95th percentile queues.

6.1.2 Design Year (2045)

Table 6.3 and Table 6.4 show the LOS and 95th percentile queues for Design Year conditions with single and dual configurations, respectively.

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Table 6.3 Traffic Signal 1 – Design Year (2045) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	Signal	55	D	23.1	C	-	-	23.7	C	-	-
	EB Left/Right				30.7	C	107	435	29.4	C	131	435
	SB Thru				20.6	C	146	670	25.4	C	177	670
	SB Right				22.2	C	206	300	25.1	C	264	300
	NWB Left				36.8	D	97	220	41.9	D	123	220
	NWB Thru				11.5	B	90	365	15.3	B	168	365
	NEB Left				27.2	C	157	315	24.2	C	250	315
	NEB Right				20.6	C	70	315	15.9	B	134	315

Notes:
1. Signal analyzed using HCM 2000 Methodology
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the Traffic Signal 1 Alternative is projected to provide acceptable intersection LOS for the study intersection with acceptable 95th percentile queues.

Table 6.4 Traffic Signal 2 – Design Year (2045) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	Signal	55	D	20.5	C	-	-	19.1	B	-	-
	EB Left/Right				27.6	C	102	435	24.7	C	135	435
	SB Thru				18.5	B	135	670	20.2	C	173	670
	SB Right				19.9	B	205	300	20.1	C	240	300
	NWB Left				31.5	C	105	220	30.0	C	122	220
	NWB Thru				9.8	A	104	365	11.2	B	166	365
	NEB Left				23.2	C	145	315	19.7	B	188	315
	NEB Right				21.4	C	60	315	17.4	B	106	315

Notes:
1. Signal analyzed using HCM 2000 Methodology
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the Traffic Signal 2 Alternative is projected to provide acceptable intersection LOS for the study intersection with acceptable 95th percentile queues.

6.2 Roundabout Alternative Analysis

This section provides a summary of the peak hour intersection operations associated with the Roundabout Alternative under Existing Year (2024) and Design Year (2045) conditions. LOS worksheets for each analysis condition and lane geometrics used for this analysis are provided in Appendix C.

6.2.1 Existing Year (2024)

Table 6.5 shows the LOS and 95th percentile queues for Existing Year conditions.

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Table 6.5 Roundabout – Existing Year (2024) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	RNDBT	55	D	7.3	A	-	-	7.8	A	-	-
	EB Left/Thru/Right				7.8	A	17	435	7.3	A	17	435
	SB Left/Thru/Right				6.3	A	74	670	6.4	A	64	670
	NWB Left/Thru/Right				7.0	A	37	365	7.6	A	66	365
	NEB Left/Thru/Right				9.2	A	44	315	9.5	A	79	315

Notes:
1. RNDBT = Roundabout
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the Roundabout Alternative is projected to provide acceptable intersection LOS for the study intersection with acceptable 95th percentile queues.

6.2.2 Design Year (2045)

Table 6.6 shows the LOS and 95th percentile queues for Design Year conditions.

Table 6.6 Roundabout – Design Year (2045) Peak Hour Traffic Operations

#	Intersection	Control Type[1,2]	Target		AM Peak Hour				PM Peak Hour			
			Delay (sec)	LOS[4]	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage	Delay (sec)	LOS	95th Percentile Queue (ft)	Available Storage
1	*N Lake St & E 4th St/E Central Ave*	RNDBT	55	D	7.5	A	-	-	8.3	A	-	-
	EB Left/Thru/Right				8.3	A	21	435	7.8	A	22	435
	SB Left/Thru/Right				6.3	A	85	670	6.6	A	83	670
	NWB Left/Thru/Right				7.2	A	43	365	8.1	A	88	365
	NEB Left/Thru/Right				9.4	A	52	315	10.4	B	111	315

Notes:
1. RNDBT = Roundabout
2. LOS = Delay based on average of all approaches
3. **Bold** = Unacceptable LOS and/or Queuing Conditions
4. Target LOS per the *City of Madera General Plan*

As shown, the Roundabout Alternative is projected to provide acceptable intersection LOS for the study intersection with acceptable 95th percentile queues.

6.3 Intersection LOS Summary

Table 6.7 summarizes the intersection LOS for each alternative under both Existing Year and Design Year conditions as previously shown.

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Table 6.7 Intersection LOS Summary

Alternative	Target LOS[2]	Existing Year (2024)		Design Year (2045)	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
No Build	D	A	**F**	C	**F**
Traffic Signal 1		C	C	C	C
Traffic Signal 2		B	B	C	B
Roundabout		A	A	A	A

Notes:

1. **Bold** = Unacceptable LOS
2. Target LOS per the *City of Madera General Plan*

7. Safety Considerations

Safety is a key evaluation factor, and one of the goals of the evaluation process is to identify projects that will ensure a reasonable level of safety and operational performance for all users.

7.1 Historic Collision Data

Historical collision data for a five-year interval (2019 through 2023) was obtained from the Statewide Integrated Traffic Records System (SWITRS). Table 7.1 provides the summary of the types of collisions that were reported to have occurred during that time at the study intersection.

Table 7.1 Collision Data

Intersection	Year					Severity					Collision Type							Total
	2019	2020	2021	2022	2023	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only	Head On	Sideswipe	Rear End	Broadside	Hit Object	Overturned	Vehicle-Pedestrian	
N Lake St & E 4th St/E Central Ave	2	3	2	3	0	0	0	0	0	10	0	2	5	1	1	0	1	10

As shown, there were 10 collisions reported at the study intersection for the five-year interval. There were no fatalities, severe injuries, other visible injuries, or complaints of pain reported; all collisions resulted in property damage only. Half were rear end collisions, more than any other type. 4 of the 5 rear end collisions were as a result of unsafe speeds when approaching the intersection. There was one reported pedestrian related collision that was due to a pedestrian right of way violation.

7.2 Safety Analysis

7.2.1 Crash Modification Factors

The CMF Clearinghouse, hosted by the Federal Highway Administration (FHWA), documents Crash Modification Factors (CMF). These values represent the expected proportion of existing collisions that would occur following implementation of a countermeasure. The Clearinghouse includes CMF values for conversion of intersection geometry:

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– CMF for converting stop control to roundabout: 0.28 (equivalent to 72% reduction)
– CMF for converting stop control to traffic signal: 0.61 (equivalent to 39% reduction)

As shown, converting to a roundabout would be expected to bring about a larger reduction in collisions than would converting to a traffic signal.

7.2.2 Number of Conflicting Points

CMF factors do not account for the 5-legged intersection, which needs a detailed examination of conflict point parameters for both the Signal Alternative and Roundabout Alternatives the number of conflicting points within an intersection directly correlates to the risk of an incident, especially at intersections. Conflicting points are locations at which a roadway user can cross, merge, diverge, etc. with another roadway user. A diagram of conflict locations at typical 4-legged intersections are provided in Figure 7.1.

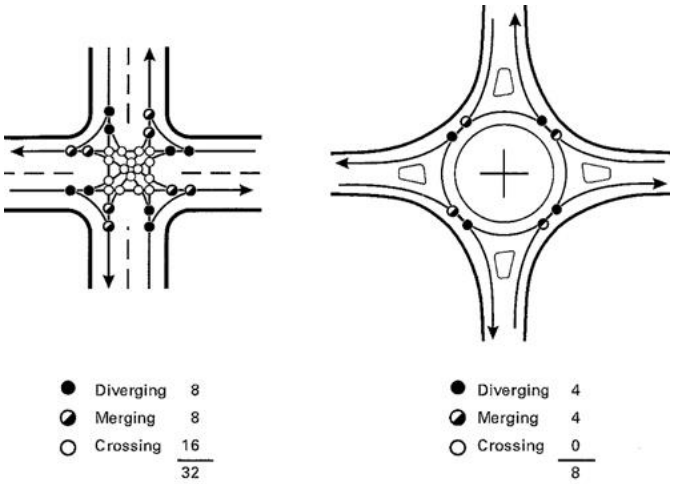

Figure 7.1 Typical Conflict Points at Typical Intersections

The number of conflicting points for each of the proposed alternatives is as follows:

– Traffic Signal Alternatives: 32 Conflicts
– Roundabout Alternative: 8 Conflicts

The analysis above illustrates the advantages that the Roundabout Alternative provides by significantly reducing the number of conflict points between vehicles and further justifies the lower CMF value as the exposure to risk is significantly reduced at roundabout intersections.

7.2.3 Traffic Calming and Collision Severity

Typically, the roundabout geometric design necessitates drivers to reduce speed in the intersection to 15-25 MPH, resulting in traffic calming. Conversely, drivers can potentially travel through a signalized intersection at speeds higher than posted speed limits due to the lack of geometric constraints. Due to lower travel speeds through the intersection, the Roundabout Alternative is likely to reduce the severity of any collisions that do occur.

7.2.4 Pedestrian and Bicycle Safety

Since no dedicated bicycle lanes are proposed at the study intersection in the MCTC Active Transportation Plan, no bike lanes are proposed with any alternative. Cyclists would share the travel lane with vehicles as with the existing configuration.

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With the Roundabout Alternative, cyclists would ride in the roundabout as do vehicles. Cyclists may have increased comfort due to the slower speeds that a roundabout provides; the average vehicle speed in a roundabout is nearly the same speed as a cyclist. The sidewalk is separated from the roundabout circulatory roadway with a landscaped buffer. This buffer screens pedestrians from the moving vehicles and directs pedestrians to the marked crossing locations. The crosswalks are split into two stages with the provision of pedestrian refuges in the splitter island. Thereby, pedestrians only need to cross one direction of traffic at a time and the amount of sustained time a pedestrian is in potential conflict with vehicles is reduced.

With the traffic signal alternatives, pedestrians would wait for Walk signs to cross. Compared to the Roundabout Alternative, where pedestrians would only cross one lane of traffic at a time, with the traffic signal alternatives pedestrians would need to cross up to four lanes of traffic at a time.

8. Alternatives Comparison

8.1 Traffic Signal Alternatives

Based on the geometric concept shown on Figure 5.1 and also provided in Appendix D, the Traffic Signal Alternatives have the following potential impacts and considerations:

– The intersection improvements under this alternative would encroach into the adjacent property at the northwest corner of the intersection. Partial acquisition of this parcel would be required.
– Reconstructed curb return with ADA compliant pedestrian ramps will be provided on the northwest return.
– The northeast leg of 4th Street will be terminated at the alley and will no longer be part of the intersection. A sidewalk connection will be provided between Lake Street and the existing sidewalk on this leg of 4th Street.
– Approximately 29 on-street parking spaces will be eliminated on the approach roadways to accommodate the additional turn lanes. Eleven of these spaces are part of the northeast leg of 4th Street that will be removed.
– The intersection will be converted from all-way stop control, and a traffic signal will be installed.

8.2 Roundabout Alternative

Based on the geometric concept shown on Figure 5.2 and also provided in Appendix D, the Roundabout Alternative has the following potential impacts and considerations:

– The intersection improvements under this alternative would encroach into the adjacent properties at the corners of the intersection. Partial acquisition of each parcel would be required.
– The northeast leg of 4th Street will be terminated at the alley and will no longer be part of the intersection. A sidewalk connection will be provided between Lake Street and the existing sidewalk on this leg of 4th Street.
– Shared-use paths (10 feet) are proposed to be provided on each corner of the intersection with landscaped buffers.
– Approximately 40 on-street parking spaces will be eliminated on the approach roadways to accommodate the proposed curb alignments. Eleven of these spaces are part of the northeast leg of 4th Street that will be removed.

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9. Life-Cycle Analysis

9.1 Collision Costs

Collision costs for each alternative have been calculated based on the recent collision history, the expected crash reduction (CMF) for the intersection type, and the approximate societal costs of each collision severity from the Highway Safety Manual (HSM). The societal costs per collision, adjusted to 2024 dollars, are as follows:

– Fatal Collision: $8,808,200
– Severe Injury Collision: $474,600
– Other Visible Injury Collision: $173,600
– Complaint of Pain Collision: $98,700
– Property Damage Only (PDO) Collision: $16,200

At the study intersection, there were a total of 10 reported collisions for the five-year interval analyzed (2019-2023). All were property damage only collisions. As such, the total collision cost is calculated to be $162,000. The annual collision cost is calculated to be $32,400.

– Using the CMF of 0.61, the expected collision cost for the Signal Alternatives is $19,800/year.
– Using the CMF of 0.28, the expected collision cost for the Roundabout Alternative is $9,100/year.

Therefore, the Roundabout Alternative would be expected to result in lower annual collision costs when compared to the Signal Alternatives.

9.2 Capital Costs

9.2.1 Construction Costs

Preliminary estimated construction costs have been developed for both the Traffic Signal Alternatives and the Roundabout Alternative with copies of these preliminary cost estimates provided in Appendix D. The estimated construction costs for each alternative, escalated to 2024 dollars, are provided below:

– $2.1 Million for the Traffic Signal Alternatives
– $3.2 Million for the Roundabout Alternative

As shown, the construction costs, which represent an initial project capital investment, will be lower for the Traffic Signal Alternatives when compared to the Roundabout Alternative.

Additionally, for any alternative the landscape construction cost for the park on the east leg of 4th Street is estimated at $320,000.

9.2.2 Right-of-Way Costs

Preliminary costs for right-of-way were estimated and are provided in Table 9.1. For this study, $7.50 per square foot was assumed for partial right-of-way takes. No full right-of-way takes were assumed to be necessary.

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Table 9.1 Preliminary Right-of-Way Impacts and Costs

Property	Traffic Signal Alternatives	Roundabout Alternative
NW Corner of Lake St and Central Ave	$1,200	$6,000
SW Corner of Central Ave and 4th St	$0	$3,000
North Side Central Ave West of Lake St	$0	$1,200
SE Corner of 4th St and Lake St	$0	$3,000
NE Corner of 4th St and Lake St	$0	$6,000
Estimated Right-of-Way Costs	**$1,200**	**$19,200**

As shown, the Roundabout Alternative has a larger impact on the adjacent properties and results in greater right-of-way costs when compared to the Traffic Signal Alternatives. Right-of-way costs also represent an initial project capital investment.

9.3 Other Costs

9.3.1 Operation & Maintenance Cost

The maintenance and operation cost for a traffic signal includes providing power service to the signal and street lighting ($3,000 annually), signal retiming ($2,000 every three years), and signal maintenance for power outages/new detector loops/etc. ($3,000 annually) for a total annual cost of approximately $8,000.

The roundabout alternative would incur much lower operation and maintenance costs limited to the cost to power street lighting, which is estimated at $1,500 annually.

9.3.2 Landscape Maintenance Cost

It is difficult to quantify the landscape maintenance cost at this level since the cost is directly proportional to the area covered by the landscape. Roundabouts typically have a central island covered by landscaping, as well as other landscaping features not typical for a signal.

The landscape maintenance cost is projected to be $3,000 per year for the Roundabout Alternative. The Traffic Signal Alternatives are assumed to have no landscaping that will need to be maintained; therefore, a cost of $0 per year was used for landscape maintenance cost.

9.3.3 Pavement Rehabilitation Cost

It is necessary for the function of a roadway to keep the pavement in good condition and maintain roadway striping and markings to assist users to navigate through an intersection or corridor safely and efficiently.

Intersections with traffic signals experience significant differential loading and pavement heaving perpendicular to the direction of travel. This is caused by frequent stopping and starting of vehicles at the intersection.

Roundabout intersections experience less severe pavement heaving, but when heaving does occur at roundabouts, it is typically parallel to the direction of travel and occurs near the outer edge of the roadway, along the curb line. This is caused by the constant angular forces experienced in and near the circulatory roadway. As a result, roundabout intersections do not typically require structural section reconstruction but just resurfacing.

Proper maintenance of the roadway profiles and cross slopes also ensure proper drainage flow and friction levels with tires. A roadway is typically resurfaced every 5-10 years. This report assumes pavement rehabilitation is expected to occur in the study area every 8 years.

The costs associated with pavement rehabilitation include removing and reconstructing the roadway structural section, resurfacing, and pavement delineation. Traffic signal rehabilitation projects typically require more structural section reconstruction than roundabout intersections, but roundabout intersections require more labor-intensive control when replacing the pavement delineation (striping and markings).

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9.4 Environmental Considerations

It is expected that the Roundabout Alternative would provide environmental benefits when compared to the Signal Alternatives since average vehicle delay would be lower. Additionally, vehicles approaching roundabouts in queues typically do not come to complete stops. As a result, fuel consumption and emissions would likely be lower throughout the life of the Roundabout Alternative, when compared to the Traffic Signal Alternatives.

9.5 Service Life

The proposed build alternatives are all projected to operate with acceptable LOS and queues in the Design Year 2045; however, the Roundabout Alternative is projected to operate with lower intersection delay than the Traffic Signal Alternatives.

It can be concluded that the Roundabout Alternative will provide increased benefit with regards to service life, when compared to the Traffic Signal Alternatives.

10. Summary of Findings

The forecasted traffic volumes for the Lake Street/4th Street/Central Avenue intersection reflect the anticipated growth in the City and surrounding areas. The No Build Alternative analysis shows increased congestion and delay in the Design Year 2045 indicating that significant improvements would need to be made to the study intersection.
Table 10.1 summarizes and compares the performance for two proposed Build Alternatives, Traffic Signal 2 (dual configuration) and Roundabout. Traffic Signal 1 (single configuration) was not selected for the comparison since the vehicular delay is higher than Traffic Signal 2.

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Table 10.1 Alternative Performance Comparison

Performance Measure	Traffic Signal 2 Alternative	Roundabout Alternative
Cumulative Condition		
Delay - LOS "D" or better LOS A rated at 5 and E rated at 1.	3.5 ✓	**5.0** ✓✓
95th % Queue - Adequate queue storage	✓	✓
Future Investment Needs		
Service Life – function past the design year	C ✓	**A** ✓✓
Costs		
Operations & Maintenance - Annualized	$8,000	**$4,500** ✓
Collision Costs - Annualized	$19,800	**$9,100** ✓
Delay Costs - Annualized	$90,600	**$37,200** ✓
Capital Costs	**$2,421,200** ✓	$3,539,200
Environmental Considerations		
Expected fuel consumption and emissions		✓
Truck Accommodations		
Serves design vehicle for all movements	✓	✓
Safety		
Vehicle Conflicts - The number of potential conflict points that may occur at the intersection based on layout geometry	32	**8** ✓
Pedestrian Safety - Exposure to traffic in terms of number of lanes, conflict points, crossing times, and expected vehicular speeds.	4 35-45 mph	**1** **15-25mph** ✓✓
Bicycle Safety - Exposure to traffic in terms of number of lanes, conflict points, and speed differential		✓
Property Impacts		
Property Impacts	**$1,200** ✓	$19,200
Local Access		
Maintains local access and circulation	✓	✓
Total Performance Score	**7**	**15**

Table 10.2 summarizes and compares the life cycle costs for the two alternatives.

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Table 10.2 Life Cycle Cost Comparison

Life Cycle Costs (to Design Year 2045)	Traffic Signal 2 Alternative	Roundabout Alternative
Collision and Mobility Costs		
Societal Collision Costs	$415,100	$190,600
Delay Costs	$1,991,100	$817,300
Project Costs including design, construction, and maintenance		
Operations and Maintenance Costs	$168,000	$94,500
Project Costs (including Right-of-Way)	$2,421,200	$3,539,200
Total Life Cycle Costs (Existing Year $)	**$4,995,400**	**$4,641,600**

11. Conclusions

As shown in Table 10.1, 15 performance measure points were assigned to the Roundabout Alternative, as compared to 7 for the Traffic Signal Alternative. As shown in Table 10.2, when compared to the Traffic Signal Alternative, implementation of the Roundabout Alternative will result in lower life cycle costs. Based on these results, the Roundabout Alternative would provide superior performance at a lower overall cost than the Traffic Signal Alternative for the Lake Street/4th Street/Central Avenue intersection.

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Appendices

Appendix A

Traffic Count Data Sheets

National Data & Surveying Services

Intersection Turning Movement Count

Location: N Lake St & E Central Ave/E 4th St
City: Madera
Control: 4-Way Stop

Project ID: 24-090116-001
Date: 9/19/2024

Data - Total

NS/EW Streets:	N Lake St					N Lake St					E Central Ave/E 4th St					E Central Ave/E 4th St										
AM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND					EASTBOUND2					
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
7:00 AM	11	12	0	0	6	0	12	38	0	1	24	0	8	0	0	0	0	1	0	0	0	0	0	4	0	117
7:15 AM	6	30	0	0	8	0	32	53	0	3	24	0	17	0	0	0	1	0	0	0	0	2	0	18	0	194
7:30 AM	11	39	1	0	9	0	42	57	0	2	42	0	11	0	0	1	0	0	0	0	0	9	0	21	0	245
7:45 AM	11	38	0	0	8	1	49	64	0	33	36	0	17	0	0	1	0	1	0	0	0	2	0	27	0	288
8:00 AM	8	36	1	0	15	0	49	45	0	7	50	0	22	0	0	1	0	0	0	0	0	3	0	12	0	249
8:15 AM	10	24	0	0	4	1	39	45	0	1	47	0	21	0	0	0	1	1	0	0	0	3	1	7	0	205
8:30 AM	4	21	0	0	7	0	25	47	0	5	43	0	19	0	0	0	1	0	0	0	0	0	0	8	0	180
8:45 AM	4	31	1	0	10	1	31	36	0	3	31	1	16	0	0	0	1	1	0	0	0	4	0	6	0	177
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	65	231	3	0	67	3	279	385	0	55	297	1	131	0	0	3	4	4	0	0	0	23	1	103	0	1655
APPROACH %'s :	17.76%	63.11%	0.82%	0.00%	18.31%	0.42%	38.64%	53.32%	0.00%	7.62%	69.23%	0.23%	30.54%	0.00%	0.00%	27.27%	36.36%	36.36%	0.00%	0.00%	0.00%	18.11%	0.79%	81.10%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																									TOTAL
PEAK HR VOL :	40	137	2	0	36	2	179	211	0	43	175	0	71	0	0	3	1	2	0	0	0	17	1	67	0	987
PEAK HR FACTOR :	0.909	0.878	0.500	0.000	0.600	0.500	0.913	0.824	0.000	0.326	0.875	0.000	0.807	0.000	0.000	0.750	0.250	0.500	0.000	0.000	0.000	0.472	0.250	0.620	0.000	0.857
			0.896					0.740					0.854					0.750								

PM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND										
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
2:00 PM	13	24	0	0	12	0	44	33	0	6	45	0	18	0	0	0	0	0	0	0	0	8	0	16	1	220
2:15 PM	15	35	0	0	10	0	38	39	0	2	50	0	18	0	1	0	0	0	0	0	0	4	0	11	0	223
2:30 PM	11	47	0	0	12	0	46	39	0	6	52	2	22	0	0	1	0	3	0	0	0	5	0	18	0	264
2:45 PM	12	58	1	0	19	2	46	58	0	21	51	1	20	0	0	0	0	1	1	0	0	4	0	11	0	306
3:00 PM	17	55	2	0	17	0	57	34	0	22	54	0	23	0	1	0	1	0	0	0	0	3	0	15	0	301
3:15 PM	20	62	1	0	9	0	52	45	0	9	48	0	26	0	0	0	1	0	0	0	0	6	0	23	0	302
3:30 PM	10	65	2	0	16	0	52	41	0	13	68	0	14	0	1	0	0	1	0	0	0	12	0	19	1	315
3:45 PM	14	58	1	0	7	0	54	41	0	8	59	0	19	0	1	0	0	0	0	1	0	5	1	14	1	284
4:00 PM	11	66	0	0	18	0	55	41	0	10	63	1	25	0	0	1	0	0	0	0	0	5	0	17	3	316
4:15 PM	12	54	1	0	21	0	62	38	0	13	75	1	24	0	0	1	2	0	0	0	0	5	0	14	0	323
4:30 PM	12	60	0	0	14	0	44	46	0	11	66	0	31	0	0	0	0	0	0	0	0	12	1	23	1	321
4:45 PM	13	49	0	0	16	0	61	33	0	12	79	0	35	0	0	1	1	0	0	0	0	6	0	22	0	328
5:00 PM	10	69	0	0	12	0	41	43	0	11	91	1	29	0	0	0	0	1	0	0	0	4	0	22	1	335
5:15 PM	12	72	0	0	6	0	53	48	0	9	71	0	31	0	1	0	0	0	0	0	0	5	0	17	0	325
5:30 PM	13	61	0	0	13	0	41	55	0	25	72	0	35	0	0	0	0	0	0	0	0	6	0	21	0	342
5:45 PM	12	48	0	0	20	1	49	50	0	20	75	0	19	0	0	0	0	0	0	0	0	8	0	12	0	314
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	207	883	8	0	222	3	795	684	0	198	1019	6	389	0	5	4	5	6	1	1	0	98	2	275	8	4819
APPROACH %'s :	15.68%	66.89%	0.61%	0.00%	16.82%	0.18%	47.32%	40.71%	0.00%	11.79%	71.81%	0.42%	27.41%	0.00%	0.35%	23.53%	29.41%	35.29%	5.88%	5.88%	0.00%	25.59%	0.52%	71.80%	2.09%	
PEAK HR :	04:45 PM - 05:45 PM																									TOTAL
PEAK HR VOL :	48	251	0	0	47	0	196	179	0	57	313	1	130	0	1	1	1	1	0	0	0	21	0	82	1	1330
PEAK HR FACTOR :	0.923	0.872	0.000	0.000	0.734	0.000	0.803	0.814	0.000	0.570	0.860	0.250	0.929	0.000	0.250	0.250	0.250	0.250	0.000	0.000	0.000	0.875	0.000	0.932	0.250	0.972
			0.951					0.893					0.919					0.375								

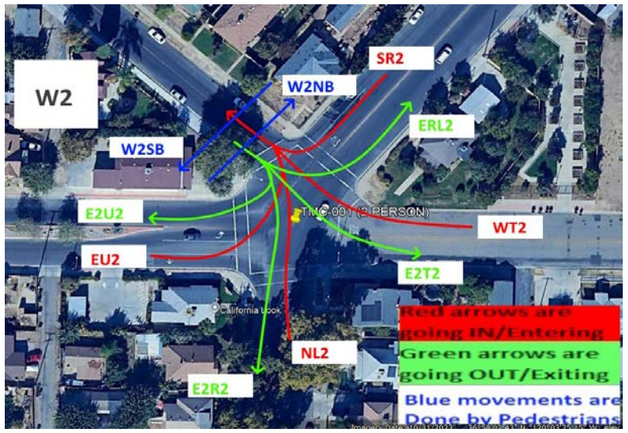
Explanation for extra leg movements

Movements entering the extra leg

SR2	Movements coming from SB on N Lake St entering into the Extra Leg (E Central Ave)
WT2	Movements coming from WB on E 4th St entering into the Extra Leg (E Central Ave)
NL2	Movements coming from NB on N Lake St entering into the Extra Leg (E Central Ave)
EU2	Movements coming from EB on E 4th St entering into the Extra Leg (E Central Ave)

Movements exiting the extra leg

E2U2	Movements exiting from Extra Leg (E Central Ave) entering into E 4th St heading EB.
E2R2	Movements exiting from Extra Leg (E Central Ave) entering into N Lake St heading NB.
E2T2	Movements exiting from Extra Leg (E Central Ave) entering into E 4th St heading WB.
E2L2	Movements exiting from Extra Leg (E Central Ave) entering into N Lake St SB.



National Data & Surveying Services

Intersection Turning Movement Count

Location: N Lake St & E Central Ave/E 4th St
City: Madera
Control: 4-Way Stop

Project ID: 24-090116-001
Date: 9/19/2024

Data - Cars

NS/EW Streets:	N Lake St					N Lake St					E Central Ave/E 4th St					E Central Ave/E 4th St										
AM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND					EASTBOUND2					
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
7:00 AM	11	12	0	0	5	0	12	38	0	1	24	0	7	0	0	0	0	1	0	0	0	0	0	4	0	115
7:15 AM	5	29	0	0	8	0	32	50	0	2	23	0	16	0	0	0	1	0	0	0	0	2	0	15	0	183
7:30 AM	11	38	1	0	9	0	42	56	0	2	41	0	11	0	0	1	0	0	0	0	0	9	0	21	0	242
7:45 AM	11	38	0	0	8	1	49	63	0	33	36	0	17	0	0	1	0	1	0	0	0	2	0	27	0	287
8:00 AM	8	35	1	0	15	0	46	45	0	7	49	0	21	0	0	1	0	0	0	0	0	3	0	12	0	243
8:15 AM	10	21	0	0	4	1	38	43	0	0	46	0	19	0	0	0	1	1	0	0	0	3	1	7	0	195
8:30 AM	3	21	0	0	7	0	24	46	0	5	42	0	18	0	0	0	1	0	0	0	0	0	0	8	0	175
8:45 AM	4	30	1	0	10	1	31	36	0	3	31	1	16	0	0	0	1	1	0	0	0	4	0	6	0	176
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	63	224	3	0	66	3	274	377	0	53	292	1	125	0	0	3	4	4	0	0	0	23	1	100	0	1616
APPROACH %'s :	17.70%	62.92%	0.84%	0.00%	18.54%	0.42%	38.76%	53.32%	0.00%	7.50%	69.86%	0.24%	29.90%	0.00%	0.00%	27.27%	36.36%	36.36%	0.00%	0.00%	0.00%	18.55%	0.81%	80.65%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																									TOTAL
PEAK HR VOL :	40	132	2	0	36	2	175	207	0	42	172	0	68	0	0	3	1	2	0	0	0	17	1	67	0	967
PEAK HR FACTOR :	0.909	0.868	0.500	0.000	0.600	0.500	0.893	0.821	0.000	0.318	0.878	0.000	0.810	0.000	0.000	0.750	0.250	0.500	0.000	0.000	0.000	0.472	0.250	0.620	0.000	
			0.890					0.729					0.857					0.750								0.842

PM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND										
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
2:00 PM	13	24	0	0	12	0	42	33	0	6	45	0	18	0	0	0	0	0	0	0	0	8	0	16	1	218
2:15 PM	14	34	0	0	10	0	38	38	0	2	46	0	17	0	1	0	0	0	0	0	0	4	0	11	0	215
2:30 PM	11	46	0	0	11	0	44	38	0	6	51	2	22	0	0	1	0	3	0	0	0	5	0	18	0	258
2:45 PM	12	55	1	0	19	2	46	55	0	21	50	1	19	0	0	0	0	1	1	0	0	4	0	11	0	298
3:00 PM	16	55	2	0	16	0	53	32	0	22	54	0	23	0	1	0	1	0	0	0	0	3	0	14	0	292
3:15 PM	20	61	1	0	9	0	52	44	0	9	47	0	26	0	0	0	1	0	0	0	0	6	0	23	0	299
3:30 PM	10	64	2	0	16	0	51	41	0	13	68	0	13	0	1	0	0	1	0	0	0	10	0	19	1	310
3:45 PM	14	58	1	0	7	0	54	40	0	8	59	0	19	0	1	0	0	0	0	1	0	5	1	14	1	283
4:00 PM	10	66	0	0	18	0	54	38	0	10	61	1	25	0	0	1	0	0	0	0	0	5	0	17	3	309
4:15 PM	11	54	1	0	21	0	62	38	0	12	75	1	24	0	0	1	2	0	0	0	0	5	0	14	0	321
4:30 PM	12	60	0	0	14	0	44	44	0	11	66	0	31	0	0	0	0	0	0	0	0	12	1	23	1	319
4:45 PM	11	49	0	0	16	0	61	33	0	12	79	0	35	0	0	1	1	0	0	0	0	6	0	22	0	326
5:00 PM	10	68	0	0	12	0	41	41	0	11	90	1	28	0	0	0	0	1	0	0	0	4	0	22	1	330
5:15 PM	12	71	0	0	6	0	53	47	0	9	71	0	31	0	1	0	0	0	0	0	0	5	0	17	0	323
5:30 PM	13	60	0	0	13	0	41	55	0	25	72	0	35	0	0	0	0	0	0	0	0	6	0	20	0	340
5:45 PM	12	48	0	0	20	1	49	50	0	20	75	0	19	0	0	0	0	0	0	0	0	8	0	12	0	314
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	201	873	8	0	220	3	785	667	0	197	1009	6	385	0	5	4	5	6	1	1	0	96	2	273	8	4755
APPROACH %'s :	15.44%	67.05%	0.61%	0.00%	16.90%	0.18%	47.52%	40.38%	0.00%	11.92%	71.81%	0.43%	27.40%	0.00%	0.36%	23.53%	29.41%	35.29%	5.88%	5.88%	0.00%	25.33%	0.53%	72.03%	2.11%	
PEAK HR :	04:45 PM - 05:45 PM																									TOTAL
PEAK HR VOL :	46	248	0	0	47	0	196	176	0	57	312	1	129	0	1	1	1	1	0	0	0	21	0	81	1	1319
PEAK HR FACTOR :	0.885	0.873	0.000	0.000	0.734	0.000	0.803	0.800	0.000	0.570	0.867	0.250	0.921	0.000	0.250	0.250	0.250	0.250	0.000	0.000	0.000	0.875	0.000	0.920	0.250	
			0.947					0.886					0.931					0.375								0.970

National Data & Surveying Services

Intersection Turning Movement Count

Location: N Lake St & E Central Ave/E 4th St
City: Madera
Control: 4-Way Stop

Project ID: 24-090116-001
Date: 9/19/2024

Data - HT

NS/EW Streets:	N Lake St					N Lake St					E Central Ave/E 4th St					E Central Ave/E 4th St										
AM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND					EASTBOUND2					
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
7:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2
7:15 AM	1	1	0	0	0	0	0	3	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0	3	0	11
7:30 AM	0	1	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
7:45 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:00 AM	0	1	0	0	0	0	3	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	6
8:15 AM	0	3	0	0	0	0	1	2	0	1	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	10
8:30 AM	1	0	0	0	0	0	1	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5
8:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	2	7	0	0	1	0	5	8	0	2	5	0	6	0	0	0	0	0	0	0	0	0	0	3	0	39
APPROACH %'s :	20.00%	70.00%	0.00%	0.00%	10.00%	0.00%	33.33%	53.33%	0.00%	13.33%	45.45%	0.00%	54.55%	0.00%	0.00%						0.00%	0.00%	0.00%	100.00%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																									TOTAL
PEAK HR VOL :	0	5	0	0	0	0	4	4	0	1	3	0	3	0	0	0	0	0	0	0	0	0	0	0	0	20
PEAK HR FACTOR :	0.000	0.417	0.000	0.000	0.000	0.000	0.333	0.500	0.000	0.250	0.750	0.000	0.375	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
			0.417					0.563					0.500													0.500

PM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND										
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
2:00 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
2:15 PM	1	1	0	0	0	0	0	1	0	0	4	0	1	0	0	0	0	0	0	0	0	0	0	0	0	8
2:30 PM	0	1	0	0	1	0	2	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
2:45 PM	0	3	0	0	0	0	0	3	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	8
3:00 PM	1	0	0	0	1	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	9
3:15 PM	0	1	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
3:30 PM	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	0	0	0	5
3:45 PM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:00 PM	1	0	0	0	0	0	1	3	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
4:15 PM	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
4:30 PM	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
4:45 PM	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:00 PM	0	1	0	0	0	0	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5
5:15 PM	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	6	10	0	0	2	0	10	17	0	1	10	0	4	0	0	0	0	0	0	0	0	2	0	2	0	64
APPROACH %'s :	33.33%	55.56%	0.00%	0.00%	11.11%	0.00%	35.71%	60.71%	0.00%	3.57%	71.43%	0.00%	28.57%	0.00%	0.00%						0.00%	50.00%	0.00%	50.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																									TOTAL
PEAK HR VOL :	2	3	0	0	0	0	0	3	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1	0	11
PEAK HR FACTOR :	0.250	0.750	0.000	0.000	0.000	0.000	0.000	0.375	0.000	0.000	0.250	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	
			0.625					0.375					0.250													0.550

National Data & Surveying Services

Intersection Turning Movement Count

Location: N Lake St & E Central Ave/E 4th St
City: Madera
Control: 4-Way Stop

Project ID: 24-090116-001
Date: 9/19/2024

Data - Bikes

NS/EW Streets:	N Lake St					N Lake St					E Central Ave/E 4th St					E Central Ave/E 4th St										
AM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND					EASTBOUND2					
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	4
APPROACH %'s :						0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%						
PEAK HR :	07:30 AM - 08:30 AM																									TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250
								0.250					0.250													

PM	NORTHBOUND					SOUTHBOUND					EASTBOUND					WESTBOUND										
	0	1	0	0	0	0	1	1	0	0	1	1	1	0	0	0	0.5	0.5	0	0	0	0	0	0	0	
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
2:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2
2:15 PM	0	0	0	0	0	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
2:30 PM	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	1	0	0	3
2:45 PM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:00 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2
3:30 PM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	2
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
4:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	3
5:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:15 PM	0	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
5:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	NL2	SL	ST	SR	SU	SR2	EL	ET	ER	EU	EU2	WL	WT	WR	WU	WT2	E2U	E2L2	E2T2	E2R2	E2U2	TOTAL
TOTAL VOLUMES :	0	4	0	0	0	1	3	4	0	2	4	0	0	0	0	0	0	4	0	0	0	0	4	1	0	27
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%	0.00%	10.00%	30.00%	40.00%	0.00%	20.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	80.00%	20.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																									TOTAL
PEAK HR VOL :	0	4	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	8
PEAK HR FACTOR :	0.000	0.500	0.000	0.000	0.000	0.000	0.500	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.667
			0.500					0.375																		

National Data & Surveying Services

Intersection Turning Movement Count

Location: N Lake St & E Central Ave/E 4th St
City: Madera

Project ID: 24-090116-001
Date: 9/19/2024

Data - Pedestrians (Crosswalks)

NS/EW Streets:	N Lake St		N Lake St		E Central Ave/E 4th St		E Central Ave/E 4th St				
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		WEST LEG 2		
	EB	WB	EB	WB	NB	SB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	1	0	1	0	0	0	0	2
7:15 AM	0	0	0	2	0	3	0	0	0	0	5
7:30 AM	1	0	0	0	1	0	0	2	1	1	6
7:45 AM	0	0	0	4	0	4	1	0	0	3	12
8:00 AM	0	0	0	0	0	0	1	1	1	1	4
8:15 AM	0	0	0	0	0	2	0	0	1	2	5
8:30 AM	0	0	0	0	1	0	0	0	0	3	4
8:45 AM	0	0	0	0	0	0	0	2	1	3	6
	EB	WB	EB	WB	NB	SB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	1	0	0	7	2	10	2	5	4	13	44
APPROACH %'s :	100.00%	0.00%	0.00%	100.00%	16.67%	83.33%	28.57%	71.43%	23.53%	76.47%	
PEAK HR :	07:30 AM - 08:30 AM										TOTAL
PEAK HR VOL :	1	0	0	4	1	6	2	3	3	7	27
PEAK HR FACTOR :	0.250			0.250	0.250	0.375	0.500	0.375	0.750	0.583	0.563
	0.250		0.250		0.438		0.625		0.833		

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		WEST LEG 2		
	EB	WB	EB	WB	NB	SB	NB	SB	NB	SB	TOTAL
2:00 PM	0	0	0	0	0	0	0	1	0	1	2
2:15 PM	0	0	0	0	0	0	0	1	0	1	2
2:30 PM	0	0	0	0	0	0	0	1	0	0	1
2:45 PM	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	1	0	0	1	1	2	0	0	0	1	6
3:15 PM	0	0	2	0	2	0	0	0	0	1	5
3:30 PM	0	1	2	0	2	2	0	0	0	0	7
3:45 PM	0	0	0	0	0	0	0	1	0	1	2
4:00 PM	0	1	0	5	2	3	1	0	0	0	12
4:15 PM	1	0	4	0	4	0	1	0	5	0	15
4:30 PM	0	0	0	0	0	2	1	0	1	0	4
4:45 PM	0	0	0	0	0	1	1	0	2	2	6
5:00 PM	0	0	0	0	0	2	0	0	0	0	2
5:15 PM	0	0	0	0	1	0	0	0	0	0	1
5:30 PM	0	0	5	3	0	0	3	2	1	0	14
5:45 PM	0	0	0	0	0	1	0	1	0	0	2
	EB	WB	EB	WB	NB	SB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	2	2	13	9	12	13	7	7	9	7	81
APPROACH %'s :	50.00%	50.00%	59.09%	40.91%	48.00%	52.00%	50.00%	50.00%	56.25%	43.75%	
PEAK HR :	04:45 PM - 05:45 PM										TOTAL
PEAK HR VOL :	0	0	5	3	1	3	4	2	3	2	23
PEAK HR FACTOR :			0.250	0.250	0.250	0.375	0.333	0.250	0.375	0.250	0.411
			0.250		0.500		0.300		0.313		

Prepared by National Data & Surveying Services

N Lake St & E Central Ave/E 4th St

Peak Hour Turning Movement Count

ID: 24-090116-001
City: Madera

Day: Thursday
Date: 9/19/2024

PEAK HOURS	COUNT PERIODS
07:30 AM - 08:30 AM	7:00 AM - 09:00 AM
NONE	NONE
04:45 PM - 05:45 PM	2:00 PM - 06:00 PM

CONTROL: 4-Way Stop

	AM	NOON	PM
TEV	823	0	1121
PHF	0.86	NOON	0.97

SOUTHBOUND (N Lake St)

AM	211	179	2	0	314	AM
NOON	0	0	0	0	0	NOON
PM	179	196	0	0	565	PM
	1	1	0	0		

EASTBOUND (E Central Ave/E 4th St)

AM	NOON	PM	
252	0	228	
0	0	0	0
175	0	313	1
0	0	1	1
71	0	130	1
AM	NOON	PM	

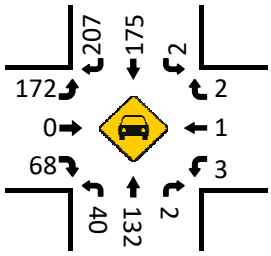
WESTBOUND (E Central Ave/E 4th St)

PM	NOON	AM	
1	0	2	0.5
1	0	1	0.5
1	0	3	0
0	0	0	0
1	0	4	
PM	NOON	AM	

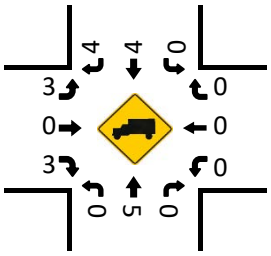
NORTHBOUND (N Lake St)

	0	0	1	0	
PM	327	0	48	251	0	PM
NOON	0	0	0	0	0	NOON
AM	253	0	40	137	2	AM

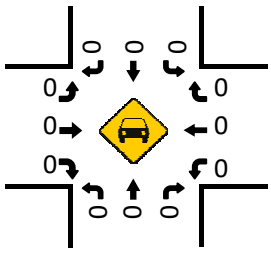
Cars (AM)



HT (AM)



Cars (NOON)



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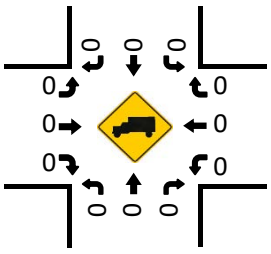
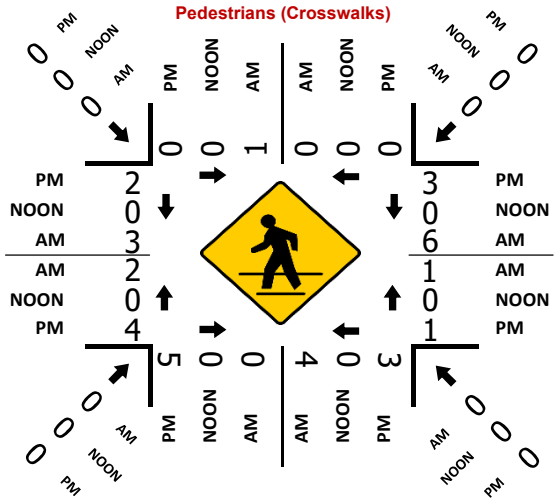
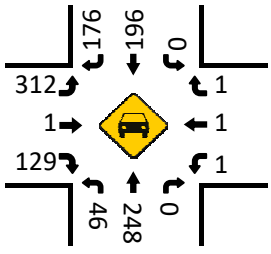


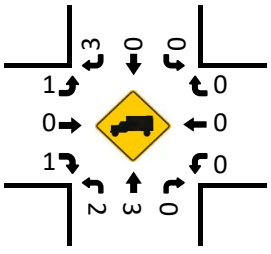
Pedestrians (Crosswalks)



Cars (PM)



HT (PM)



Appendix B

Synchro Reports

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	EBL2	EBL	EBR	SBL2	SBL	SBR	SBR2	NWL2	NWL	NWR	NWR2	NEL
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2
Denied Del/Veh (s)	0.1	0.1	0.1	0.8	0.5	0.5	3.4	0.3	0.3	0.3	0.5	3.8
Total Delay (hr)	0.0	0.0	0.1	0.0	0.6	0.6	0.1	0.1	0.1	0.3	0.0	0.5
Total Del/Veh (s)	9.3	9.4	7.1	9.8	13.3	10.2	4.4	10.4	9.9	7.0	9.7	9.9
Stop Delay (hr)	0.0	0.0	0.1	0.0	0.5	0.5	0.0	0.1	0.1	0.2	0.0	0.4
Stop Del/Veh (s)	7.1	6.5	6.6	7.0	10.3	8.9	3.3	7.6	7.2	6.0	8.6	7.8

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	NER	SWL	SWT	SWR2	All
Denied Delay (hr)	0.1	0.0	0.0	0.0	0.4
Denied Del/Veh (s)	3.8	0.1	0.1	0.1	1.4
Total Delay (hr)	0.1	0.0	0.0	0.0	2.6
Total Del/Veh (s)	5.2	7.6	12.3	4.7	9.4
Stop Delay (hr)	0.1	0.0	0.0	0.0	2.1
Stop Del/Veh (s)	4.9	6.2	8.3	4.9	7.7

Total Network Performance

Denied Delay (hr)	0.4
Denied Del/Veh (s)	1.4
Total Delay (hr)	2.8
Total Del/Veh (s)	10.2
Stop Delay (hr)	2.3
Stop Del/Veh (s)	8.3

Intersection: 1: E 4th St & N Lake St & E Central Ave

Movement	EB	SB	SB	NW	NE	NE	NE	SW
Directions Served	<LR	<LR	>	<LR>	<L	T	R	LTR>
Maximum Queue (ft)	74	185	64	109	90	25	56	30
Average Queue (ft)	33	84	13	51	47	1	24	5
95th Queue (ft)	56	150	47	87	78	19	46	21
Link Distance (ft)	578	595		668		393		320
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			65		60		75	
Storage Blk Time (%)		15	0		4		0	
Queuing Penalty (veh)		7	0		3		0	

Network Summary

Network wide Queuing Penalty: 10

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	EBL2	EBR	EBR2	SBL	SBR	SBR2	NWL2	NWL	NWR	NEL2	NEL	NET
Denied Delay (hr)	0.0	0.0	0.0	0.5	0.4	0.2	0.0	0.0	0.0	0.0	4.3	0.0
Denied Del/Veh (s)	0.2	0.2	0.1	8.6	7.8	13.5	0.4	0.4	0.4	24.1	48.9	106.8
Total Delay (hr)	0.1	0.4	0.0	3.5	2.9	0.6	0.7	0.7	3.3	0.0	9.0	0.0
Total Del/Veh (s)	21.1	16.3	19.7	65.5	55.8	35.0	51.0	53.3	47.4	103.7	104.3	100.8
Stop Delay (hr)	0.1	0.4	0.0	3.5	3.0	0.5	0.7	0.7	3.3	0.0	9.3	0.0
Stop Del/Veh (s)	18.9	15.7	18.2	65.8	57.5	33.8	50.0	52.5	48.0	107.6	108.5	99.8

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	NER	SWL	SWT	SWR2	All
Denied Delay (hr)	1.5	0.0	0.0	0.0	7.0
Denied Del/Veh (s)	46.4		0.1	0.1	19.0
Total Delay (hr)	1.9	0.0	0.0	0.0	23.0
Total Del/Veh (s)	58.9		10.2	8.1	62.9
Stop Delay (hr)	2.0	0.0	0.0	0.0	23.5
Stop Del/Veh (s)	60.6		8.3	8.2	64.3

Total Network Performance

Denied Delay (hr)	7.0
Denied Del/Veh (s)	19.0
Total Delay (hr)	23.4
Total Del/Veh (s)	63.5
Stop Delay (hr)	23.8
Stop Del/Veh (s)	64.7

Intersection: 1: E 4th St & N Lake St & E Central Ave

Movement	EB	SB	SB	NW	NE	NE	NE	SW
Directions Served	<LR>	<LR	>	<LR	<L	T	R	LTR>
Maximum Queue (ft)	95	439	165	378	100	415	135	30
Average Queue (ft)	42	221	65	167	95	277	105	2
95th Queue (ft)	78	500	186	397	117	528	186	15
Link Distance (ft)	565	595		668		383		320
Upstream Blk Time (%)		8		0		48		
Queuing Penalty (veh)		0		0		0		
Storage Bay Dist (ft)			65		60		75	
Storage Blk Time (%)		67	0		86	0	1	
Queuing Penalty (veh)		38	0		112	0	2	

Network Summary

Network wide Queuing Penalty: 153

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	EBL2	EBL	EBR	SBL2	SBL	SBR	SBR2	NWL2	NWL	NWR	NWR2	NEL
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2
Denied Del/Veh (s)	0.2		0.2	0.5	0.6	0.6	3.3	0.3	0.2	0.3	0.6	3.7
Total Delay (hr)	0.1	0.0	0.3	0.0	2.3	2.6	0.2	0.2	0.2	0.5	0.0	1.0
Total Del/Veh (s)	13.1		11.1	26.9	38.4	35.7	16.4	14.5	14.3	11.8	17.8	16.8
Stop Delay (hr)	0.1	0.0	0.2	0.0	2.3	2.6	0.2	0.2	0.2	0.5	0.0	0.9
Stop Del/Veh (s)	10.8		10.3	26.5	36.9	35.8	13.6	11.8	11.8	10.8	16.4	14.8

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	NER	SWL	SWT	SWR2	All
Denied Delay (hr)	0.1	0.0	0.0	0.0	0.5
Denied Del/Veh (s)	3.7	0.1	0.1	0.1	1.4
Total Delay (hr)	0.2	0.0	0.0	0.0	7.7
Total Del/Veh (s)	7.6	8.8	16.5	7.1	22.9
Stop Delay (hr)	0.2	0.0	0.0	0.0	7.3
Stop Del/Veh (s)	6.9	7.3	12.1	7.1	21.7

Total Network Performance

Denied Delay (hr)	0.5
Denied Del/Veh (s)	1.4
Total Delay (hr)	8.0
Total Del/Veh (s)	23.7
Stop Delay (hr)	7.5
Stop Del/Veh (s)	22.3

Intersection: 1: E 4th St & N Lake St & E Central Ave

Movement	EB	SB	SB	NW	NE	NE	NE	SW
Directions Served	<LR	<LR	>	<LR>	<L	T	R	LTR>
Maximum Queue (ft)	88	520	165	166	100	138	97	34
Average Queue (ft)	40	209	61	70	61	11	32	7
95th Queue (ft)	70	413	183	129	97	73	71	26
Link Distance (ft)	578	595		668		393		320
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			65		60		75	
Storage Blk Time (%)		63	0		15		0	
Queuing Penalty (veh)		32	0		13		0	

Network Summary

Network wide Queuing Penalty: 45

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	EBL2	EBR	EBR2	SBL	SBR	SBR2	NWL2	NWL	NWR	NEL2	NEL	NET
Denied Delay (hr)	0.0	0.0	0.0	14.8	13.3	4.5	0.3	0.3	1.6	0.1	57.0	0.1
Denied Del/Veh (s)	0.2	0.2	0.1	229.0	222.5	233.0	15.7	22.0	19.2	336.0	529.3	
Total Delay (hr)	0.2	0.6	0.0	10.4	9.3	2.2	2.0	2.0	10.1	0.0	13.1	0.0
Total Del/Veh (s)	25.7	21.6	14.4	185.2	180.8	133.9	123.5	136.6	122.2	152.4	167.9	
Stop Delay (hr)	0.2	0.6	0.0	11.0	10.0	2.3	2.1	2.1	10.6	0.0	13.8	0.0
Stop Del/Veh (s)	23.5	20.8	13.5	196.3	193.7	141.0	127.9	141.9	128.4	160.5	176.5	

1: E 4th St & N Lake St & E Central Ave Performance by movement

Movement	NER	SWL	SWT	SWR2	All
Denied Delay (hr)	22.4	0.0	0.0	0.0	114.4
Denied Del/Veh (s)	534.5		0.1	0.1	257.4
Total Delay (hr)	3.2	0.0	0.0	0.0	53.2
Total Del/Veh (s)	112.6		25.4	8.1	139.3
Stop Delay (hr)	3.3	0.0	0.0	0.0	56.0
Stop Del/Veh (s)	118.0		22.5	8.2	146.7

Total Network Performance

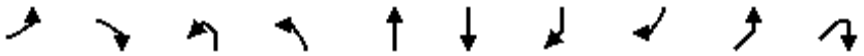
Denied Delay (hr)	114.4
Denied Del/Veh (s)	257.4
Total Delay (hr)	53.6
Total Del/Veh (s)	139.6
Stop Delay (hr)	56.4
Stop Del/Veh (s)	146.9

Intersection: 1: E 4th St & N Lake St & E Central Ave

Movement	EB	SB	SB	NW	NE	NE	NE	SW
Directions Served	<LR>	<LR	>	<LR	<L	T	R	LTR>
Maximum Queue (ft)	121	637	165	648	100	435	135	29
Average Queue (ft)	54	556	125	388	100	398	130	2
95th Queue (ft)	98	777	240	756	101	457	169	15
Link Distance (ft)	565	595		668		383		320
Upstream Blk Time (%)		76		22		97		
Queuing Penalty (veh)		0		0		0		
Storage Bay Dist (ft)			65		60		75	
Storage Blk Time (%)		99	0		100	0	1	
Queuing Penalty (veh)		69	0		155	1	4	

Network Summary

Network wide Queuing Penalty: 229



Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER
Lane Configurations										
Traffic Volume (vph)	17	68	41	36	139	181	211	43	175	71
Future Volume (vph)	17	68	41	36	139	181	211	43	175	71
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Frpb, ped/bikes	0.98			1.00	1.00	1.00	1.00		1.00	1.00
Flpb, ped/bikes	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Frt	0.89			1.00	1.00	1.00	0.85		1.00	0.85
Flt Protected	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1524			1676	1765	1765	1500		1676	1500
Flt Permitted	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (perm)	1524			1676	1765	1765	1500		1676	1500
Peak-hour factor, PHF	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Adj. Flow (vph)	20	79	48	42	162	210	245	50	203	83
RTOR Reduction (vph)	0	0	0	0	0	0	91	0	0	66
Lane Group Flow (vph)	99	0	0	90	162	210	204	0	203	17
Confl. Peds. (#/hr)	1	5	4	7			4	7	1	5
Turn Type	Prot		Prot	Prot	NA	NA	Prot		Prot	Prot
Protected Phases	8		1	1	6	2	2		7	7
Permitted Phases										
Actuated Green, G (s)	8.4			6.4	29.3	18.4	18.4		13.0	13.0
Effective Green, g (s)	8.4			6.4	29.3	18.4	18.4		13.0	13.0
Actuated g/C Ratio	0.13			0.10	0.46	0.29	0.29		0.20	0.20
Clearance Time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Vehicle Extension (s)	3.0			3.0	3.0	3.0	3.0		3.0	3.0
Lane Grp Cap (vph)	199			167	805	505	429		339	303
v/s Ratio Prot	c0.06			c0.05	0.09	0.12	c0.14		c0.12	0.01
v/s Ratio Perm										
v/c Ratio	0.50			0.54	0.20	0.42	0.48		0.60	0.06
Uniform Delay, d1	25.9			27.5	10.4	18.5	18.9		23.2	20.6
Progression Factor	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	2.0			3.3	0.1	0.6	0.8		2.8	0.1
Delay (s)	27.9			30.8	10.6	19.1	19.8		26.1	20.7
Level of Service	C			C	B	B	B		C	C
Approach Delay (s)	27.9				17.8	19.5			24.5	
Approach LOS	C				B	B			C	

Intersection Summary			
HCM 2000 Control Delay	21.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	64.2	Sum of lost time (s)	18.0
Intersection Capacity Utilization	49.4%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.1	0.2	0.0	0.2	0.0	0.6
Denied Del/Veh (s)	0.1	0.2	3.7	3.8	0.4	1.1	3.5	3.5	3.8	0.6	2.2
Total Delay (hr)	0.1	0.5	0.3	0.2	0.3	0.7	1.1	0.2	1.0	0.4	4.9
Total Del/Veh (s)	22.9	25.1	25.7	24.7	9.0	14.6	17.9	18.2	21.1	20.4	18.0
Stop Delay (hr)	0.1	0.5	0.3	0.2	0.2	0.5	0.9	0.2	0.9	0.4	4.1
Stop Del/Veh (s)	19.7	23.6	23.1	22.4	5.9	10.6	15.0	15.4	18.1	19.6	15.1

Total Network Performance

Denied Delay (hr)	0.6
Denied Del/Veh (s)	2.2
Total Delay (hr)	5.1
Total Del/Veh (s)	19.0
Stop Delay (hr)	4.2
Stop Del/Veh (s)	15.3

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE
Directions Served	LR	<L	T	T	R>	<L	R
Maximum Queue (ft)	114	97	96	141	181	178	98
Average Queue (ft)	48	42	32	58	95	70	28
95th Queue (ft)	97	79	70	115	165	130	71
Link Distance (ft)	463		455	370			570
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		220			300	315	
Storage Blk Time (%)							
Queuing Penalty (veh)							

Network Summary

Network wide Queuing Penalty: 0

Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Lane Configurations												
Traffic Volume (vph)	21	82	1	49	47	252	196	179	57	1	313	131
Future Volume (vph)	21	82	1	49	47	252	196	179	57	1	313	131
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Lane Util. Factor	1.00				1.00	1.00	1.00	1.00			1.00	1.00
Frt	0.89				1.00	1.00	1.00	0.85			1.00	0.85
Flt Protected	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (prot)	1575				1693	1782	1782	1515			1693	1515
Flt Permitted	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (perm)	1575				1693	1782	1782	1515			1693	1515
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	22	85	1	51	48	260	202	185	59	1	323	135
RTOR Reduction (vph)	100	0	0	0	0	0	0	98	0	0	0	96
Lane Group Flow (vph)	8	0	0	0	99	260	202	146	0	0	324	39
Turn Type	Prot			Prot	Prot	NA	NA	Prot		Prot	Prot	Prot
Protected Phases	8			1	1	6	2	2		7	7	7
Permitted Phases												
Actuated Green, G (s)	4.6				6.9	25.8	14.4	14.4			18.1	18.1
Effective Green, g (s)	4.6				6.9	25.8	14.4	14.4			18.1	18.1
Actuated g/C Ratio	0.07				0.11	0.42	0.23	0.23			0.29	0.29
Clearance Time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Vehicle Extension (s)	3.0				3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)	116				188	741	413	351			494	442
v/s Ratio Prot	c0.01				c0.06	0.15	c0.11	0.10			c0.19	0.03
v/s Ratio Perm												
v/c Ratio	0.07				0.53	0.35	0.49	0.42			0.66	0.09
Uniform Delay, d1	26.7				26.0	12.4	20.6	20.2			19.2	16.0
Progression Factor	1.00				1.00	1.00	1.00	1.00			1.00	1.00
Incremental Delay, d2	0.3				2.7	0.3	0.9	0.8			3.1	0.1
Delay (s)	27.0				28.7	12.7	21.5	21.0			22.4	16.0
Level of Service	C				C	B	C	C			C	B
Approach Delay (s)	27.0					17.1	21.3				20.5	
Approach LOS	C					B	C				C	

Intersection Summary			
HCM 2000 Control Delay	20.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	62.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	56.5%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.2	0.1	0.0	0.3	0.0
Denied Del/Veh (s)	0.2	0.2	0.1	3.6	3.6	0.6	1.0	3.5	3.5	4.2	3.6	1.0
Total Delay (hr)	0.2	0.7	0.0	0.4	0.3	0.9	1.1	1.2	0.3	0.0	1.9	0.6
Total Del/Veh (s)	31.3	31.1	27.3	29.8	28.2	12.3	19.5	22.4	22.0	32.5	21.2	16.9
Stop Delay (hr)	0.2	0.7	0.0	0.3	0.3	0.6	0.9	1.0	0.3	0.0	1.5	0.6
Stop Del/Veh (s)	27.7	28.9	24.6	26.8	25.2	8.5	14.9	19.1	18.8	27.7	17.2	15.7

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	All
Denied Delay (hr)	0.8
Denied Del/Veh (s)	2.1
Total Delay (hr)	7.7
Total Del/Veh (s)	20.4
Stop Delay (hr)	6.4
Stop Del/Veh (s)	16.9

Total Network Performance

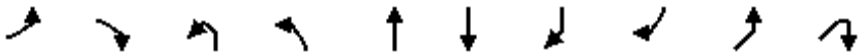
Denied Delay (hr)	0.8
Denied Del/Veh (s)	2.1
Total Delay (hr)	8.1
Total Del/Veh (s)	21.5
Stop Delay (hr)	6.4
Stop Del/Veh (s)	17.0

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE
Directions Served	LR>	<L	T	T	R>	<L	R
Maximum Queue (ft)	144	110	142	165	212	224	138
Average Queue (ft)	62	48	66	77	106	117	40
95th Queue (ft)	116	90	119	133	181	196	94
Link Distance (ft)	452		455	370			559
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		220			300	315	
Storage Blk Time (%)							
Queuing Penalty (veh)							

Network Summary

Network wide Queuing Penalty: 0



Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER
Lane Configurations										
Traffic Volume (vph)	17	68	41	36	139	181	211	43	175	71
Future Volume (vph)	17	68	41	36	139	181	211	43	175	71
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00			1.00	1.00	1.00	1.00		0.97	1.00
Frpb, ped/bikes	0.98			1.00	1.00	1.00	1.00		1.00	1.00
Flpb, ped/bikes	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Frt	0.89			1.00	1.00	1.00	0.85		1.00	0.85
Flt Protected	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1524			1676	1765	1765	1500		3252	1500
Flt Permitted	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (perm)	1524			1676	1765	1765	1500		3252	1500
Peak-hour factor, PHF	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Adj. Flow (vph)	20	79	48	42	162	210	245	50	203	83
RTOR Reduction (vph)	0	0	0	0	0	0	90	0	0	70
Lane Group Flow (vph)	99	0	0	90	162	210	205	0	203	13
Confl. Peds. (#/hr)	1	5	4	7			4	7	1	5
Turn Type	Prot		Prot	Prot	NA	NA	Prot		Prot	Prot
Protected Phases	8		1	1	6	2	2		7	7
Permitted Phases										
Actuated Green, G (s)	8.3			6.4	28.5	17.6	17.6		9.7	9.7
Effective Green, g (s)	8.3			6.4	28.5	17.6	17.6		9.7	9.7
Actuated g/C Ratio	0.14			0.11	0.48	0.29	0.29		0.16	0.16
Clearance Time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Vehicle Extension (s)	3.0			3.0	3.0	3.0	3.0		3.0	3.0
Lane Grp Cap (vph)	210			178	838	517	440		525	242
v/s Ratio Prot	c0.06			c0.05	0.09	0.12	c0.14		c0.06	0.01
v/s Ratio Perm										
v/c Ratio	0.47			0.51	0.19	0.41	0.47		0.39	0.06
Uniform Delay, d1	23.8			25.3	9.1	17.0	17.4		22.5	21.3
Progression Factor	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	1.7			2.3	0.1	0.5	0.8		0.5	0.1
Delay (s)	25.5			27.6	9.2	17.5	18.1		23.0	21.4
Level of Service	C			C	A	B	B		C	C
Approach Delay (s)	25.5				15.8	17.9			22.5	
Approach LOS	C				B	B			C	

Intersection Summary			
HCM 2000 Control Delay	19.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.45		
Actuated Cycle Length (s)	60.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	44.5%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.1	0.2	0.0	0.2	0.0	0.6
Denied Del/Veh (s)	0.2	0.2	3.8	3.7	0.5	1.1	3.5	3.5	3.8	0.7	2.2
Total Delay (hr)	0.1	0.4	0.3	0.3	0.3	0.8	1.0	0.2	1.0	0.4	4.8
Total Del/Veh (s)	22.7	22.5	24.5	24.0	8.7	14.5	17.3	17.6	21.5	20.4	17.6
Stop Delay (hr)	0.1	0.4	0.3	0.2	0.2	0.5	0.9	0.2	0.9	0.4	4.0
Stop Del/Veh (s)	19.6	21.2	21.7	21.4	5.9	10.5	14.4	14.7	18.7	19.8	14.8

Total Network Performance

Denied Delay (hr)	0.6
Denied Del/Veh (s)	2.2
Total Delay (hr)	5.1
Total Del/Veh (s)	18.6
Stop Delay (hr)	4.1
Stop Del/Veh (s)	15.0

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE	NE
Directions Served	LR	<L	T	T	R>	<L	L	R
Maximum Queue (ft)	117	95	103	141	199	75	130	91
Average Queue (ft)	44	48	42	61	97	7	59	23
95th Queue (ft)	87	85	88	119	167	36	110	62
Link Distance (ft)	451		449	370				562
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)		220			300	315	315	
Storage Blk Time (%)								
Queuing Penalty (veh)								

Network Summary

Network wide Queuing Penalty: 0

Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Lane Configurations												
Traffic Volume (vph)	21	82	1	49	47	252	196	179	57	1	313	131
Future Volume (vph)	21	82	1	49	47	252	196	179	57	1	313	131
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Lane Util. Factor	1.00				1.00	1.00	1.00	1.00			0.97	1.00
Frt	0.89				1.00	1.00	1.00	0.85			1.00	0.85
Flt Protected	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (prot)	1575				1693	1782	1782	1515			3285	1515
Flt Permitted	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (perm)	1575				1693	1782	1782	1515			3285	1515
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	22	85	1	51	48	260	202	185	59	1	323	135
RTOR Reduction (vph)	99	0	0	0	0	0	0	96	0	0	0	106
Lane Group Flow (vph)	9	0	0	0	99	260	202	148	0	0	324	29
Turn Type	Prot			Prot	Prot	NA	NA	Prot		Prot	Prot	Prot
Protected Phases	8			1	1	6	2	2		7	7	7
Permitted Phases												
Actuated Green, G (s)	4.5				6.6	24.2	13.1	13.1			11.7	11.7
Effective Green, g (s)	4.5				6.6	24.2	13.1	13.1			11.7	11.7
Actuated g/C Ratio	0.08				0.12	0.45	0.24	0.24			0.22	0.22
Clearance Time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Vehicle Extension (s)	3.0				3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)	131				207	800	433	368			713	328
v/s Ratio Prot	c0.01				c0.06	0.15	c0.11	0.10			c0.10	0.02
v/s Ratio Perm												
v/c Ratio	0.07				0.48	0.33	0.47	0.40			0.45	0.09
Uniform Delay, d1	22.8				22.0	9.6	17.4	17.1			18.3	16.8
Progression Factor	1.00				1.00	1.00	1.00	1.00			1.00	1.00
Incremental Delay, d2	0.2				1.7	0.2	0.8	0.7			0.5	0.1
Delay (s)	23.0				23.8	9.8	18.2	17.8			18.8	17.0
Level of Service	C				C	A	B	B			B	B
Approach Delay (s)	23.0					13.7	18.0				18.3	
Approach LOS	C					B	B				B	

Intersection Summary			
HCM 2000 Control Delay	17.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.41		
Actuated Cycle Length (s)	53.9	Sum of lost time (s)	18.0
Intersection Capacity Utilization	47.6%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.2	0.1	0.0	0.3	0.0
Denied Del/Veh (s)	0.2	0.2	0.1	3.6	3.7	0.6	1.0	3.5	3.4	3.4	3.6	0.9
Total Delay (hr)	0.2	0.7	0.0	0.3	0.4	0.8	1.0	1.1	0.3	0.0	1.6	0.6
Total Del/Veh (s)	30.1	31.0	12.6	29.3	30.5	11.5	17.8	22.0	20.5	19.1	19.2	16.9
Stop Delay (hr)	0.2	0.7	0.0	0.3	0.3	0.6	0.7	1.0	0.3	0.0	1.3	0.5
Stop Del/Veh (s)	26.3	29.0	11.0	26.2	27.3	7.7	13.2	18.9	17.3	16.7	15.7	16.1

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	All
Denied Delay (hr)	0.8
Denied Del/Veh (s)	2.1
Total Delay (hr)	7.1
Total Del/Veh (s)	19.4
Stop Delay (hr)	5.9
Stop Del/Veh (s)	16.1

Total Network Performance

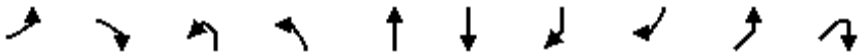
Denied Delay (hr)	0.8
Denied Del/Veh (s)	2.1
Total Delay (hr)	7.6
Total Del/Veh (s)	20.4
Stop Delay (hr)	6.0
Stop Del/Veh (s)	16.2

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE	NE
Directions Served	LR>	<L	T	T	R>	<L	L	R
Maximum Queue (ft)	144	112	178	137	233	139	167	117
Average Queue (ft)	56	52	75	72	106	30	90	29
95th Queue (ft)	111	95	139	128	187	106	160	77
Link Distance (ft)	438		449	370				552
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)		220			300	315	315	
Storage Blk Time (%)			0		0			
Queuing Penalty (veh)			0		0			

Network Summary

Network wide Queuing Penalty: 0



Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER
Lane Configurations										
Traffic Volume (vph)	25	82	51	45	168	217	255	50	215	86
Future Volume (vph)	25	82	51	45	168	217	255	50	215	86
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Frt	0.90			1.00	1.00	1.00	0.85		1.00	0.85
Flt Protected	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1564			1676	1765	1765	1500		1676	1500
Flt Permitted	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (perm)	1564			1676	1765	1765	1500		1676	1500
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	27	89	55	49	183	236	277	54	234	93
RTOR Reduction (vph)	0	0	0	0	0	0	91	0	0	73
Lane Group Flow (vph)	116	0	0	104	183	236	240	0	234	20
Turn Type	Prot		Prot	Prot	NA	NA	Prot		Prot	Prot
Protected Phases	8		1	1	6	2	2		7	7
Permitted Phases										
Actuated Green, G (s)	8.7			6.5	29.7	18.7	18.7		14.6	14.6
Effective Green, g (s)	8.7			6.5	29.7	18.7	18.7		14.6	14.6
Actuated g/C Ratio	0.13			0.10	0.45	0.28	0.28		0.22	0.22
Clearance Time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Vehicle Extension (s)	3.0			3.0	3.0	3.0	3.0		3.0	3.0
Lane Grp Cap (vph)	204			163	788	496	421		367	329
v/s Ratio Prot	c0.07			c0.06	0.10	0.13	c0.16		c0.14	0.01
v/s Ratio Perm										
v/c Ratio	0.57			0.64	0.23	0.48	0.57		0.64	0.06
Uniform Delay, d1	27.1			28.9	11.4	19.8	20.5		23.5	20.5
Progression Factor	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	3.6			7.9	0.2	0.7	1.8		3.6	0.1
Delay (s)	30.7			36.8	11.5	20.6	22.2		27.2	20.6
Level of Service	C			D	B	C	C		C	C
Approach Delay (s)	30.7				20.7	21.5			25.3	
Approach LOS	C				C	C			C	

Intersection Summary			
HCM 2000 Control Delay	23.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	66.5	Sum of lost time (s)	18.0
Intersection Capacity Utilization	52.0%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER	All
Denied Delay (hr)	0.0	0.0	0.1	0.0	0.0	0.1	0.3	0.1	0.2	0.0	0.8
Denied Del/Veh (s)	0.2	0.2	3.8	3.7	0.5	1.3	3.5	3.6	3.7	0.8	2.3
Total Delay (hr)	0.2	0.6	0.4	0.4	0.5	1.0	1.5	0.3	1.6	0.5	6.9
Total Del/Veh (s)	27.4	26.2	27.9	30.4	9.7	16.8	20.6	21.4	24.8	19.9	20.4
Stop Delay (hr)	0.2	0.6	0.3	0.3	0.3	0.7	1.2	0.3	1.3	0.4	5.8
Stop Del/Veh (s)	23.8	24.3	25.0	27.6	6.5	12.3	16.9	17.6	21.2	19.0	17.0

Total Network Performance

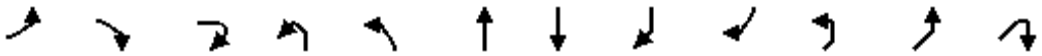
Denied Delay (hr)	0.8
Denied Del/Veh (s)	2.3
Total Delay (hr)	7.3
Total Del/Veh (s)	21.4
Stop Delay (hr)	5.8
Stop Del/Veh (s)	17.1

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE
Directions Served	LR	<L	T	T	R>	<L	R
Maximum Queue (ft)	120	120	117	182	243	192	83
Average Queue (ft)	60	53	43	77	121	95	34
95th Queue (ft)	107	97	90	146	206	157	70
Link Distance (ft)	463		455	370			570
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		220			300	315	
Storage Blk Time (%)					0		
Queuing Penalty (veh)					0		

Network Summary

Network wide Queuing Penalty: 0



Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Lane Configurations												
Traffic Volume (vph)	25	100	1	61	55	306	235	217	70	1	379	156
Future Volume (vph)	25	100	1	61	55	306	235	217	70	1	379	156
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Lane Util. Factor	1.00				1.00	1.00	1.00	1.00			1.00	1.00
Frt	0.89				1.00	1.00	1.00	0.85			1.00	0.85
Flt Protected	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (prot)	1574				1693	1782	1782	1515			1693	1515
Flt Permitted	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (perm)	1574				1693	1782	1782	1515			1693	1515
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	26	103	1	63	57	315	242	224	72	1	391	161
RTOR Reduction (vph)	117	0	0	0	0	0	0	98	0	0	0	108
Lane Group Flow (vph)	13	0	0	0	120	315	242	198	0	0	392	53
Turn Type	Prot			Prot	Prot	NA	NA	Prot		Prot	Prot	Prot
Protected Phases	8			1	1	6	2	2		7	7	7
Permitted Phases												
Actuated Green, G (s)	5.1				6.8	26.8	15.5	15.5			22.0	22.0
Effective Green, g (s)	5.1				6.8	26.8	15.5	15.5			22.0	22.0
Actuated g/C Ratio	0.08				0.10	0.40	0.23	0.23			0.33	0.33
Clearance Time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Vehicle Extension (s)	3.0				3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)	119				170	708	409	348			552	494
v/s Ratio Prot	c0.01				c0.07	0.18	c0.14	0.13			c0.23	0.03
v/s Ratio Perm												
v/c Ratio	0.11				0.71	0.44	0.59	0.57			0.71	0.11
Uniform Delay, d1	29.0				29.3	14.9	23.1	23.0			19.9	15.8
Progression Factor	1.00				1.00	1.00	1.00	1.00			1.00	1.00
Incremental Delay, d2	0.4				12.5	0.4	2.3	2.1			4.3	0.1
Delay (s)	29.4				41.9	15.3	25.4	25.1			24.2	15.9
Level of Service	C				D	B	C	C			C	B
Approach Delay (s)	29.4					22.6	25.3				21.8	
Approach LOS	C					C	C				C	

Intersection Summary			
HCM 2000 Control Delay	23.7	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.61		
Actuated Cycle Length (s)	67.4	Sum of lost time (s)	18.0
Intersection Capacity Utilization	65.1%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Denied Delay (hr)	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.2	0.1	0.0	0.4	0.0
Denied Del/Veh (s)	0.2	0.2	0.1	3.5	3.5	0.7	1.3	3.5	3.5	2.0	3.5	1.1
Total Delay (hr)	0.2	0.9	0.0	0.5	0.6	1.4	1.7	2.2	0.7	0.0	2.9	0.8
Total Del/Veh (s)	34.4	31.3	29.7	34.1	36.2	16.9	25.1	35.6	35.7	23.2	26.6	20.6
Stop Delay (hr)	0.2	0.9	0.0	0.5	0.6	1.0	1.3	2.0	0.6	0.0	2.3	0.8
Stop Del/Veh (s)	30.2	29.0	26.1	30.7	32.6	12.0	19.7	31.3	31.2	20.2	21.4	18.8

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	All
Denied Delay (hr)	1.0
Denied Del/Veh (s)	2.2
Total Delay (hr)	12.2
Total Del/Veh (s)	26.8
Stop Delay (hr)	10.2
Stop Del/Veh (s)	22.4

Total Network Performance

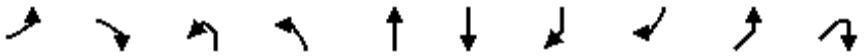
Denied Delay (hr)	1.0
Denied Del/Veh (s)	2.2
Total Delay (hr)	12.8
Total Del/Veh (s)	27.9
Stop Delay (hr)	10.2
Stop Del/Veh (s)	22.4

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE
Directions Served	LR>	<L	T	T	R>	<L	R
Maximum Queue (ft)	169	146	190	230	303	298	218
Average Queue (ft)	74	67	96	97	153	156	53
95th Queue (ft)	131	123	168	177	264	250	134
Link Distance (ft)	452		455	370			559
Upstream Blk Time (%)				0			
Queuing Penalty (veh)				0			
Storage Bay Dist (ft)		220			300	315	
Storage Blk Time (%)			0		1	0	
Queuing Penalty (veh)			0		2	0	

Network Summary

Network wide Queuing Penalty: 2



Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER
Lane Configurations										
Traffic Volume (vph)	25	82	51	45	168	217	255	50	215	86
Future Volume (vph)	25	82	51	45	168	217	255	50	215	86
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00			1.00	1.00	1.00	1.00		0.97	1.00
Frt	0.90			1.00	1.00	1.00	0.85		1.00	0.85
Flt Protected	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1564			1676	1765	1765	1500		3252	1500
Flt Permitted	0.99			0.95	1.00	1.00	1.00		0.95	1.00
Satd. Flow (perm)	1564			1676	1765	1765	1500		3252	1500
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	27	89	55	49	183	236	277	54	234	93
RTOR Reduction (vph)	0	0	0	0	0	0	90	0	0	77
Lane Group Flow (vph)	116	0	0	104	183	236	241	0	234	16
Turn Type	Prot		Prot	Prot	NA	NA	Prot		Prot	Prot
Protected Phases	8		1	1	6	2	2		7	7
Permitted Phases										
Actuated Green, G (s)	8.4			6.5	29.0	18.0	18.0		10.7	10.7
Effective Green, g (s)	8.4			6.5	29.0	18.0	18.0		10.7	10.7
Actuated g/C Ratio	0.14			0.11	0.47	0.29	0.29		0.17	0.17
Clearance Time (s)	4.5			4.5	4.5	4.5	4.5		4.5	4.5
Vehicle Extension (s)	3.0			3.0	3.0	3.0	3.0		3.0	3.0
Lane Grp Cap (vph)	213			176	830	515	438		564	260
v/s Ratio Prot	c0.07			c0.06	0.10	0.13	c0.16		c0.07	0.01
v/s Ratio Perm										
v/c Ratio	0.54			0.59	0.22	0.46	0.55		0.41	0.06
Uniform Delay, d1	24.8			26.3	9.6	17.8	18.4		22.7	21.3
Progression Factor	1.00			1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	2.8			5.2	0.1	0.6	1.5		0.5	0.1
Delay (s)	27.6			31.5	9.8	18.5	19.9		23.2	21.4
Level of Service	C			C	A	B	B		C	C
Approach Delay (s)	27.6				17.6	19.3			22.6	
Approach LOS	C				B	B			C	

Intersection Summary			
HCM 2000 Control Delay	20.5	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	61.6	Sum of lost time (s)	18.0
Intersection Capacity Utilization	45.9%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL	NER	All
Denied Delay (hr)	0.0	0.0	0.1	0.0	0.0	0.1	0.3	0.0	0.2	0.0	0.8
Denied Del/Veh (s)	0.2	0.2	3.8	3.6	0.5	1.3	3.5	3.5	3.7	0.8	2.2
Total Delay (hr)	0.2	0.6	0.4	0.3	0.5	1.0	1.6	0.3	1.6	0.4	6.9
Total Del/Veh (s)	27.2	26.4	28.5	28.6	9.5	16.1	20.8	20.9	25.0	20.0	20.3
Stop Delay (hr)	0.2	0.6	0.4	0.3	0.3	0.7	1.3	0.2	1.4	0.4	5.7
Stop Del/Veh (s)	23.6	24.7	25.7	25.8	6.5	11.7	17.2	17.0	21.6	19.1	17.0

Total Network Performance

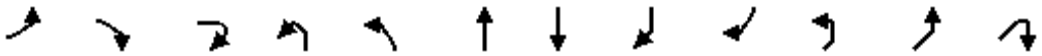
Denied Delay (hr)	0.8
Denied Del/Veh (s)	2.2
Total Delay (hr)	7.2
Total Del/Veh (s)	21.3
Stop Delay (hr)	5.8
Stop Del/Veh (s)	17.1

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE	NE
Directions Served	LR	<L	T	T	R>	<L	L	R
Maximum Queue (ft)	130	136	124	174	238	124	162	90
Average Queue (ft)	54	57	52	73	124	15	84	24
95th Queue (ft)	102	105	104	135	205	69	145	60
Link Distance (ft)	451		449	370				562
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)		220			300	315	315	
Storage Blk Time (%)								
Queuing Penalty (veh)								

Network Summary

Network wide Queuing Penalty: 0



Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Lane Configurations												
Traffic Volume (vph)	25	100	1	61	55	306	235	217	70	1	379	156
Future Volume (vph)	25	100	1	61	55	306	235	217	70	1	379	156
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Lane Util. Factor	1.00				1.00	1.00	1.00	1.00			0.97	1.00
Frt	0.89				1.00	1.00	1.00	0.85			1.00	0.85
Flt Protected	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (prot)	1574				1693	1782	1782	1515			3285	1515
Flt Permitted	0.99				0.95	1.00	1.00	1.00			0.95	1.00
Satd. Flow (perm)	1574				1693	1782	1782	1515			3285	1515
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	26	103	1	63	57	315	242	224	72	1	391	161
RTOR Reduction (vph)	116	0	0	0	0	0	0	95	0	0	0	123
Lane Group Flow (vph)	14	0	0	0	120	315	242	201	0	0	392	38
Turn Type	Prot			Prot	Prot	NA	NA	Prot		Prot	Prot	Prot
Protected Phases	8			1	1	6	2	2		7	7	7
Permitted Phases												
Actuated Green, G (s)	5.0				6.7	25.7	14.5	14.5			13.7	13.7
Effective Green, g (s)	5.0				6.7	25.7	14.5	14.5			13.7	13.7
Actuated g/C Ratio	0.09				0.12	0.44	0.25	0.25			0.24	0.24
Clearance Time (s)	4.5				4.5	4.5	4.5	4.5			4.5	4.5
Vehicle Extension (s)	3.0				3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)	135				195	790	446	379			777	358
v/s Ratio Prot	c0.01				c0.07	0.18	c0.14	0.13			c0.12	0.03
v/s Ratio Perm												
v/c Ratio	0.10				0.62	0.40	0.54	0.53			0.50	0.11
Uniform Delay, d1	24.4				24.4	10.9	18.8	18.8			19.2	17.3
Progression Factor	1.00				1.00	1.00	1.00	1.00			1.00	1.00
Incremental Delay, d2	0.3				5.7	0.3	1.4	1.3			0.5	0.1
Delay (s)	24.7				30.0	11.2	20.2	20.1			19.7	17.4
Level of Service	C				C	B	C	C			B	B
Approach Delay (s)	24.7					16.4	20.1				19.0	
Approach LOS	C					B	C				B	

Intersection Summary			
HCM 2000 Control Delay	19.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.49		
Actuated Cycle Length (s)	57.9	Sum of lost time (s)	18.0
Intersection Capacity Utilization	54.3%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	EBL	EBR	EBR2	NBL2	NBL	NBT	SBT	SBR	SBR2	NEL2	NEL	NER
Denied Delay (hr)	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.2	0.1	0.0	0.4	0.0
Denied Del/Veh (s)	0.2	0.2	0.1	3.6	3.5	0.7	1.2	3.5	3.5	2.0	3.5	1.1
Total Delay (hr)	0.3	0.8	0.0	0.5	0.6	1.2	1.5	2.0	0.7	0.0	2.4	0.8
Total Del/Veh (s)	31.3	29.3	18.7	33.7	34.0	14.1	22.6	32.3	31.2	4.8	22.9	20.0
Stop Delay (hr)	0.2	0.8	0.0	0.5	0.5	0.8	1.2	1.8	0.6	0.0	1.9	0.8
Stop Del/Veh (s)	27.2	27.0	16.6	30.2	30.3	9.8	17.4	28.1	27.2	3.0	18.7	18.6

1: E. 4th St. & N. Lake St. & Central Ave. Performance by movement

Movement	All
Denied Delay (hr)	1.0
Denied Del/Veh (s)	2.1
Total Delay (hr)	10.8
Total Del/Veh (s)	24.0
Stop Delay (hr)	9.0
Stop Del/Veh (s)	20.1

Total Network Performance

Denied Delay (hr)	1.0
Denied Del/Veh (s)	2.1
Total Delay (hr)	11.3
Total Del/Veh (s)	25.0
Stop Delay (hr)	9.1
Stop Del/Veh (s)	20.2

Intersection: 1: E. 4th St. & N. Lake St. & Central Ave.

Movement	EB	NB	NB	SB	SB	NE	NE	NE
Directions Served	LR>	<L	T	T	R>	<L	L	R
Maximum Queue (ft)	165	146	207	232	270	164	214	130
Average Queue (ft)	72	67	94	98	146	50	116	47
95th Queue (ft)	135	122	166	173	240	144	188	106
Link Distance (ft)	438		449	370				552
Upstream Blk Time (%)				0				
Queuing Penalty (veh)				0				
Storage Bay Dist (ft)		220			300	315	315	
Storage Blk Time (%)			0		1			
Queuing Penalty (veh)			0		2			

Network Summary

Network wide Queuing Penalty: 2

Appendix C

SIDRA Reports

LANE SUMMARY

Site: 101 [Existing AM - Lake St & Central Ave/4th St (Site Folder: 4-Leg)]

New Site
Site Category: (None)
Roundabout

Lane Use and Performance

	DEMAND FLOWS [Total veh/h	HV] %	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Aver. Delay sec	Level of Service	95% BACK OF QUEUE [Veh	Dist] ft	Lane Config	Lane Length ft	Cap. Adj. %	Prob. Block. %
SouthEast: NB - Lake St													
Lane 1[d]	251	2.0	1040	0.242	100	7.0	LOS A	1.5	37.2	Full	1600	0.0	0.0
Approach	251	2.0		0.242		7.0	LOS A	1.5	37.2				
North: SB - Lake St													
Lane 1[d]	506	2.0	1299	0.389	100	6.3	LOS A	2.9	73.5	Full	1600	0.0	0.0
Approach	506	2.0		0.389		6.3	LOS A	2.9	73.5				
West: EB - Central Ave													
Lane 1[d]	100	2.0	828	0.121	100	7.8	LOS A	0.7	16.9	Full	1600	0.0	0.0
Approach	100	2.0		0.121		7.8	LOS A	0.7	16.9				
SouthWest: NEB - 4th St													
Lane 1[d]	287	2.0	980	0.293	100	9.2	LOS A	1.7	44.4	Full	1600	0.0	0.0
Approach	287	2.0		0.293		9.2	LOS A	1.7	44.4				
Intersection	1144	2.0		0.389		7.3	LOS A	2.9	73.5				

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Signalised Intersections.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Roundabout Capacity Model: SIDRA Standard.
Delay Model: SIDRA Standard (Geometric Delay is included).
Queue Model: HCM Queue Formula.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

d Dominant lane on roundabout approach

Approach Lane Flows (veh/h)

SouthEast: NB - Lake St

Mov. From SE To Exit:	L2 SW	L1 W	R1 N	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	48	42	162	251	2.0	1040	0.242	100	NA	NA
Approach	48	42	162	251	2.0		0.242			

North: SB - Lake St

Mov. From N To Exit:	L1 SE	R1 SW	R2 W	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	210	245	50	506	2.0	1299	0.389	100	NA	NA

Approach	210	245	50	506	2.0		0.389			
West: EB - Central Ave										
Mov. From W To Exit:	L2 N	R1 SE	R3 SW	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	20	79	1	100	2.0	828	0.121	100	NA	NA
Approach	20	79	1	100	2.0		0.121			
SouthWest: NEB - 4th St										
Mov. From SW To Exit:	L3 W	L1 N	R2 SE	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	1	203	83	287	2.0	980	0.293	100	NA	NA
Approach	1	203	83	287	2.0		0.293			
	Total	%HV	Deg.Satn (v/c)							
Intersection	1144	2.0		0.389						

Lane flow rates given in this report are based on the arrival flow rates subject to upstream capacity constraint where applicable.

Merge Analysis

	Exit Lane Number	Short Lane Length ft	Percent Opng in Lane %	Opposing Flow Rate veh/h	Opposing Flow Rate pcu/h	Critical Gap sec	Follow-up Headway sec	Lane Flow Rate veh/h	Capacity veh/h	Deg. Satn v/c	Min. Delay sec	Merge Delay sec
SouthEast Exit: NB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
North Exit: SB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
West Exit: EB - Central Ave Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
SouthWest Exit: NEB - 4th St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										

LANE SUMMARY

Site: 101 [Existing PM - Lake St & Central Ave/4th St (Site Folder: 4-Leg)]

New Site
Site Category: (None)
Roundabout

Lane Use and Performance

	DEMAND FLOWS [Total veh/h	HV] %	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Aver. Delay sec	Level of Service	95% BACK OF QUEUE [Veh	Dist] ft	Lane Config	Lane Length ft	Cap. Adj. %	Prob. Block. %
SouthEast: NB - Lake St													
Lane 1[d]	359	1.0	941	0.381	100	7.6	LOS A	2.6	65.7	Full	1600	0.0	0.0
Approach	359	1.0		0.381		7.6	LOS A	2.6	65.7				
North: SB - Lake St													
Lane 1[d]	445	1.0	1279	0.348	100	6.4	LOS A	2.6	64.3	Full	1600	0.0	0.0
Approach	445	1.0		0.348		6.4	LOS A	2.6	64.3				
West: EB - Central Ave													
Lane 1[d]	107	1.0	891	0.120	100	7.3	LOS A	0.7	16.6	Full	1600	0.0	0.0
Approach	107	1.0		0.120		7.3	LOS A	0.7	16.6				
SouthWest: NEB - 4th St													
Lane 1[d]	459	1.0	1010	0.454	100	9.5	LOS A	3.1	79.2	Full	1600	0.0	0.0
Approach	459	1.0		0.454		9.5	LOS A	3.1	79.2				
Intersection	1370	1.0		0.454		7.8	LOS A	3.1	79.2				

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Signalised Intersections.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Roundabout Capacity Model: SIDRA Standard.
Delay Model: SIDRA Standard (Geometric Delay is included).
Queue Model: HCM Queue Formula.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

d Dominant lane on roundabout approach

Approach Lane Flows (veh/h)

SouthEast: NB - Lake St

Mov. From SE To Exit:	L2 SW	L1 W	R1 N	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	51	48	260	359	1.0	941	0.381	100	NA	NA
Approach	51	48	260	359	1.0		0.381			

North: SB - Lake St

Mov. From N To Exit:	L1 SE	R1 SW	R2 W	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	202	185	59	445	1.0	1279	0.348	100	NA	NA

Approach	202	185	59	445	1.0		0.348			
West: EB - Central Ave										
Mov. From W To Exit:	L2 N	R1 SE	R3 SW	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	22	85	1	107	1.0	891	0.120	100	NA	NA
Approach	22	85	1	107	1.0		0.120			
SouthWest: NEB - 4th St										
Mov. From SW To Exit:	L3 W	L1 N	R2 SE	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	1	323	135	459	1.0	1010	0.454	100	NA	NA
Approach	1	323	135	459	1.0		0.454			
	Total	%HV	Deg.Satn (v/c)							
Intersection	1370	1.0		0.454						

Lane flow rates given in this report are based on the arrival flow rates subject to upstream capacity constraint where applicable.

Merge Analysis

	Exit Lane Number	Short Lane Length ft	Percent Opng in Lane %	Opposing Flow Rate veh/h	Opposing Flow Rate pcu/h	Critical Gap sec	Follow-up Headway sec	Lane Flow Rate veh/h	Capacity veh/h	Deg. Satn v/c	Min. Delay sec	Merge Delay sec
SouthEast Exit: NB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
North Exit: SB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
West Exit: EB - Central Ave Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
SouthWest Exit: NEB - 4th St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										

LANE SUMMARY

Site: 101 [Cumulative AM - Lake St & Central Ave/4th St (Site Folder: 4-Leg)]

New Site
Site Category: (None)
Roundabout

Lane Use and Performance

	DEMAND FLOWS [Total veh/h	HV] %	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Aver. Delay sec	Level of Service	95% BACK OF QUEUE [Veh	Dist] ft	Lane Config	Lane Length ft	Cap. Adj. %	Prob. Block. %
SouthEast: NB - Lake St													
Lane 1[d]	287	2.0	1067	0.269	100	7.2	LOS A	1.7	43.0	Full	1600	0.0	0.0
Approach	287	2.0		0.269		7.2	LOS A	1.7	43.0				
North: SB - Lake St													
Lane 1[d]	567	2.0	1333	0.426	100	6.3	LOS A	3.3	84.6	Full	1600	0.0	0.0
Approach	567	2.0		0.426		6.3	LOS A	3.3	84.6				
West: EB - Central Ave													
Lane 1[d]	117	2.0	839	0.140	100	8.3	LOS A	0.8	20.8	Full	1600	0.0	0.0
Approach	117	2.0		0.140		8.3	LOS A	0.8	20.8				
SouthWest: NEB - 4th St													
Lane 1[d]	328	2.0	1010	0.325	100	9.4	LOS A	2.0	51.5	Full	1600	0.0	0.0
Approach	328	2.0		0.325		9.4	LOS A	2.0	51.5				
Intersection	1300	2.0		0.426		7.5	LOS A	3.3	84.6				

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Signalised Intersections.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Roundabout Capacity Model: SIDRA Standard.
Delay Model: SIDRA Standard (Geometric Delay is included).
Queue Model: HCM Queue Formula.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

d Dominant lane on roundabout approach

Approach Lane Flows (veh/h)

SouthEast: NB - Lake St

Mov. From SE To Exit:	L2 SW	L1 W	R1 N	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	55	49	183	287	2.0	1067	0.269	100	NA	NA
Approach	55	49	183	287	2.0		0.269			

North: SB - Lake St

Mov. From N To Exit:	L1 SE	R1 SW	R2 W	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	236	277	54	567	2.0	1333	0.426	100	NA	NA

Approach	236	277	54	567	2.0		0.426			
West: EB - Central Ave										
Mov. From W To Exit:	L2 N	R1 SE	R3 SW	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	27	89	1	117	2.0	839	0.140	100	NA	NA
Approach	27	89	1	117	2.0		0.140			
SouthWest: NEB - 4th St										
Mov. From SW To Exit:	L3 W	L1 N	R2 SE	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	1	234	93	328	2.0	1010	0.325	100	NA	NA
Approach	1	234	93	328	2.0		0.325			

	Total	%HV	Deg.Satn (v/c)
Intersection	1300	2.0	0.426

Lane flow rates given in this report are based on the arrival flow rates subject to upstream capacity constraint where applicable.

Merge Analysis

	Exit Lane Number	Short Lane Length ft	Percent Opng in Lane %	Opposing Flow Rate veh/h	Opposing Flow Rate pcu/h	Critical Gap sec	Follow-up Headway sec	Lane Flow Rate veh/h	Capacity veh/h	Deg. Satn v/c	Min. Delay sec	Merge Delay sec
SouthEast Exit: NB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
North Exit: SB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
West Exit: EB - Central Ave Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
SouthWest Exit: NEB - 4th St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										

LANE SUMMARY

Site: 101 [Cumulative PM - Lake St & Central Ave/4th St (Site Folder: 4-Leg)]

New Site
Site Category: (None)
Roundabout

Lane Use and Performance

	DEMAND FLOWS [Total veh/h	HV] %	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Aver. Delay sec	Level of Service	95% BACK OF QUEUE [Veh	Dist] ft	Lane Config	Lane Length ft	Cap. Adj. %	Prob. Block. %
SouthEast: NB - Lake St													
Lane 1[d]	435	1.0	932	0.467	100	8.1	LOS A	3.5	88.3	Full	1600	0.0	0.0
Approach	435	1.0		0.467		8.1	LOS A	3.5	88.3				
North: SB - Lake St													
Lane 1[d]	538	1.0	1306	0.412	100	6.6	LOS A	3.3	83.3	Full	1600	0.0	0.0
Approach	538	1.0		0.412		6.6	LOS A	3.3	83.3				
West: EB - Central Ave													
Lane 1[d]	130	1.0	877	0.148	100	7.8	LOS A	0.9	21.8	Full	1600	0.0	0.0
Approach	130	1.0		0.148		7.8	LOS A	0.9	21.8				
SouthWest: NEB - 4th St													
Lane 1[d]	553	1.0	1018	0.543	100	10.4	LOS B	4.4	110.7	Full	1600	0.0	0.0
Approach	553	1.0		0.543		10.4	LOS B	4.4	110.7				
Intersection	1656	1.0		0.543		8.3	LOS A	4.4	110.7				

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Signalised Intersections.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Roundabout Capacity Model: SIDRA Standard.
Delay Model: SIDRA Standard (Geometric Delay is included).
Queue Model: HCM Queue Formula.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

d Dominant lane on roundabout approach

Approach Lane Flows (veh/h)

SouthEast: NB - Lake St

Mov. From SE To Exit:	L2 SW	L1 W	R1 N	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	63	57	315	435	1.0	932	0.467	100	NA	NA
Approach	63	57	315	435	1.0		0.467			

North: SB - Lake St

Mov. From N To Exit:	L1 SE	R1 SW	R2 W	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	242	224	72	538	1.0	1306	0.412	100	NA	NA

Approach	242	224	72	538	1.0		0.412			
West: EB - Central Ave										
Mov. From W To Exit:	L2 N	R1 SE	R3 SW	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	26	103	1	130	1.0	877	0.148	100	NA	NA
Approach	26	103	1	130	1.0		0.148			
SouthWest: NEB - 4th St										
Mov. From SW To Exit:	L3 W	L1 N	R2 SE	Total	%HV	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Prob. SL Ov. %	Ov. Lane No.
Lane 1	1	391	161	553	1.0	1018	0.543	100	NA	NA
Approach	1	391	161	553	1.0		0.543			
	Total	%HV	Deg.Satn (v/c)							
Intersection	1656	1.0		0.543						

Lane flow rates given in this report are based on the arrival flow rates subject to upstream capacity constraint where applicable.

Merge Analysis

	Exit Lane Number	Short Lane Length ft	Percent Opng in Lane %	Opposing Flow Rate veh/h	Opposing Flow Rate pcu/h	Critical Gap sec	Follow-up Headway sec	Lane Flow Rate veh/h	Capacity veh/h	Deg. Satn v/c	Min. Delay sec	Merge Delay sec
SouthEast Exit: NB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
North Exit: SB - Lake St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
West Exit: EB - Central Ave Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										
SouthWest Exit: NEB - 4th St Merge Type: **Not Applied**												
Full Length Lane	1	Merge Analysis not applied.										

Appendix D

Layouts and Cost Estimates

Preliminary Opinion of Costs (Construction Costs Only)

4th Street/Lake Street/Central Avenue Intersection - **Signal Alternative**

City of Madera

1/12/2018

55-4549-03/2264

No.	*Item Description*	*Units*	*Quantity*	*Unit Cost*	*Total*
1	Traffic Control System	LS	1	$60,000.00	$60,000.00
2	Remove Thermoplastic Traffic Stripe	LF	200	$4.25	$850.00
3	Remove Thermoplastic Pavement Marking	SQFT	50	$12.50	$625.00
4	Remove Roadside Sign	EA	10	$155.00	$1,550.00
5	Remove Concrete Sidewalk	SQYD	30	$31.50	$945.00
6	Remove Concrete (Curb & Gutter)	LF	340	$12.50	$4,250.00
7	Roadway Excavation	CY	560	$32.00	$17,920.00
8	Class 2 Aggregate Base	CY	150	$53.00	$7,950.00
9	Hot Mix Asphalt (Type B)	TON	140	$90.00	$12,600.00
10	Minor Concrete (Median Curb)	CY	20	$770.00	$15,400.00
11	Minor Concrete (Curb and Gutter)	CY	10	$355.00	$3,550.00
12	Minor Concrete (Medians)	SQFT	150	$6.00	$900.00
13	Minor Concrete (Sidewalk)	CY	20	$540.00	$10,800.00
14	Thermoplastic Traffic Stripe	LF	1000	$2.00	$2,000.00
15	Thermoplastic Pavement Marking	SQFT	840	$7.00	$5,880.00
16	Landscape	SQFT	7800	$5.00	$39,000.00
17	Signs	EA	20	$380.00	$7,600.00
18	Signals and Lighting	LS	1	$350,000.00	$350,000.00
19	Storm Drain System	LS	1	$50,000.00	$50,000.00
20	Mobilization	LS	1	$53,200.00	$53,200.00
	Subtotal (Construction Costs)				$ 645,020.00
	Minor/ Supplemental Items			30%	$ 194,000.00
	Construction Contingency			25%	$ 210,000.00
	Total Construction Costs				**$ 1,049,020.00**
	Rounded				**$ 1,050,000.00**

Escalated Construction Cost Estimate from 2018 to 2024 (100% increase) - $2.1M

Escalated Right of Way Cost Estimate from 2018 to 2024 (100% increase) - $3k (see attached)

Landscape Estimate for Park - $320k w/ 20% contingency (dated 2/12/24)

Construction Phase Services - TBD

Preliminary Opinion of Costs (Construction Costs Only)

4th Street/Lake Street/Central Avenue Intersection Improvements - **Roundabout Alternative**

City of Madera

1/2/2018

55-4549-03/2264

No.	*Item Description*	*Units*	*Quantity*	*Unit Cost*	*Total*
1	Traffic Control System	LS	1	$90,000.00	$90,000.00
2	Remove Tree	EA	5	$800.00	$4,000.00
3	Remove Fence	LF	220	$20.00	$4,400.00
4	Remove Thermoplastic Traffic Stripe	LF	570	$4.25	$2,422.50
5	Remove Thermoplastic Pavement Marking	SQFT	50	$12.50	$625.00
6	Remove Roadside Sign	EA	20	$155.00	$3,100.00
7	Remove Concrete Curb	LF	500	$19.50	$9,750.00
8	Remove Concrete Sidewalk	SQYD	560	$31.50	$17,640.00
9	Remove Concrete (Curb & Gutter)	LF	1900	$12.50	$23,750.00
10	Roadway Excavation	CY	2400	$32.00	$76,800.00
11	Class 2 Aggregate Base	CY	770	$53.00	$40,810.00
12	Hot Mix Asphalt (Type B)	TON	720	$90.00	$64,800.00
13	Minor Concrete (Stamped Concrete -Truck Apron)	CY	40	$690.00	$27,600.00
14	Minor Concrete (Median Curb)	CY	40	$770.00	$30,800.00
15	Minor Concrete(Curb-Truck Apron)	CY	10	$780.00	$7,800.00
16	Minor Concrete (Curb and Gutter)	CY	80	$355.00	$28,400.00
17	Minor Concrete (Sidewalk)	CY	140	$405.00	$56,700.00
18	Thermoplastic Traffic Stripe	LF	3800	$2.00	$7,600.00
19	Thermoplastic Pavement Marking	SQFT	640	$7.00	$4,480.00
20	Landscape	SQFT	20000	$5.00	$100,000.00
21	Signs	EA	30	$380.00	$11,400.00
22	Lighting and Sign Illumination	LS	1	$250,000.00	$250,000.00
23	Storm Drain System	LS	1	$50,000.00	$50,000.00
24	Mobilization	LS	1	$82,300.00	$82,300.00
	Subtotal (Construction Costs)				$ 995,177.50
	Minor/ Supplemental Items			30%	$ 299,000.00
	Construction Contingency			25%	$ 324,000.00
	Total Construction Costs				**$ 1,618,177.50**
	Rounded				**$ 1,620,000.00**

Escalated Construction Cost Estimate from 2018 to 2024 (100% increase) - $3.2M

Escalated Right of Way Cost Estimate from 2018 to 2024 - $16,500 (July 2025 Update)

Design Costs (15% of Construction Costs) - $480k

Construction Phase Services - TBD

ghd.com

→ The Power of Commitment

Attachment 2

90% Design Layout – Traffic Signal Alternative

GENERAL NOTES: (SHEETS E1 & E2)

1. ALL TRAFFIC SIGNAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS.
2. INSTALL PULL BOXES AT MAXIMUM 200' SPACING.
3. ALL PULL BOXES SHALL BE NO. 5(E) UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL COORDINATE SERVICE CONNECTION WITH PG&E.

PROJECT NOTES: (SHEETS E1 & E2)

1 FURNISH AND INSTALL MODEL 332L CABINET WITH MODEL 2070LX CONTROLLER ASSEMBLY AND BATTERY BACKUPS SYSTEM ON FOUNDATION. CONTRACTOR SHALL FURNISH AND INSTALL ANY AUXILIARY EQUIPMENT NECESSARY TO IMPLEMENT A FOUR PHASE OPERATION AND AN OPTICOM EMERGENCY VEHICLE DETECTION SYSTEM.

2 CONTRACTOR TO FURNISH AND INSTALL TYPE III-CF SERVICE EQUIPMENT ENCLOSURE FOR 120/240 V PER STANDARD PLAN ES-2F. THE FOLLOWING CIRCUIT BREAKERS WILL BE PROVIDED:

METER 1

AMPS	VOLTS	POLES	NAME PLATE	METER	PHOTOELECTRIC CONTROL TYPE
100	240	2	MAIN DISCONNECT	YES	
50	120	1	TRAFFIC SIGNAL	YES	
30	120	1	SPARE	YES	

METER 2

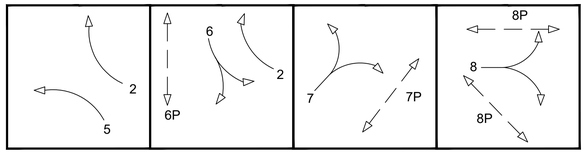
AMPS	VOLTS	POLES	NAME PLATE	METER	PHOTOELECTRIC CONTROL TYPE
100	240	2	MAIN DISCONNECT	YES	
30	240	2	INTERSECTION LIGHTING	YES	IV
20	240	2	PARK LIGHTING	YES	II
20	240	2	SPARE	YES	

3 3"C TO PG&E SERVICE POINT PER PG&E REQUIREMENTS. CONDUCTORS BY PG&E.

4 2"C, 3#2 (120/240 V SERVICE).

5 LEVEL, 4" THICK CONCRETE PAD. TOP OF PAD ELEVATION TO MATCH ADJACENT CONCRETE FINISH GRADES.

6 FURNISH AND INSTALL APS PUSH BUTTON PER POLE AND EQUIPMENT SCHEDULE. PUSH BUTTON HEIGHT SHALL MEET ADA REQUIREMENTS.



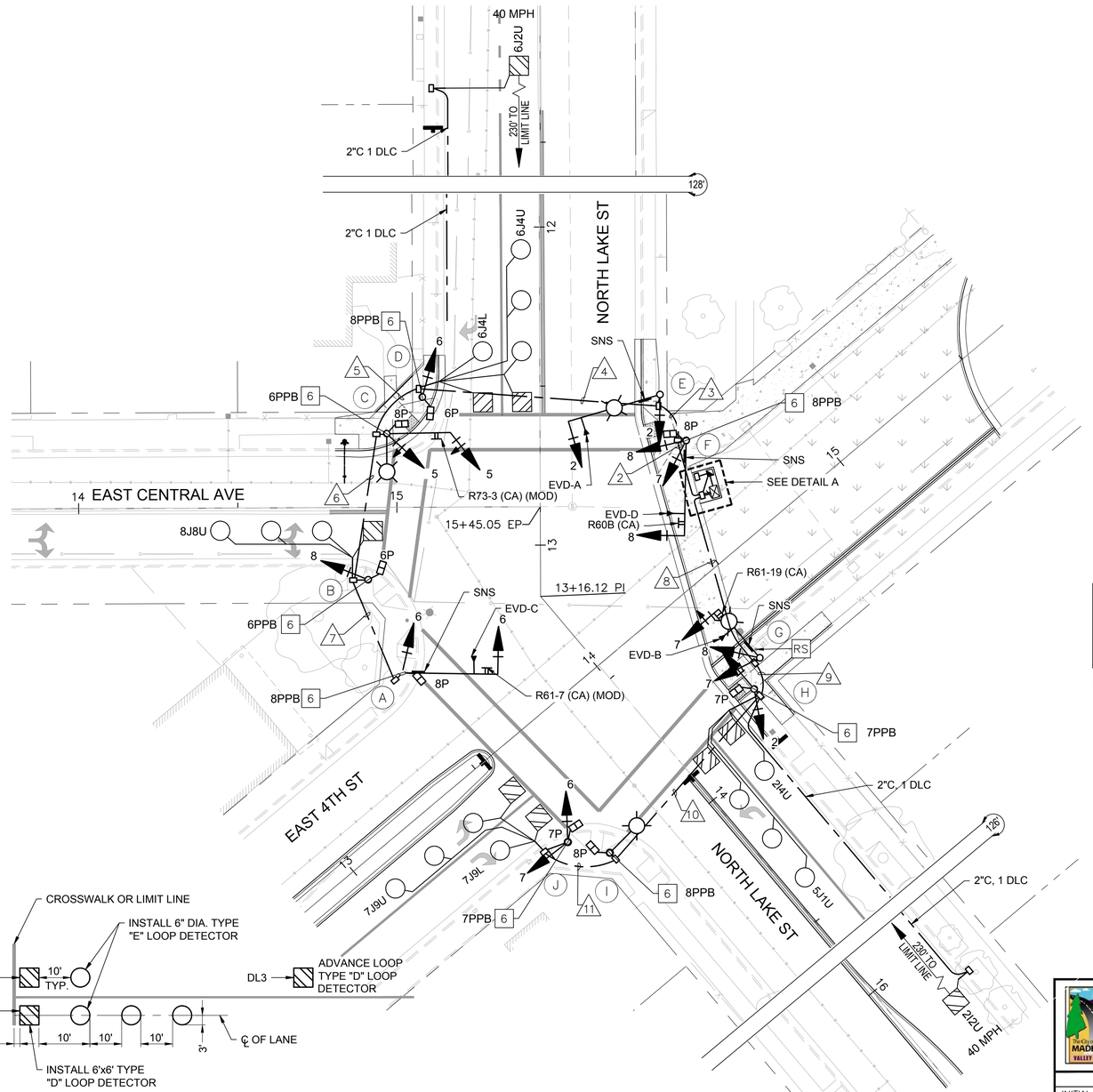
PROPOSED PHASE DIAGRAM

EMERGENCY VEHICLE PREEMPTION (EVP)

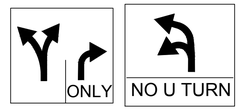
EVD-A = 2 + 5
EVD-B = 7
EVD-C = 6
EVD-D = 8

N

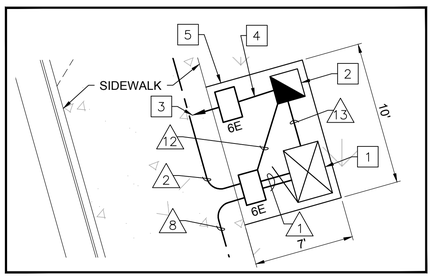
0 10' 20' 40'



SIGN LEGEND:



R61-7 (CA) (MOD) R73-3 (CA) (MOD)



DETAIL A
SCALE 1 " = 5'

TYPICAL LOOP DETECTOR SPACING
NOT TO SCALE

PRELIMINARY
90% PLANS

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY

Know what's Call below. before you dig.

Contractor shall call Underground Service Alert at 811 two working days prior to excavation

GHD Inc.
30 River Park Place West Suite 220
Fresno California 93720 USA
T 1 559 326 5900 W www.ghd.com

PRELIMINARY NOT FOR CONSTRUCTION

PREPARED UNDER THE DIRECTION OF:

DATE 8/16/2022

Reuse of Documents
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This document shall not be used for construction unless signed and sealed for construction.

Scale 1" = 20'

Original Size Arch D

Bar is one inch on original size sheet 0 1"

GHD Project No. 11144963

Title

ELECTRICAL PLANS

Sheet No.

E-001

LAKE ST /4TH ST /CENTRAL AVE INTERSECTION IMPROVEMENTS

CITY OF MADERA
ENGINEERING DEPARTMENT
205 WEST 4TH STREET
MADERA, CA 93637

SHEET 13 OF 14 SHEETS

APPROVED BY: _____ DATE _____
CITY ENGINEER

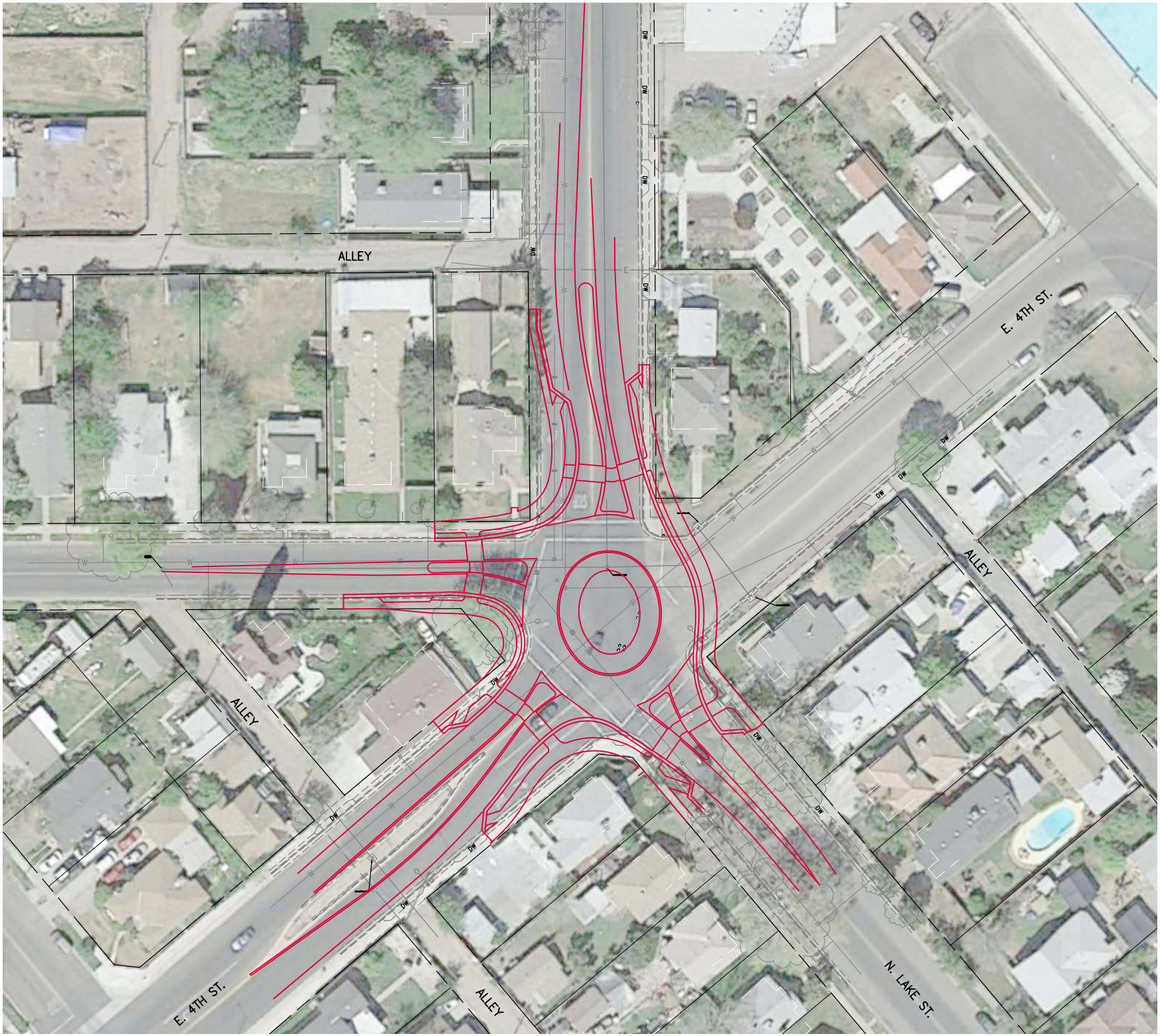
PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: NBC, KCS CHECKED BY:
DRAWN BY: NBC, KCS INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
FEDERAL PROJECT No. CML 5157(102)

Aug/31/2022 2:52 AM
\\GHDNET\GHD\US\KN1\JOBS\12610\55\PROJECTS\SIGNAL\R46\DWG\Plot_DESIGN.ACAD 2018\E1E2\T25\254001

Attachment 3

Updated Preliminary Layout – Roundabout Alternative


ALLEY
E. 4TH ST.
ALLEY
ALLEY
E. 4TH ST.
ALLEY
N. LAKE ST.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: D-1

SUBJECT:

Amendment No. 3 to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services and budget amendment to the FY 2025/26 budget

RECOMMENDATION:

1. Adopt a Resolution Approving a Third Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborists, Inc. (WCA), for additional work at $39,900
2. Adopt a Resolution Amending the City's FY 2025/26 Operating Budget approving related expenditure line item for the execution of a Third Amendment to the Agreement for Tree Management Maintenance Services with West Coast Arborists, Inc. for an additional $39,900

SUMMARY:

During the last several weeks, staff have been made aware of tree maintenance needed along Mainberry Drive, West 3rd Street, and Westgate Drive medians. With a Contractor Services Agreement with WCA reaching its maximum amount for the year, staff is recommending increasing the Agreement by an additional $39,900 to cover the necessary work. This would constitute the third amendment to the Agreement.

DISCUSSION:

The City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest. This is due to the City's responsibility for maintaining street trees within the public right-of-way, as well as trees within parks, Landscape Maintenance Districts (LMDs), open spaces, City facilities, and other public spaces. To keep up with this volume of work, the City utilizes a tree maintenance contractor.

In 2020, a Request for Proposals (RFP) was published in compliance with the City's Purchasing Policy. Based on the submittals received, the review committee recommended that an agreement be awarded to West Coast Arborists, Inc. (WCA) for $150,000 per year for a three-year term. The Agreement was approved by the City Council on November 3, 2021. Due to the Agreement's three-year term, the Agreement was set to sunset on November 3, 2024, with the option for an additional two years if approved by both parties.

Amendment No. 1 was approved by the City Council on June 19, 2024, as recorded by Resolution No. 24-99. The amendment allowed for an additional one-time $18,800 to be allocated towards the removal and pruning of several trees at Lions Town & Country Park. This increased the Agreement amount to $168,800 for the third year only.

Amendment No. 2 was approved on October 2, 2024, as recorded by Resolution No. 24-159. The amendment allowed for a two-year extension through November 3, 2026. The Amendment also noted an increase in the Agreement amount to $200,000 per year.

Several reasons for requesting additional funds for the WCA agreement have surfaced in the last weeks. Including:

- Earlier this year, a large tree branch fell along Mainberry Drive from a tree in the median. The entire tree was removed in July 2025, after the recommendation of an arborist with WCA. The tree had been affected by a rotting trunk. The tree was beyond repair, as the rot was extensive.
- The tree type also played a role, as the tree was a type of ash tree, which has a finite lifespan and is prone to bark splitting at the base and falling limbs.
- It was during the inspection of trees on Mainberry Drive that the immediate neighboring area along Westgate Drive and West 3rd Street also became a focus, as the medians in this area have the same tree type and similar conditions. All trees along the median in this area are ash trees.
- The arborist has recommended that all trees on the medians of Mainberry Drive, Westgate Drive, and West 3rd Street be pruned or trimmed to prevent future damage from branch breakage by reducing the weight on heavy, extended limbs, thus preventing limb failure.
- This area has approximately 150 trees that require trimming.

These trees are trimmed on a five-year cycle, with the last trimming completed in 2021. Although the next trimming was originally scheduled for next year, consultation with the WCA arborist has resulted in a recommendation to advance the schedule.

The work mentioned above cannot be completed in-house, as it requires specialized equipment beyond the City's inventory, as well as expertise in tree trimming that staff does not possess. This includes a four-person crew, estimated to take 10.5 days. The necessary equipment consists of an aerial tower, chipper truck, chipper, and a Foreman truck to address the required pruning and trimming in the area.

FINANCIAL IMPACT:

Tree maintenance services are budgeted within the Contracted Service line item in Parks Maintenance budget (10206100) and various Landscape Maintenance Zone (LMZ) budgets (45010000 through 45830000). These services are funded by a combination of General Fund, Solid Waste Fund, and LMZ assessments. The Solid Waste Fund contributes to this agreement, which is utilized for right-of-way clearance trimming.

WCA has provided a quote that takes into consideration the cost of addressing the 150 trees in need of maintenance. The quote provided totals $39,900.

The City has a balance remaining under the existing contract agreement with WCA. These funds are slated to be expended through October 2025 on other previously scheduled tree trimming efforts within the City and are not sufficient to cover the newly requested amount. The Agreement term renews once again in November 2025 for an additional $200,000 per year.

Staff is recommending using General Fund balance to cover the $39,900 cost. The trees in this area are not part of the LMZ, rather they are in the City's designated medians. Thus, utilizing the LMZ budget is not an option.

While the City may wait, the concern is that the cost of tree trimming has increased and this one-time budget allocation will mitigate the issue at hand.

ALTERNATIVES:

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

- The Council may choose to request that staff bring additional information back to a subsequent meeting.
- The Council may decide to reject the request altogether. This would assume trees damaged and maintenance of trees in need would be halted until further notice.

ATTACHMENTS:

1. Resolution Approving a Third Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborists, Inc. (WCA), for additional work at $39,900
    a. Exhibit A – First Amendment
2. Resolution Amending the City's FY 2025/26 Operating Budget approving related expenditure line item for the execution of a Third Amendment to the Agreement for Tree Management Maintenance Services with West Coast Arborists, Inc. for an additional $39,900
    a. Exhibit A – Budget Adjustment
3. Quote Dated July 24, 2025, from West Coast Arborists, Inc.
4. Map of Area & Trees

5. Photos of Trees
6. Map of Area in Comparison to the Immediate Landscape Maintenance Zones

ATTACHMENT 1

Resolution Approving a Third Amendment to the Agreement for Tree Management and Maintenance Services with West Coast Arborists, Inc. (WCA), for additional work at $39,900

Exhibit A – Third Amendment

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A THIRD AMENDMENT TO THE AGREEMENT FOR TREE MANAGEMENT AND MAINTENANCE SERVICES WITH WEST COAST ARBORISTS, INC. (WCA), FOR ADDITIONAL WORK AT $39,900

WHEREAS, City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest; and

WHEREAS, on November 3, 2021, Council approved a three-year Contractor Services Agreement with West Coast Arborists, Inc. (WCA); and

WHEREAS, the Contractor Services Agreement was initially set for three years, at $150,000 per year; and

WHEREAS, Amendment No. 1 was approved on June 19, 2024, as recorded by Resolution No. 24-99, allowing for an additional $18,800 towards the removal and pruning of several trees at Lions Town & Country Park; and

WHEREAS, Amendment No. 2 was approved on October 2, 2024, as recorded by Resolution No. 24-159, allowing for a two-year extension through November 3, 2026, as well as increasing the Agreement amount to $200,000 per year; and

WHEREAS, an additional $39,900 is being requested for additional work that needs to be completed along Mainberry Drive, W 3rd Street, and Westgate Drive medians; and

WHEREAS, the additional work would increase the agreement with WCA to $239,900 through October 2025; and

WHEREAS, the $200,000 per year resets in November 2025; and

WHEREAS, no additional changes are being made to 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. The City Council approves the increase of $39,900 towards the additional work needed at Mainberry Drive, West 3rd Street, and Westgate Drive medians, under the West Coast Arborists, Inc., Contractor Services Agreement, as the Third Amendment.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A – Third Amendment to Contractor Services Agreement

THIRD AMENDMENT TO AGREEMENT FOR TREE MANAGEMENT AND MAINTENANCE SERVICES WITH WEST COAST ARBORIST, INC. (WCA) FOR AN ADDITIONAL $39,900

This THIRD Amendment to the Contractor Services Agreement for tree management and maintenance services is made by and between the City of Madera, a California municipal corporation, ("City") and West Coast Arborist, Inc. (WCA), both hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest; and

WHEREAS, on November 3, 2021, Council approved a three-year Contractor Services Agreement with West Coast Arborists, Inc. (WCA); and

WHEREAS, the Contractor Services Agreement was initially set for three years, at $150,000 per year; and

WHEREAS, Amendment No. 1 was approved on June 19, 2024, as recorded by Resolution No. 24-99, allowing for an additional $18,800 towards the removal and pruning of several trees at Lions Town & Country Park; and

WHEREAS, Amendment No. 2 was approved on October 2, 2024, as recoded by Resolution No. 24-159, allowing for a two-year extension through November 3, 2026, as well as increasing the Agreement amount to $200,000 per year; and

WHEREAS, an additional $39,900 is being requested for additional work that needs to be completed along Mainberry Drive, W 3rd Street, and Westgate Drive medians; and

WHEREAS, the additional work would increase the agreement with WCA to $239,900 through October 2025; and

WHEREAS, the $200,000 per year resets in November 2025; and

WHEREAS, no additional changes are being made to the agreement.

AMENDMENT

1. This THIRD Amendment sets the Agreement amount not to exceed $239,900 through October 31, 2025.

2. Except as amended by this THIRD Amendment, all terms and conditions of the Agreement, as amended shall continue in full force and effect.

3. This THIRD Amendment shall be effective on August 20, 2025.

IN WITNESS WHEREOF, the City of Madera has caused this THIRD Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and West Coast Arborist, Inc. has executed this THIRD Amendment on the day and year written below.

CITY OF MADERA

_____
Cecelia K. Gallegos, MAYOR

_____
Date.

APPROVED AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

WEST COAST ARBORIST, INC.

_____
Patrick Mahoney, President

_____
Date.

ATTACHMENT 2

Resolution Amending the City's FY 2025/26 Operating Budget approving related expenditure line item for the execution of a Third Amendment to the Agreement for Tree Management Maintenance Services with West Coast Arborists, Inc. for an additional $39,900

Exhibit A – Budget Adjustment

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2025/26 OPERATING BUDGET, APPROVING RELATED EXPENDITURE LINE ITEM FOR THE EXECUTION OF A THIRD AMENDMENT TO THE AGREEMENT FOR TREE MANAGEMENT MAINTENANCE SERVICES WITH WEST COAST ARBORISTS, INC. FOR AN ADDITIONAL $39,900

WHEREAS, the City Council previously approved the Operating City-wide Budget for 2025/26 Fiscal Year; and

WHEREAS, the City has an existing City-wide Tree Management and Maintenance Services Agreement with West Coast Arborists, Inc.; and

WHEREAS, an amendment to the City's Adopted Budget for the 2025/26 Fiscal Year, listed in Exhibit A, attached hereto, is necessary for additional work needed related to citywide tree trimming services; and

WHEREAS, the additional funds requested are $39,900, to be documented as Amendment No. 3 to the Agreement between the City of Madera and West Coast Arborists, Inc.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA finds, orders, and resolves 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 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-_____

Budget Adjustments for Fiscal Year 2025/26

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund					
	10206100	4900	Budgetary Carryover		$ 39,900
	10206100	6440	Contracted Services	39,900	
				$ 39,900	**$ 39,900**

ATTACHMENT 3

Quote Dated July 24, 2025, from West Coast Arborists, Inc.

WEST COAST ARBORISTS, INC.
5424 N. Barcus Avenue Fresno, CA 93722
559.275.2086 Phone 559.275.7865 Fax WCAINC.COM

Proposal # 97859

PROPOSAL FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact
HECTOR SANCHEZ
CITY OF MADERA
701 E. 5TH STREET
MADERA, CA 93638
559.474.5293 hsanchez@madera.gov

Billing Contact
HECTOR SANCHEZ
CITY OF MADERA
701 E. 5TH STREET
MADERA, CA 93638
559.661.5485 hsanchez@madera.gov

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
Yes			

JOB LOCATION

Mainberry: Howard Rd to Sunset Ave and Third Street/Westgate Median from Schnoor Ave to Autumn Rd

SCOPE OF WORK

Tree Maintenance Services

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
380.00	Crew Rental - per man (Safety Prune Approx.150 Trees)	Man Hour	$105.00	$39,900.00
			GRAND TOTAL:	$39,900.00

COMMENTS

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764 Federal Tax ID: 95-3250682 CA DIR Registration 1000000956

STEVE HUNT	AREA MANAGER	07/24/25
ESTIMATED BY	TITLE	DATE
ACCEPTED BY	TITLE	DATE

ATTACHMENT 4

Map of Area & Trees

ATTACHMENT 5

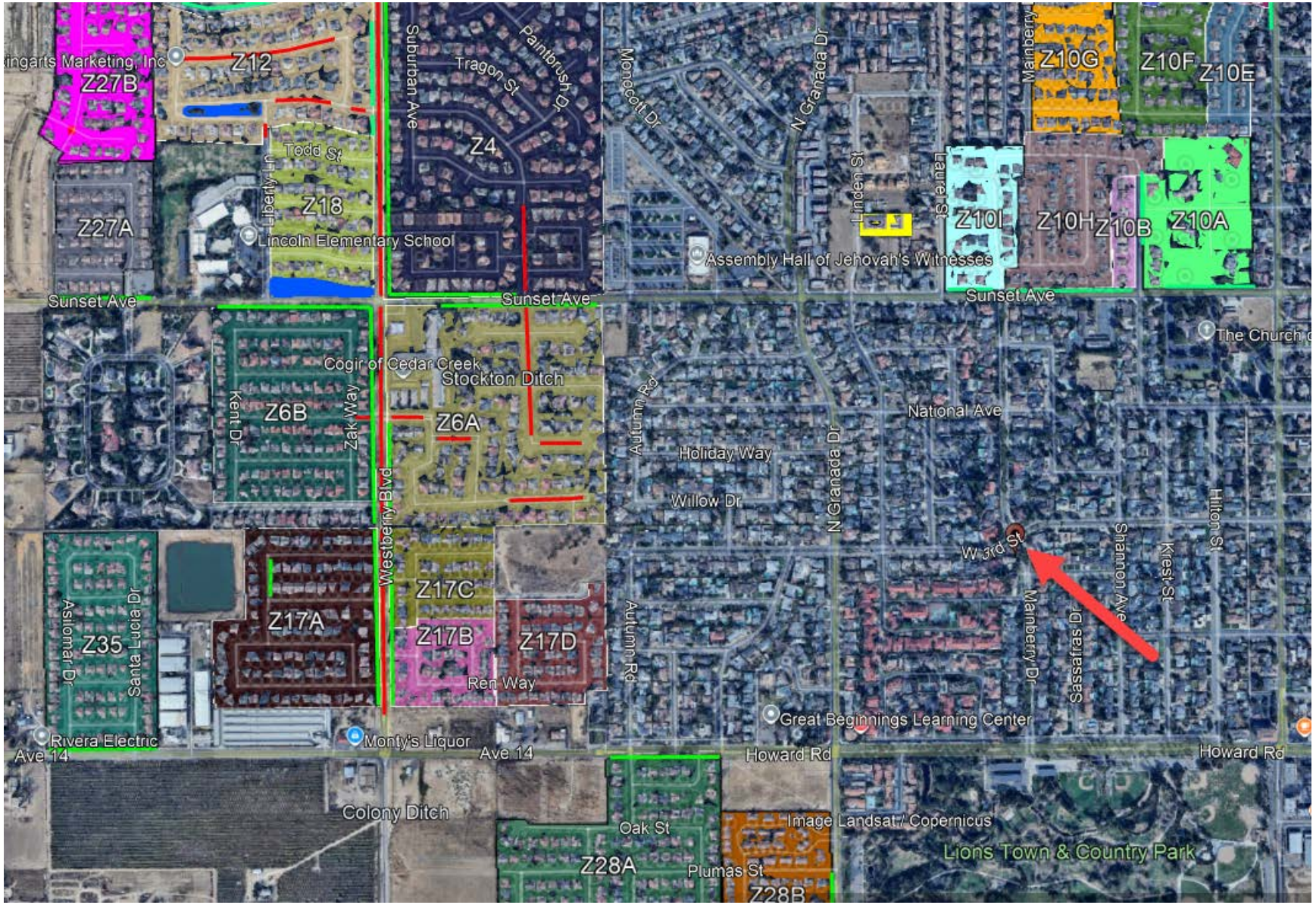
Photo Below Shows the Median Area & Trees Along Mainberry Drive

Photos Below Show the Median Area & Trees Along Westgate Drive and W 3rd Street

STOP

ATTACHMENT 6

Map of Area in Comparison to the Immediate Landscape Maintenance Zones



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: D-2

SUBJECT:

Water Main Replacement Project, City Project No. W-43

RECOMMENDATION:

Adopt a Resolution approving the contract award for the Water Main Replacement Project City Project No. W-43 in the amount of $4,449,360.00 to Mid Cal Pipeline & Utilities, Inc. and adopt a Class 2 categorical Exemption (Replacement or Reconstruction) per CEQA Guidelines Section 15302

SUMMARY:

On August 6, 2025 the City received five bids for the Water Main Replacement Project City Project W-43 (Project). The Project is funded with Water Utility Funds. Mid Cal Pipeline & Utilities, Inc. (Mid Cal Pipeline) submitted the lowest, responsive bid. The Fiscal Year (FY) 2025/26 Capital Projects Budget includes funding for the project.

BACKGROUND:

Water main replacement work was identified in the March 2021 Sewer and Water Renewal & Replacement Plan in order to proactively replace high risk pipelines and maintain a high level of service for existing customers. The work within the Project was part of a 5-year improvement plan which is based on a total risk score as well as proximity to other improvements.

The City Engineer executed a Task Order with Provost & Pritchard Engineering under the On-Call Engineering Services Agreement in July 2023 for design engineering services necessary to prepare bid documents for several water main replacement projects identified in the Capital Improvement Project. This first bid package is for City Project W-43. The remaining projects are approximately 50 percent complete.

This project aims to:

- Replace all water utilities within State Route 145 in the downtown area in advance of the Caltrans Capital Preventive Maintenance (CAPM) Road Diet project that is slated for construction in January 2026.
- Replacement of the water main in Lake Street from Yosemite Avenue to Riverside Drive in advance of planned intersection improvements at 4th Street/Lake Street/Central Avenue.
- Replacement of the water main within State Route 145, south of El Dorado Drive

In doing so the City can ensure the roadway improvements will not be disturbed by City water improvement projects in the near future.

DISCUSSION:

The general scope of work consists of water main replacement in State Route 145 from Storey Road to 9th Street and Lake Street from Riverside Drive to Yosemite Avenue. The water main replacements range from 6" PVC to 12" PVC lines and include gate valves, valve boxes, lateral connections, and fire hydrant connections. The pipeline installation requires two jack and bore installations under the Union Pacific Railroad Road near E Street and Madera Irrigation District pipeline, respectively. Work also includes the Lake Street Bridge water main replacement. The waterlines proposed for replacement are approximately 75 years old, necessitating their replacement. As part of this project, new gate valves will be installed at appropriate locations to allow the City to isolate segments of the line should repairs be required in the future. This improvement is important, as the City recently experienced a prolonged water leak along this same line due to inoperable gate valves. In that instance, shutting down the line would have required turning off water service to a relatively large geographic area.

During construction, temporary inconveniences to drivers and pedestrians are anticipated due to construction equipment, noise, dust, etc. Temporary steel plates may be required, and pedestrian routes may need to be rerouted for safety. Additionally, once the waterline is replaced, the pavement trench will be backfilled and restored per City Standards and Specifications. However, since Caltrans is scheduled to begin the Road Diet project in early 2026, any unsightliness of the trench will be replaced with a new roadway at that time.

City staff will be mindful of the potential impacts to visitors and local businesses; however, these repairs are necessary to address aging infrastructure that has reached the end of its useful life. While some disruptions are unavoidable, staff will work closely with the contractor to minimize impacts and maintain access routes whenever possible.

Competitive Bidding Process

On June 18, 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 Newspaper on June 18 and June 25, 2025.

On August 6, 2025 five 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. Mid Cal Pipeline & Utilities, Inc.	$4,449,360
2. DG Construction, Inc.	$5,078,853
3. Floyd Johnston Construction, Co, Inc.	$6,829,905
4. Dawson-Mauldin, LLC.	$7,566,140
5. Haydon Construction, Inc.	$9,063,815
Engineer's Opinion of Cost	*$5,116,060*

Mid Cal Pipeline submitted the lowest, responsive, and responsible bid that meets the contract requirements. Moreover, the City received two bids lower than the Engineer's Opinion of Cost.

Staff recommends awarding the project to Mid Cal Pipeline in the amount of $4,449,360, plus an additional $889,872 or 20 percent of the base bid as a contingency fund. While construction projects are typically budgeted with a 10 percent contingency, staff is recommending a higher than typical contingency due to the complexity of the work, the age of nearby infrastructure, and the *possibility* (italics added for emphasis) that existing as-built plans may not fully reflect actual conditions. The increased contingency is intended to minimize the risk of work stoppages and ensure the project can proceed without unnecessary delays should unforeseen conditions arise.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The project is categorically exempt under Class 2, Replacement or Reconstruction per Section 15302 of the California Environmental Quality Act (CEQA) Guidelines. This applies to:

a. Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.
b. Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
c. Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
d. Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

The proposed work consists of replacing aging waterlines within the existing public right-of-way. In accordance with CEQA, a Notice of Exemption (NOE) was filed with the Madera County Clerk's office on October 23, 2023.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. The Project is programmed in the CIP FY 25/26 budget with Water Utility 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 watermain replacement project causing the project to be put on hold until Caltrans completes their work and incur significant cost increases for pavement restoration per Caltrans requirements

ATTACHMENTS:

1. Resolution approving Contract
    a. Exhibit A - Agreement
2. Project Map

Attachment 1

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR WATER MAIN REPLACEMENT PROJECT, CITY PROJECT W-43 IN THE AMOUNT OF $4,449,360 TO MID CAL PIPELINE & UTILITIES, INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on June 18, 2025 the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the Water Main Replacement Project, City Project No. W-43 hereinafter referred to as "the Project"; and

WHEREAS, five sealed bids were received on August 6, 2025 and opened by the City Engineer; and

WHEREAS, Mid Cal Pipeline & Utilities, Inc. was selected as the lowest, responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2025/26 under CIP Project W-43;

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

1. The above recitals are true and correct.

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

3. The City finds that Mid Cal Pipeline & Utilities, Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $4,449,360 to Mid Cal Pipeline, 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 20 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

Exhibit A

Agreement

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between the City of Madera, hereinafter called "**OWNER",** and **Mid Cal Pipeline & Utilities, 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 **"Water Main Replacement Project, City Project No. W-43"**

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 **$4,449,360.00**, 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) Section 1, General Conditions
(J) Section 2, Special Conditions
(K) Section 3, City of Madera Standard Specifications and Drawings
(L) Section 4, Bid Items
(M) Section 5, Technical Specifications
(N) State Standard Plans and Specifications

Addendum No. 1, dated June 26, 2025
Addendum No. 2, dated June 30, 2025
Addendum No. 3, dated July 17, 2025
Addendum No. 4, dated July 24, 2025
Addendum No. 5, dated July 29, 2025

Addendum No. 6, dated July 31, 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 ($2,000.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed $**4,449,360.00** 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 **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, Inc.**;
2. A failure by **Mid Cal Pipeline & Utilities, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Mid Cal Pipeline & Utilities, Inc.** to City.

In no event shall any payment by City or acceptance by **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, Inc.** the repayment to City of any funds disbursed to **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, Inc.**

Notices. All notices and communications from the **Mid Cal Pipeline & Utilities, 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 Fresno.

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 **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Mid Cal Pipeline & Utilities, 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 **Mid Cal Pipeline & Utilities, 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: _____
Cecelia K. 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

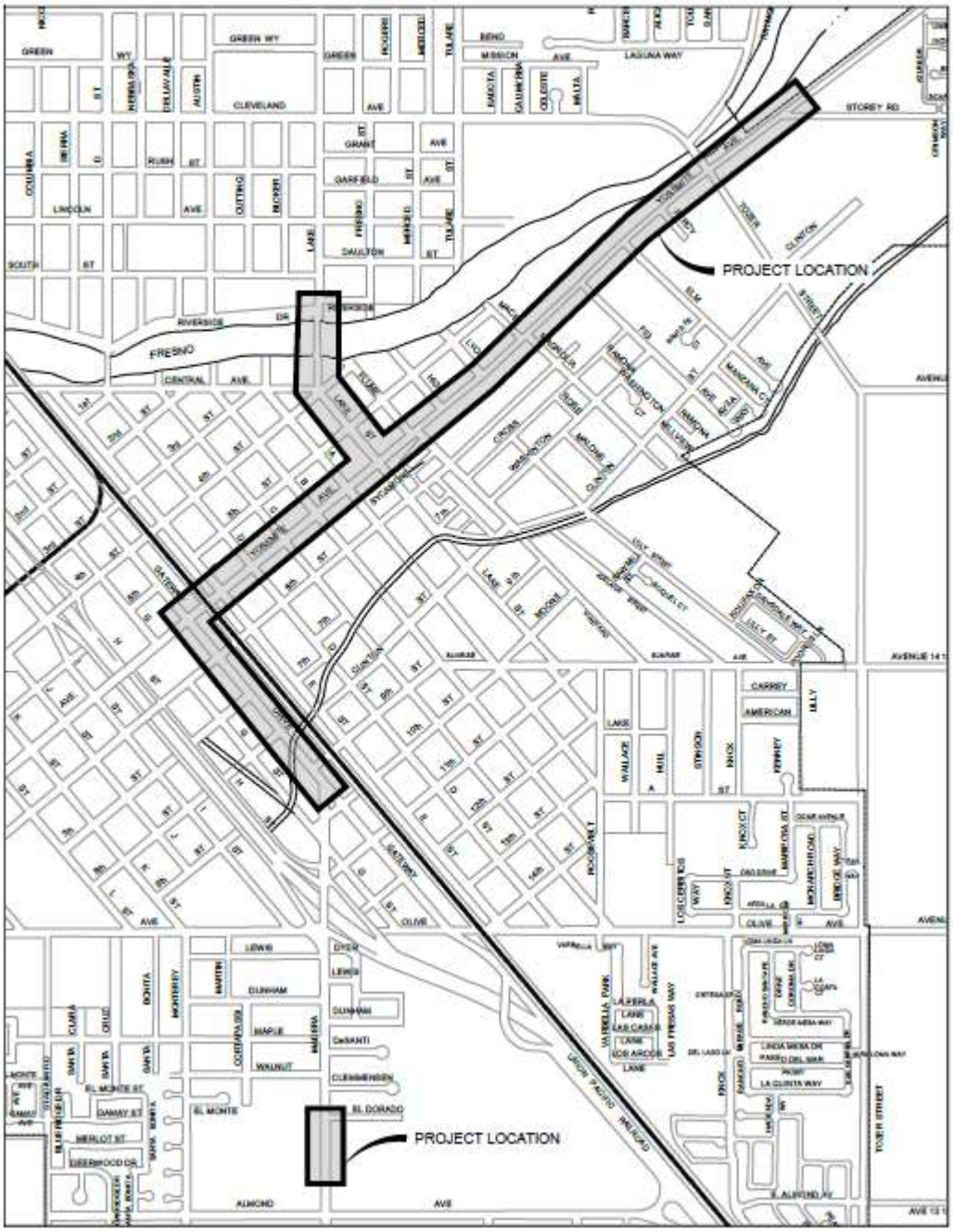
Place Notary Seal/Stamp Above

Attachment 2

Project Map

Project Map

W-43 WATER MAIN REPLACEMENT PROJECT



REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: E-1

SUBJECT:

Domestic Well Mitigation Program (DWMP)

RECOMMENDATION:

Receive update and provide direction regarding information provided as part of this report to City Council

SUMMARY:

The City of Madera (City) is one of seven agencies that have established a Groundwater Sustainability Agency (GSA) within the boundaries of Madera Groundwater Subbasin (Subbasin) pursuant to the 2014 Sustainable Groundwater Management Act (SGMA). The seven GSAs include the following members:

- City of Madera (City)
- County of Madera (County)
- Madera Irrigation District (MID)
- Madera Water District (MWD)
- Gravelly Ford Water District
- Root Creek Water District
- New Stone Water District (NWSD)

Four GSAs, including the City, County, MID, and MWD, prepared one joint Groundwater Sustainability Plan (GSP).

The original joint GSP, prepared in 2020, requires GSAs to achieve groundwater sustainability in the Subbasin by 2040. Combined, the original joint GSP GSAs are responsible for approximately 95 percent of the Subbasin.

The remaining three GSAs, Gravelly Ford Water District GSA, Root Creek Water District GSA and New Stone Water District GSA, each prepared their own individual GSPs, which, when combined with the joint GSP, collectively cover and manage the entire Subbasin as required by SGMA including impacts to domestic wells.

All GSAs are required to prepare and implement a DWMP for the Madera Subbasin. While not a direct component in reaching sustainability, the DWMP can be considered a factor in the time frame required to achieve sustainability. Without a DWMP to mitigate well impacts, the urgency of reaching sustainability would be heightened to avoid greater losses of residential wells.

DISCUSSION:

The Madera Subbasin GSAs through the GSA Coordination Workgroup (Workgroup) have continued with coordination and focused planning efforts to develop a DWMP since the last DWMP update to City Council (Council) on April 16, 2025 having met three times. The DWMP, when complete, is intended to provide assistance to domestic and municipal wells adversely impacted by declining groundwater levels that interfere with groundwater production or quality. The program is not intended to mitigate well issues not caused by regional groundwater conditions nor is it intended to resolve issues related to normal wear and tear. It is expected that the DWMP, when implemented will continue until groundwater sustainability is achieved. After 2040, groundwater levels will stabilize at historical levels if sustainability efforts are successful, avoiding undesirable results for groundwater users.

As part of the Council update on April 16, Council provided direction that the City should participate in DWMP based on proportionate cost of its contribution to overdraft.

Based on progress achieved at recent Workgroup meetings, staff finds that it must seek additional input from Council.

There are, at present, several items for consideration. These possible changes should be taken in context with a separate discussion between the four GSAs associated with the joint Groundwater Sustainability Plan (GSP). The remainder of this report will, as a first part, focus on the progress associated with the Workgroup. The second will focus on the separate discussion.

<u>Workgroup</u>

1) **Participation Methodology:**

   Council has provided direction that it supports proportionate cost responsibility (Proportionate) based on contribution to overdraft as opposed to proximity based. At present, four GSAs support Proportionate, including the City. One GSA does not support and indicates it does not wish to participate in the program or provide input to the DWMP. A second has indicated its intent to prepare and manage its own DWMP but has expressed a willingness to participate in discussions about what a DWMP looks like. It is unclear what the remaining GSA will ultimately do other than announcing its

intention to continue participating in the discussion. These decisions to not support Proportionate along with statements of intent to form separate DWMPs has left staff uncertain of how discussions will continue and what it means toward the goal of meeting the requirements of SGMA. In fact, the Workgroup Mediator (Mediator) has expressed a concern that there may be an impasse associated with the methodology. As a result, the Mediator contacted representatives from the Department of Water Resources' (DWR) Sustainable Groundwater Management Office to discuss and confirm their expectations about well mitigation efforts in GSAs across the state. The discussions with DWR illustrated the following:

- DWR needs to see confirmation that within a given groundwater basin or subbasin, there is a responsible party(ies) that have a documented plan in place to provide mitigation coverage for all domestic wells if they experience dewatering associated with groundwater use under the jurisdiction of SGMA.

- While DWR does not have specific guidance or opinion on how one or more parties (particularly GSAs) account for this complete coverage for domestic wells, DWR does not advocate any specific method and defers to the principle of "local control" for GSAs to determine how they will prove such mitigation (short-term and/or long-term) individually or collectively meets SGMA requirements. As such, each GSA in the Madera Subbasin is able to determine if they prefer to develop an individual well mitigation plan, or to partner with one or more other GSAs to create a multi-agency mitigation program.

2) Calculation of Proportionate Value:

The current proportionate value for the City is 2% based on the GSP consultants water model from the end of last year. This value does not fully address the City's efforts toward completing its projects since that time. Nor does it take into account the City likely ability to install all meters within about one year. While Workgroup discussions have included the potential to adjust values based on near-up-to-date information and to reconsider the value on a yearly or five-year basis, those options have not materialized in the Agreement as of yet. Rather, the draft agreement included as Appendix C to Attachment 2 currently provides for a five-year review of the Proportionate value responsibility with a highlight indicating further discussion or approval is required.

City projects include a joint project with the Madera Irrigation District (MID) for the use of the Berry Storm Basin for Recharge and installation of water meters at all parcels. The Berry Basin project is complete. Meters are in excess of 99% complete when considering total connections. In fact, based on latest information as recently researched by the water meter project(s) Project Manager, it appears as though there are no more than 125 meters left to install in the City. As such, the actual percentage would be substantially less than 2% Staff has repetitively indicated that the City

Proportionate value should be more reflective of completion of projects. This statement seems to have been accepted by a number of GSAs but at present, the collective understanding appears to be contradictory as seen in Attachments 1 and 2 which provides the current assumed Proportionate value as 2% based on the 2025 GSP Plan Amendment.

The program as now being considered does not look backward to mitigate wells that went dry prior to a certain time frame or perhaps completion of the DWMP itself. It is generally assumed that State programs have addressed those previously dry wells.

3) **Should all components of DWMP participation be based on proportionate value?**

There are two cost components currently envisioned in the DWMP. First is the actual cost of mitigating failed wells. At present, it appears this cost may have increased to $35,000 from $30,000 based on additional information from the County. It is reasonable to assume that the City participates in actual well cost based on proportionate value. Second is administrative/operating costs of the program. There is belief/support by a number of GSAs that this cost should be shared equally given the program is essentially State mandated. Staff agrees with this interpretation but is of the opinion that it should sunset at some point after the City's projects are fully complete. Attachment 1 provides the current distribution of costs based on 2% proportionate share.

The DWMP itself remains in draft form (Attachment 2). The form seen is anticipated to remain largely the same however some aspects are anticipated to be deleted or simplified in an effort to replace the part of the well that is directly affected by a lowed water table rather than failure due to other reasons. Staff has intentionally left redlines and comments to illustrate the extent of changes that can occur from one meeting to the next. The Memorandum of Agreement Establishing a Domestic Well Mitigation Program For the Madera Subbasin of the San Joaquin Valley Groundwater Basin included as an attachment to the DWMP (Agreement). The Agreement is between GSAs.

Based on this report, staff is asking Council to:

- Reaffirm Selection of Proportionate participation
- Consider the Proportionate value of 2% based on discussion herein and during the Council meeting and position as to how fast the value drops as projects are completed (i.e. 1 year, 5 years)
- Consider Workgroup's position that administrative/operating costs are shared equally by all GSAs subject the DWMP; not based on Proportionate value

<u>Separate GSA Discussion</u>

In the preceding week, the four GSAs associated with the joint GSP, City, County, MID, and MWD,

met to discuss paths forward if the other GSAs do, in fact, prepare their own DWMPs. At present, this discussion should be considered very preliminary in nature. Highlights include:

- All four GSAs agree that a separate DWMP appears to be required.
- With Root Creek expressing it's desire to create its own DWMP, their calculated 7% as seen in Attachment 1 may become the responsibility of the City, County, MID, and MWD.
- Some GSAs, including the City feel the calculated splits do not account for GSP projects completed in advance of that planned for in the joint GSP.
- Taken separately, it appears the other GSAs either support or, at the very least, due not object to a lesser Proportionate Share being assigned to the City.
- A proposal was presented that the DWMP only addresses the first year and that Attachment 1 only be used as guidance for a fixed amount being applied to each agency. Proposed/offered amounts were:
    - MID - $1,000,000
    - MWD - $200,000
    - City - $80,000
    - County - $5,000,000

  It is important to note that the County representative has expressed deep concerns over this method. The amount shown was suggested by another agency and not supported by the County per staff recollection.
- The Total Cost provided in Attachment 1 makes a number of assumptions regarding current backlog (estimated as 220) of possible well-owners seeking mitigation along with the possible number of future dry wells. Staff tends to believe the requests will not justify the Total Cost of $7,827,171 in FYE 2026 assumed nor for that matter the remaining years. This is tethered to the belief that not all well owners can immediately finance the cost of a new well even with the $35,000 mitigation amount included. It is also believed that the number of current dry well reports may have gone down recently though it is not known if this is an aberration that will continue.
- With regard to the $80,000 amount (approximately 1%), staff is cognizant of the number of backlogged wells which precedes the City's efforts to complete GSP projects.
- Under the current proposal, the fixed amount would need to be revisited within a year for FYE 2027.
- All GSA representatives agree that time is of the essence. It is our understanding that a program needs to be in place by the end of the year.

As stated, this meeting is preliminary and the first to address other GSA rejecting a unified approach for all seven GSAs. Staff will also be seeking input of this latest approach.

FINANCIAL IMPACT:

It is not anticipated there would be any immediate impacts to the General Fund so long as cost of mitigation is built into the Water Fund as part of the next rate study.

ALTERNATIVES:

Alternatives include:

- Not participate in DWMP – As stated in previous Council meeting, it was staff's belief that this would likely be in violation of the SGMA and may result in litigation with one or more GSAs. The current statement of one or two of the GSAs not to participate and a statement from DWR staff that they may be conceding to the use of multiple GSA DWMPs within the subbasin may test this supposition.

  A decision by the City to adopt its own DWMP comes with responsibility for managing a program and mitigating cost of all dry wells that occur in the City limits. Staff does not at present have a working theory on the cost of such a program beyond that presented in the April 16, 2025 Council update wherein it was noted that four dry wells occurred within the City limits during a 6 and ½ month time frame. At $35,000 per well combined with unknown managements costs of a single agency, the budgetary cost found in Attachment 1 would be easily exceeded. There may also be additional inherent risk that the program may last longer regardless of whether the City is balanced or not as lack of progress by other GSAs may affect the City's GSA.

ATTACHMENTS:

1. Draft Domestic Well Mitigation Program Cost Distribution
2. Draft Domestic Well Mitigation Program (DWMP)

Attachment 1

Draft Domestic Well Mitigation Program Cost Distribution

Madera Subbasin - Domestic Well Mitigation Program Cost Distribution

Written By: DE

Date: 25-Jul-25

DRAFT - SUBJECT TO REVISION

GSA[2]	Description	Proportionate Share[1]	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Madera County[3]	*Capital Costs*	69%	$ 4,909,771	$ 5,057,064	$ 5,208,776	$ 3,184,057	$ 3,279,579
	Admin/Operating Costs		$ 490,978	$ 505,707	$ 520,877	$ 318,406	$ 327,958
	Total Costs		$ 5,400,748	$ 5,562,771	$ 5,729,653	$ 3,502,463	$ 3,607,536
MID	*Capital Costs*	19%	$ 1,351,966	$ 1,392,525	$ 1,434,301	$ 876,769	$ 903,072
	Admin/Operating Costs		$ 135,197	$ 139,253	$ 143,430	$ 87,677	$ 90,307
	Total Costs		$ 1,487,163	$ 1,531,777	$ 1,577,731	$ 964,446	$ 993,380
MWD	*Capital Costs*	3%	$ 213,468	$ 219,872	$ 226,469	$ 138,437	$ 142,590
	Admin/Operating Costs		$ 21,347	$ 21,987	$ 22,647	$ 13,844	$ 14,259
	Total Costs		$ 234,815	$ 241,860	$ 249,115	$ 152,281	$ 156,849
City of Madera	*Capital Costs*	2%	$ 142,312	$ 146,582	$ 150,979	$ 92,292	$ 95,060
	Admin/Operating Costs		$ 14,231	$ 14,658	$ 15,098	$ 9,229	$ 9,506
	Total Costs		$ 156,543	$ 161,240	$ 166,077	$ 101,521	$ 104,566
Root Creek	*Capital Costs*	7%	$ 498,093	$ 513,035	$ 528,427	$ 323,020	$ 332,711
	Admin/Operating Costs		$ 49,809	$ 51,304	$ 52,843	$ 32,302	$ 33,271
	Total Costs		$ 547,902	$ 564,339	$ 581,269	$ 355,322	$ 365,982
New Stone	*Capital Costs*	0%	$ -	$ -	$ -	$ -	$ -
	Admin/Operating Costs		$ -	$ -	$ -	$ -	$ -
	Total Costs		$ -	$ -	$ -	$ -	$ -
Gravelly Ford	*Capital Costs*	0%	$ -	$ -	$ -	$ -	$ -
	Admin/Operating Costs		$ -	$ -	$ -	$ -	$ -
	Total Costs		$ -	$ -	$ -	$ -	$ -
	% Responsibility	100%					
	Total Capital Costs		$ 7,115,610	$ 7,329,078	$ 7,548,951	$ 4,614,575	$ 4,753,012
	Total Admin/Operating Costs		$ 711,562	$ 732,908	$ 754,895	$ 461,458	$ 475,301
	Total Costs		$ 7,827,171	$ 8,061,986	$ 8,303,845	$ 5,076,033	$ 5,228,314

Notes:

[1] *Proportionate share of overdraft is as determined from MCSim as part of 2025 Plan Amendment and Periodic Eval.*

[2] *MID, MWD, City of Madera, Root Creek, New Stone, and Gravelly Ford GSA costs have been scaled from the Madera County GSA costs shown in the Raftelis memo dated July 3, 2025.*

[3] *Madera County GSA costs differ slightly from that shown in the Raftelis memo dated July 3, 2025 as a function of the proportionate share used herein.*

Attachment 2

Draft Domestic Well Mitigation Program (DWMP)

DOMESTIC WELL MITIGATION PROGRAM PLAN
FOR THE MADERA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN

1. Program Introduction

This Plan (Plan) describes the rules and regulations for the Madera Subbasin (Subbasin) Domestic Well Mitigation Program (DWMP or Program). The purpose of the Program is to mitigate impacts experienced by domestic and State Small Water System water users whose wells have gone dry as a result of ~~, due to~~ groundwater levels dropping ~~as a result of~~from past or current extractions being addressed by Groundwater Sustainability Plan (GSP) Implementation in the Subbasin (in compliance with the Sustainable Groundwater Management Act [SGMA] of 2014 [amended in 2015]) . The Program includes ~~two (2) sequential and related~~options for various types of Domestic Well Mitigation Measures ~~mitigation~~ (as described further in Section 6 and Appendices A and B respectively).

- ~~Short Term Emergency Water Supply (STEWS) Mitigation Measures~~
- ~~Domestic Well Mitigation Measures~~

2. Background information

2.1 Subbasin Conditions and Background

- *This section will include general subbasin information excerpted from multiple GSPs, describing physical and governance conditions.*

2.2 Monitoring Network

- *This section will include a description of the monitoring network that will be relied on to provide advance consideration of potential groundwater elevation impacts and triggers to initiate ~~STEWS Mitigation Measures (see below) and~~ Domestic Well Mitigation Measures (see below)*

Commented [DC1]: We need to confirm there is either existing, sufficient descriptions in one or more GSP to address this, or we need to have DE (or others) prepare this text.

2.3 Program Area

The geographic area to be supported by the Program is the exact footprint of the Madera Subbasin of the San Joaquin Valley Basin (5-022.06 Madera), as defined by the California Department of Water Resources (DWR). (Figure 1)

3. Program Eligibility

This Program applies to well owners using groundwater for domestic health and safety supply purposes, through domestic wells and/or State Small Water System wells as of _____, 2025, the date the Program was mutually ratified by all participating Subbasin GSAs.

~~As an initial mitigation eligibility requirement, well owners must participate or agree to participate in a respective GSA's Well Registration Policy/Program~~.

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Owners of domestic wells and/or State Small Water System wells are eligible to file applications for mitigation under the Program however, relief is not guaranteed and is subject to review and approval/denial by the Program Manager (see Section 6 and Appendices A ~~and B~~) and further intervention as needed, by the Madera Subbasin Coordination Workgroup (Workgroup) (see Section 4). While not addressed in this Plan, short-term emergency water supply mitigation may be provided by the Participating GSAs on an as needed basis. Table 1 presents General Program Eligibility Requirements.

Commented [DC2]: We MAY need a new description/title of the subset of GSAs that will implement this Program. The Coordination Workgroup may not be applicable OR, ot may be applicable with appropriate new descriptors recognizing that the Program will be implemented by various partnerships, or subsets of the Subbasin GSAs

Commented [DC3]: Need to discuss if this is a sufficient initial reference to the intent to provide short term emergency support.

Table 1 – General Program Eligibility Requirements

Category	Eligible	Not Eligible
Type of Wells	Domestic State Small Water System	Agricultural Combination agricultural-domestic Commercial Industrial Livestock Municipal (except State Small Water System) Monitoring Wells
Cause of Well Failure	Declining regional groundwater levels due to groundwater pumping	Plugged well screen ~~Collapsed well casing~~ Pump or electrical failures Tree roots/ foreign objects in well Biofouling / biofilm Sedimentation in well ~~Water quality problems~~ Well construction defects Water level decline caused by other on-site wells Any other reason not related to groundwater level declines
Well Permit	Legally permitted wells	Unpermitted wells constructed in the previous ten years (i.e. clear evidence of no well permit)
Landownership	Landowner	Renter or lessee Bank-owned homes
Other	Wells that are part of a trust or living trust	Private wells used for business or commercial purposes New home construction New water system construction New wells not constructed to Well Mitigation Program standards ~~Properties verified to be causing groundwater overdraft~~

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4. Program Governance

4.1 Parties

Parties to the Program (Participating GSAs) are all GSAs signatory to the document titled "Madera Subbasin Domestic Well Mitigation Program Memorandum of Agreement" (Agreement), mutually ratified on _____, 2025 (See Appendix C).

4.2 Program Oversight and Management

Oversight: The ~~Madera Subbasin Coordination~~ Workgroup ~~(Workgroup)~~, as described in the Madera Subbasin Coordination Agreement (Coordination Agreement)(ratified on January 22, 2020, and amended/recertified on March 27, 2025) will oversee the Program and will provide direction to a Program Manager (Program Manager) contracted by the Program (see below).

~~Composition, m~~Meeting frequency and decision making ~~of the Workgroup~~about the Program ~~will be as is~~are defined below. ~~in the Coordination Agreement.~~ The Workgroup will receive updates from the Program Manager (see below). The Participating GSAs ~~and~~ will provide guidance and binding direction (as warranted and publicly noticed) for Program implementation. Program meetings will include at least one technical staff representative from each of the P~~p~~articipating GSAs (as warranted).

Management: A Program Manager will be selected and contracted by the ~~Workgroup~~Participating GSAs, and compensated through the Program funding structure (as described in the Agreement). The Program Manager will manage all Program implementation steps and responsibilities described in this Plan. As part of the contract between the P~~p~~articipating GSAs and the Program Manager, the Program Manager will be vested with application review (see Appendices A and B) and approval authority by the ~~Workgroup~~ Participating GSAs unless mitigating factors emerge on an application, such that the Program Manager seeks guidance and intervention by the ~~Workgroup~~Participating GSAs.

Governance: ~~Beyond what is addressed above, G~~governance of the Program will provided by the Participating GSAs signatory to the Agreement. Dispute resolution (as needed) will be guided by stipulations in the Coordination Agreement. Any input provided by a GSA signatory to the Coordination Agreement that is not also a signatory to the Agreement will be treated as public input. ~~.~~

Commented [DC4]: Need to discuss if this is realistic and appropriate and if not, confirm exactly how Participating GSA representation will be defined for Program discussions.

5. Public Outreach Commitments and Requirements

Initial stakeholder outreach was conducted during the development of the Program. The Program and Plan were discussed in public meetings of the ~~various~~ Participating GSAs, and at a public meeting of the Workgroup. A draft of the Plan was posted to the P~~p~~articipating GSAs' websites. The public was able to submit written comments on the Program and Plan through the ~~respective~~ Participating GSA websites and the public meetings. ~~and~~ The ~~Workgroup~~ Participating GSAs considered that input in the development of this final Plan. The Plan is posted on the websites of each P~~p~~articipating GSA.

Commented [DC5]: Need to confirm this will be feasible on the respective GSAs website platforms and if not, whether we will delete this and defer to other input methods

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Discussion of Program status and implementation will be placed on the Workgroup's meeting agendas as needed. The Annual Meeting of the Workgroup (as described in the Coordination Agreement) will include a review of the prior year's Program outcomes, and public education about the Program.

The Program will be placed as a standing item on the agendas of each regularly scheduled (i.e. not Special Meetings) ~~Subbasin~~ Participating GSAs' meeting. ~~While discussion about the Program may not occur in any given GSA meeting, providing the opportunity as a standing item will minimize confusion as to when the Program can/will be discussed.~~

Program information will be included at least once a year in other outreach communications prepared and sent by each P~~p~~articipating GSA to their respective constituencies.

Program information will be available on a standalone webpage located on the websites of each P~~p~~articipating GSA. This information will include but not be limited to.

- The Agreement
- The Plan
- Instructions for hardcopy and electronic filing of applications for ~~STEWS Mitigation Measures and~~ Domestic Well Mitigation Measures (See Appendices A and B)
- Annual status and progress reports by the Program Manager

6. Mitigation Process

As described in the Introduction, the Program includes Domestic Well Mitigation Measures ~~2 sequential and related types of mitigation:~~

- ~~STEWS Mitigation Measures, and~~
- ~~Domestic Well Mitigation Measures,~~

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The following provides a brief description of these Measures. ~~Appendix A presents decision criteria and guidance for implementation of STEWS.~~ Appendix A~~B~~ presents Program procedures and checklists that guide the review, approval, selection and implementation of mitigation measures for domestic wells and State Small Water System wells.

~~STEWS Mitigation Measures: STEWS consists of delivery of bottled water and/or water tanks (at the Project Manager's discretion). STEWS Measures are to be employed once one or more dewatered wells associated with declining groundwater levels is initially determined and while permanent measures are being investigated and/or implemented (See Appendix A).~~

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Domestic Well Mitigation Measures: Domestic well mitigation will be determined through steps described in Appendix B as managed by the Program Manager and overseen by the Workgroup

7. Acquisition of Abandoned Wells for Monitoring Purposes

In the event a new well is installed as mitigation for a failed well (see Appendix B), the respective GSA in which the well is located, may choose to convert the abandoned well into a monitoring well. Such provision(s) may be included in the Mitigation and Indemnification Agreement (MI Agreement) and agreed to by the GSA Board and the applicant. The MI Agreement shall grant access by the respective GSA to the monitoring well for data gathering and compliance activities, and ownership of the abandoned and converted monitoring well will revert to the GSA. Terms and conditions for access to the monitoring well may be negotiated between the GSA and the well's former owner.

8. Environmental Review

The participating GSAs agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as set-forth in the Agreement and as determined through implementation of the Mitigation Review process described in Section 6.

8. Definitions (TBD)

Applicant
Coordination Workgroup
Domestic Well
Landowner
Participating Groundwater Sustainability Agency
Program Manager
State Small Water System Well
Water User
Well Owner

9. Exhibits

- Madera Subbasin Map
- Agreement
- Participating GSAs
- Well Registration Requirements
- Standard Mitigation Application
- Mitigation and Indemnification (MI) Agreement

Commented [DC6]: Need to discuss and refine the meaning/use of landowner, well owner, and applicant

Commented [DC7]: Need to decide if we will keep these as exhibits to the plan or just have them available online eventually so as to not require any future modifications to the plan is said documents need revisions.

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APPENDIX A
Madera Subbasin
Domestic Well Mitigation Measures

Well mitigation for individual domestic wells and/or State Small Water System wells will be determined and potentially provided through steps described below.

A. Mitigation Eligibility: Table 1 of the Plan presents General Progra Eligibility requirements.

B. Mitigation Application Process: The following steps will be followed to apply for the Program.

1. A well owner must submit a mitigation application online (URL TBD), or by hard copy turned in to the (Program Office Address TBD).

2. The application must be accompanied with the mandatory fee* of no more than $XX (as set at the start of the Program).

3. The starting fee as of XX, 2025 fee will be subject to a maximum 3% increase annually as determined by the Workgroup, to pay for the processing and evaluation of any application. The application fee may be reimbursed or applied to any costs that may be deemed the responsibility of the well-owner.

4. The Program Manager will conduct a preliminary completeness review of the application within ten (10) business days of receipt by the Program. The applicant will be notified within the 10-day review period if the application is complete or if there is any further information needed to evaluate the application

5. If deemed necessary, the Program Manager may request of the applicant, a professional well assessment report that may include but may not be limited to:

    - Age of the well,
    - Well construction information (including pump depth, screening intervals, and pipe type [material]) and thickness,
    - Well maintenance information,
    - Indication of past well performance and any recent performance changes,
    - Any recent changes in well use or related land use, and
    - Other additional information as necessary to determine if the failure is caused by declining water levels and/or GSA groundwater management actions.

C. Preliminary Technical Review: The following steps will be taken following determination of a complete application.

Commented [DC8]: Retain?

Commented [DC9]: Retain?

Commented [DC10]: Retain?

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1. The Program Manager (or third-party contractor) will conduct a preliminary, bench-scale technical review of the applied for well which may consist of some or all of the following.

    - A review of well construction information,
    - A review of well and pump maintenance records,
    - A review of historic water level data for nearby representative monitoring network wells*,
    - A review of nearby known production well information,
    - A review of nearby land use and any recent land use changes, and
    - An analysis of nearby conjunctive use activity (if known).

    *If the nearest representative monitoring network well does not represent the applicant's well and land use, the Program Manager may review supplemental data from DWR and local agencies to support preliminary review analysis.

2. If, after completion of the preliminary review, the Program Manager determines a well may be eligible for mitigation, the Program Manager will authorize a field inspection.

D. Field Inspection: The following steps will be taken following completion of the bench-scale preliminary technical review.

1. The applicant must complete and submit the Program release form (online URL or physical address) confirming their agreement to a field inspection and allowing Program staff and or contractors on their property.

2. On receipt of the release and agreement from the applicant, the Program will initiate The field inspection which may include but may not be limited to:

    - Removing a pump to measure intake depth, well bottom, and static water level,
    - Conducting a video log,
    - Modifying the wellhead to measure static and pumping level,
    - Investigating the site for consolidation feasibility, and/or
    - Investigating nearby land and water use.

    The field inspection may show the well as ineligible for mitigation. Such criteria indicating ineligibility may include but may not be limited to:

    - Pump failure,
    - Clogged screens,
    - Well pipe and/or casing failure or collapse which are unrelated to lowering groundwater levels or other potential GSA actions,
    - Other maintenance-related well or pump issues which are unrelated to lowering of groundwater levels or other potential GSA actions, or

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- Normal wear and tear based on the age of the well.

3. If the well is ineligible for mitigation, the well owner shall reimburse the Program for reasonable field investigation expenses over and above the application fee amount.

Commented [DC11]: Retain?

E. Mitigation Determination, Dispute Resolution, and Implementation: The following mitigation steps will be taken following completion of the field inspection and determination that well mitigation is an appropriate course of action.

1. The Program Manager will work with the well owner/landowner on a solution appropriate for the site. Such mitigation measures may include but may not be limited to the following:

   - Lowering the well pump or otherwise modifying pump equipment,
   - Installing a new well,
   - Assisting the well owner/landowner with facilitating a connection to an existing municipal or community water system or other water supply if feasible, or
   - Other appropriate mitigation as may be agreed to by various Parties.

2. If the applicant disagrees with the proposed mitigation measure(s), they may request an appeal by a technically qualified third-party mutually agreed to by the Workgroup and applicant.

   - The third party consultant will provide a review of the data compiled in the steps above will further provide an independent recommendation of a mitigation measure.
   - The applicant and Program must agree beforehand that the third-party determination ill be binding and is not subject to further appeal and recommend a mutually agreeable mitigation measure(s).
   - If the third-party concludes and recommends that the original mitigation measure(s) proposed by the Program Manager is singularly appropriate, or appropriate as part of a range of options, the applicant will reimburse the Program for the total cost of said third-party services.

Commented [DC12]: Retain?

3. Based on all applied steps above, the Program Manager will approve the application if deemed appropriate. No well mitigation (other than provision of STEWS) will begin until such time as the Program Manager has affirmed in writing, that mitigation implementation can start.

4. In advance of implementation starting, the applicant must submit the Program Mitigation and Indemnification (MI) Agreement (online URL or physical address). The MI Agreement may stipulate one or more of the following:

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- The mitigation measure is a complete mitigation solution for the property and the Program is not liable for further mitigations.
- Use of an abandoned well for monitoring purposes.
- Minimum criteria in addition to State and County requirements for new wells as they apply to Program review and opinion, granted under Executive Order (EO) N-3-24.
    - Criteria may include well construction materials, minimum depth beyond January 2015 (the enactment date SGMA) of seasonal low groundwater level measurements, and/or screening interval levels, among other potential criteria.

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APPENDIX C
MEMORANDUM OF AGREEMENT
ESTABLISHING A DOMESTIC WELL MITIGATION PROGRAM
FOR THE MADERA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN

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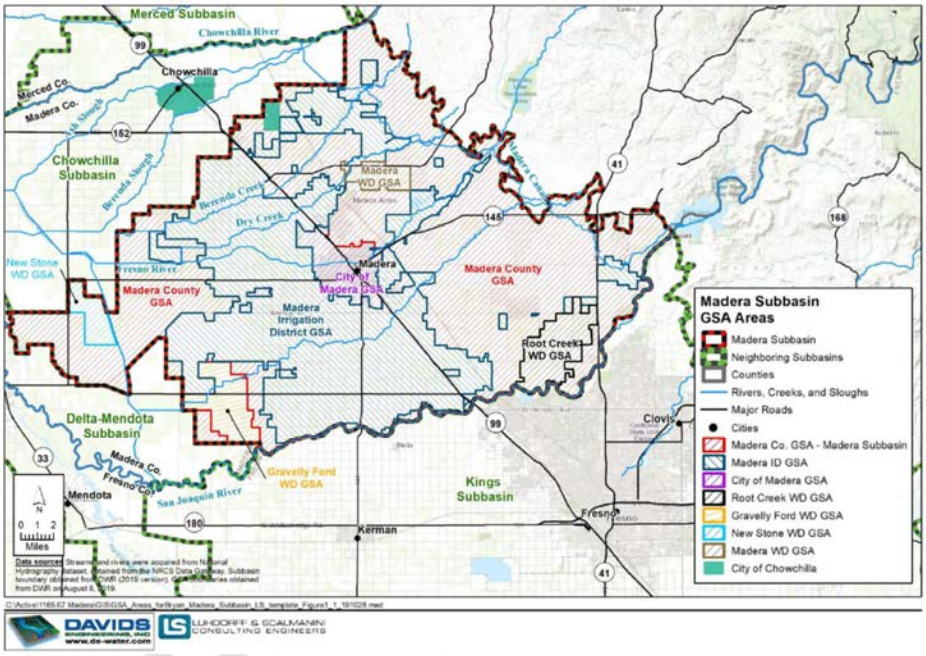
FIGURE 1
MADERA SUBBASIN



MEMORANDUM OF AGREEMENT
ESTABLISHING A DOMESTIC WELL MITIGATION PROGRAM
FOR THE MADERA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN

This Memorandum of Agreement ("Agreement") is entered into _____ day of 2025 (the "Effective Date"), by and between the Groundwater Sustainability Agencies of the COUNTY OF MADERA ("COUNTY"), the CITY OF MADERA ("CITY"), the MADERA IRRIGATION DISTRICT ("MID"), the MADERA WATER DISTRICT ("MWD"), and the GRAVELLY FORD WATER DISTRICT ("GFWD"), collectively hereinafter referred to as the "Parties," or individually as the "Party".

This Agreement is executed with the express purpose of confirming the stipulations of, and agreements to, implement the Madera Subbasin Domestic Well Mitigation Program (Program) as described further below, and in detail in the Program Plan (Appendix A).

RECITALS

WHEREAS, groundwater and surface water resources within the Madera Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.06)(Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and

WHEREAS, agriculture has been prominent in making Madera County one of the world's foremost agricultural areas and plays a major role in the economy of Madera County; and

WHEREAS, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and

WHEREAS, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and

WHEREAS, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and

WHEREAS, there are seven GSAs within the Subbasin as set-forth in Exhibit A (pending); and

WHEREAS, County, City, MID, and MWD have developed one GSP; Root Creek Water District has developed one GSP; GFWD has developed one GSP; and New Stone Water District has

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developed one GSP, such that the Subbasin is governed by four separate GSPs unified through the Subbasin Coordination Agreement (updated and executed March 27, 2025) ; and

WHEREAS, in January 2020, the Parties submitted four GSPs to DWR; and

WHEREAS, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and

WHEREAS, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic and State Small Water System wells in the Subbasin; and

WHEREAS, the Parties acknowledge that the number of domestic wells and State Small Water System wells dewatered during implementation of the GSP (prior to 2040) is heavily dependent on precipitation and snowpack during that time period; and

WHEREAS, the Parties acknowledge that wet conditions may result in few dewatered wells; and

WHEREAS, the Parties acknowledge that substantial numbers of domestic and municipal wells may be dewatered if prolonged drought occurs during implementation of the GSP, while project and management actions are still being developed and implemented; and

WHEREAS, the Parties acknowledge that they cannot control groundwater conditions not caused by regional groundwater conditions; and

WHEREAS, the Parties do not intend to resolve or otherwise mitigate for issues related to normal wear and tear; and

WHEREAS, the Parties as part of their future analysis agree to review potential impacts to both domestic and municipal wells in the Subbasin; and

WHEREAS, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, “Framework for a Drinking Water Well Impact Mitigation Program.”

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to review and consider mitigation for domestic and State Small Water System well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the four GSPs through development of a Domestic Well Mitigation Program (Program) as follows:

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A. Program Description

- *A brief description of the intended Program, and Program purpose (including but not limited to geographic location, signatories, etc.) as abbreviated from a similar description that will be provided in the Plan*

The Program employs two methods of mitigation:

Short Term Emergency Water Supply Mitigation Measures: STEWS consists of delivery of bottled water and/or water tanks. Measures are to be employed once one or more dewatered wells associated with declining groundwater levels is initially determined.

Domestic Well Mitigation Measures: Domestic well mitigation will be determined through steps described in the Plan and may include but may not be limited to:

- Lowering a well pump or otherwise modifying pump equipment,
- Installing a new well,
- Assisting a well owner/landowner with facilitating a connection to an existing municipal or community water system or other water supply if feasible, or
- Other appropriate mitigation as may be agreed to by various Parties.

B. Proportionate Responsibility

Proportionate responsibility for financial contributions to the Program by participating GSAs will be defined on a five (5)-year time period, consistent with hydrogeologic circumstances and the proportionate sustainability conditions ascribed to each GSA as described in the Periodic Evaluation for the Subbasin (as required in the Sustainable Groundwater Management Act (SGMA).

As associated with the ratification date of this Agreement, the 2025 Madera Subbasin Periodic Evaluation will be used as the initial information resource to determine the proportionate responsibility of each participating GSA through 2030. Subsequent proportionate responsibility will be determined on an every 5-year basis consistent with future Periodic Evaluations.

Proportionate Adjustments: Recognizing that groundwater conditions may change within each 5-year period as a result of implementation of Projects and Management Actions defined in respective GSPs (see Section X), additional Pre-Mitigation Actions employed by a GSA, and/or as a result of climate conditions that may occur beyond the control of the participating GSAs, proportional responsibility may be the subject of periodic revision on a frequency shorter than the 5-year timeline. Such iterative evaluation and potential reconsideration will be at the discretion of the participating GSAs, using decision-making methods defined in the Coordination Agreement.

Regarding Pre-Mitigation Actions, any participating GSA may determine and implement actions for a given location at which the GSA believes such actions will be successful to mitigate the risk of future domestic well dewatering. Such investments are at the sole discretion and individual funding of a given GSA and the Workgroup may decide to account for such Pre-Mitigation with further adjustments to the proportionate responsibility of the respective, implementing GSA. However, should Pre-Mitigation Actions prove to be unsuccessful to prohibit the dewatering of domestic wells, the implementing GSA will incur all future mitigation cost should they occur. No subsequent mitigation costs for wells located in the area address by the Pre-Mitigation Actions will be ascribed to the other participating GSAs.

C. In-Kind Services and Contributions
    - *Consistent with Section C above, this will be a statement of how in-kind services will be provided by respective GSAs.*

D. Funding
    - *A statement of GSA commitment to contribute funds (including a likely reference to an exhibit describing the specific starting amount and duration of a multi-GSA funding structure, including but not limited to: fixed administrative costs, and a potential ramp-down of funding commitments as the Plan/Program is implemented and the GSAs achieve and maintain sustainable conditions in the Subbasin). Funds are expected to be collected from each participating GSA on a TBD date each fiscal or calendar year, and consistent with the proportionate responsibility / water budget methodology described in Article C.*

E. Failure to Pay
    - *A statement describing penalties and restrictions to be imposed on any GSA that does not fulfill its annual proportionate funding obligation*.

F. Account Management
    - *A statement describing the manner in which the annual cumulative funding will be managed including the managed account format said funds will be in and the responsible party to oversee said account*

G. Budget Development and Review
    - *A statement describing an annual process through which prior year funding will be assessed on a metrics-based approach, and how current year funding will be allocated based on anticipated subbasin needs.*

H. Program Management

As also described in the Plan, oversight of the Program will be provided by tThe Madera Subbasin Coordination Workgroup (Workgroup), as described in the Coordination Agreement. The Workgroup will provide direction to a Program Manager (Program Manager) contracted by the Program (see below). The Program Manager will be selected and contracted by the Workgroup, and compensated through the Program funding structure (as described in this Agreement). The Program Manager will manage all Program implementation steps and responsibilities described in this Plan. As part of

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the contract between the participating GSAs and the Program Manager, the Program Manager will be vested with mitigation measures application review (see the Program Plan) and approval authority by the Workgroup unless mitigating factors emerge on an application, such that the Program Manager seeks guidance and intervention by the Workgroup.

I. Term of Agreement
    - *A statement describing the duration of the Agreement, anticipated to be a start date defined as the date of the mutual execution by all participating GSAs, and extending through the implementation period of all GSPs or until such time as groundwater sustainability is achieved and maintained for a TBD period of time.*

J. Amendment Procedures
    - *A statement describing how the Agreement can be amended, likely to be referenced to procedures documented in the current Subbasin Coordination Agreement*

K. Dispute Resolution Procedures

    Resolution of any disputes will be conducted as defined in the Coordination Agreement.

L. Contact information
    - *Formal point of contact for each GSA including address, phone, email, and website URL*

M. Signatory Pages
    - *Page(s) for signatures by persons representing each GSA as the authorized party to obligate their respective GSA to this Agreement.*

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REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: E-2

SUBJECT:

Appointments to the Golf Course Advisory Committee

RECOMMENDATION:

1. Consider the Recommendations for Appointments to the Golf Course Advisory Committee for the Service Organization Representative, Golfer/At-large Community Member, and the Non-Golfer/At-large Community Member
2. Adopt a Resolution Naming and Approving the Appointments to the Golf Course Advisory Committee for the Service Organization Representative, Golfer/At-large Community Member, and the Non-Golfer/At-large Community Member

SUMMARY:

The Golf Course Advisory Committee (GCAC) was established by the City Council on September 6, 2023, with the formal appointment of its members. The GCAC serves in an advisory role for the City on issues related to the Madera Municipal Golf Course. The committee is taking a proactive approach by focusing on prioritizing maintenance and implementing improvement initiatives.

The GCAC is made up of seven members, each representing a distinct role and serving varying terms of appointment.

Currently, the terms for the Service Organization Representative, Golfer/At-Large Community Member, and Non-Golfer/At-Large Community Member have expired. Therefore, City staff is seeking a resolution to approve new appointments for these specific roles. This will ensure a smooth transition to new members and help prevent vacancies within the GCAC.

DISCUSSION:

During the June 21, 2023, City Council meeting, staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. The Ninth Amendment extended the term of the lease agreement and made various economic modifications. One of the new terms included the formation of a Golf Course Advisory Committee (GCAC). The GCAC was to be comprised of a seven-member body with one member from City Council. Council provided guidance to staff on the final Committee composition as follows:

1. One City Council Member
2. Parks Director
3. SGM Representative
4. Service Organization Representative
5. Golfer/At-large Community Member
6. Food and Beverage Director/Representative
7. Non-Golfer/At-large Community Member

The final Committee appointments are to be mutually agreed upon by both parties; City Council and SGM Inc.

During the August 16, 2023, regular meeting of Council, staff sought direction to fill the Service Organization Representative, Non-Golfer/At-Large Community Member, and Golfer/At-Large Community Member. Council approved the following actions during this meeting:

- Appointment of Karla Gran (Madera Evening Lions Club) to the Service Organization Representative
- Appointment of Chito Romero to the Golfer/At-Large Community Member
- Appointment of Edward McIntyre to the Non-Golfer/At-Large Community Member
- Term of appointment of two years for these three positions
- The Madera Evening Lions Club and the Morning Rotary Club currently meet regularly at the golf course, with the first two-year appointment for the Service Organization Representative to be from the Madera Evening Lions Club.
- Should additional service organization(s) regularly meet at the golf course, the service organization(s) would be added to the rotational schedule for the Service Organization Representative.

Ultimately, the GCAC was composed of the members as listed in Table 1. The GCAC has held regular monthly meetings since its creation, convening on the third Monday of each month, and typically meets at the Madera Municipal Golf Course.

Table 1: *Committee Members*		
Committee Member	Representing	Term of Appointment
1. Jose Rodriguez	City Council	Council Term
2. Joseph Hebert	Parks Director	Continual
3. Dan Bacci	SGM Representative	Continual
4. Karla Gran	Service Organization Representative	Two-years
5. Chito Romer	Golfer/At-Large Community Member	Two-years
6. Lisa Gill	Food and Beverage Director/Rep.	Continual
7. Edward McIntyre	Non-Golfer/At-Large Community Member	Two-years

There are three positions that have reached their term of appointment, with their term ending in August 2025. These are the following:

- Service Organization Representative, currently held by Karla Gran
- Non-Golfer/At-Large Community Member, currently held by Edward McIntyre
- Golfer/At-Large Community Member, currently held by Chito Romero

On July 21, 2025, staff sought direction on the appointments of these positions and/or nominations so as to ensure these positions are not left vacant for an extended period of time. During the meeting, Council provided direction as follows:

- Councilmember Jose Rodriguez proposed continuity for the Golfer/At-large Community Member and Non-Golfer/At-large Community members, being offered another term since no written procedures prohibit this option. The recommendation was made to reach out to the members to determine their interest in serving for another term.

- Mayor Cece Gallegos proposed Andy Medellin for the Non-Golfer/At-large Community Member. Mr. Medellin has expressed an interest in joining the committee.

- Mayor Cece Gallegos also has reached out to the Morning Rotary Club and is nominating Dan Riley. This upcoming term is assigned to the Morning Rotary Club, being that the Madera Evening Lions Club fulfilled the first term assignment with the appointment of Karla Gran.

In response to the recommendations made by the Council, staff reached out to the current committee members in the Golfer/At-large Community Member and Non-Golfer/At-large Community roles to determine their interest in serving another term. Staff sent individual email notifications to both Mr. Romero and Mr. McIntyre requesting confirmation of their interest in continuing for another term. Only Mr. Romero responded with interest in a second term. As of the writing of this report, Mr. McIntyre has not responded to the email sent by staff, nor was he present during the July 21, 2025, Golf Course Advisory Committee Meeting.

Based on the feedback from Council, and responses/nonresponses from members whose terms are up, the following is a synopsis of potential recommendations:

1. Andy Medellin for the Non-Golfer/At-large Community Member. The term would commence in September 2025 and go through August 2027.

2. Dan Riley for the Service Organization Representative. The term would commence in September 2025 and go through August 2027. Additionally, to be noted, is that the service organization being represented is the Morning Rotary Club, an active service club that meets regularly at the Madera Municipal Golf Course.

3. Chito Romero for the Golfer/At-Large Community Member. The term would commence in September 2025 and go through August 2027. This would be Mr. Romero's second consecutive term, there being no current written procedures that prohibit this practice.

FINANCIAL IMPACT:

There is no anticipated financial impact associated with the presentation of this report, and Golf Course Advisory Committee members will not be compensated.

ALTERNATIVES:

Should nominations not be accepted and recommended for any one of these positions, the position(s) would be left vacant for the GCAC September 15, 2025, meeting, and thereafter until a formal appointment is made.

Council may also direct staff to seek additional applicants to serve on the Golf Course Advisory Committee.

ATTACHMENTS:

1. Resolution Naming and Approving the Appointments to the Golf Course Advisory Committee for the Service Organization Representative, Golfer/At-large Community Member, and the Non-Golfer/At-large Community Member

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA NAMING AND APPROVING THE APPOINTMENTS TO THE GOLF COURSE ADVISORY COMMITTEE FOR THE SERVICE ORGANIZATION REPRESENTATIVE, GOLFER/AT-LARGE COMMUNITY MEMBER, AND THE NON-GOLFER/AT-LARGE COMMUNITY MEMBER

WHEREAS, the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management and the City was approved on June 21, 2023; and

WHEREAS, one of the new terms included the formation of a Golf Course Advisory Committee (Committee); and

WHEREAS, the Committee is to be a seven-member body; and

WHEREAS, three positions in the Committee have reached their two-year term ending August 2025; and

WHEREAS, this includes the Non-Golfer/At-large Community Member; and

WHEREAS, the Service Organization Representative; and

WHEREAS, the Golfer/At-Large Community Member.

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

1. The above recitals are true and correct.
2. The City Council appointments of the following to fulfill the upcoming vacancies as follows, for a term ending August 2027, unless otherwise indicated:

   Non-Golfer/At-large Community Member: _____
   Service Organization Representative: _____
   Golfer/At-Large Community Member: _____
3. This Resolution is effective immediately upon adoption.

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REPORT TO CITY COUNCIL

Approved by:

Cole Scroggins, Facilities Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: E-3

SUBJECT:

City Streetlighting update

RECOMMENDATION:

This report is submitted for informational purposes only. No action is requested from the City Council at this time.

SUMMARY:

This report is provided at the request of the City Council. More specifically, the Council requested a workshop on the City's streetlight program. While no formal action is being requested, the Council may provide staff with direction regarding streetlight operations, maintenance, or future improvements.

BACKGROUND:

The City currently has a total of 4,436 streetlights, which include standard metal pole streetlights, decorative post-top lights, and solar-powered units. Of these, Pacific Gas and Electric (PG&E) owns and maintains 892 under a Light Service (LS) 1 schedule. Under this schedule, the City pays PG&E a flat monthly rate to cover the cost of lighting. In the last fiscal year, these 892 cost the City approximately $86,000. The remaining lights are owned and maintained by the City, with costs based on a combination of PG&E's LS2 and LS3 schedules. LS2 lights are billed at a flat rate, while LS3 lights are metered. The total electricity cost for these lights in the last fiscal year was approximately $340,000.

Of these 4,436 streetlights, 192 are solar-powered streetlights. Of these 192, 150 were installed several years ago as part of the ENGIE energy efficiency project, and the City's former Redevelopment Agency installed the remaining 42. All non-PG&E lights are maintained by the City's Electrical & Facilities Division.

Beginning in approximately 2012, the City started to require that new streetlights be LED; however, the City is responsible for upgrading existing, less efficient high-pressure sodium (HPS) fixtures to LED. Over the past several years, staff has been making these conversions. The LED conversion, which is ongoing, has resulted in improved illumination and reduced maintenance needs compared to the original fixtures.

City staff conducts a citywide nighttime survey twice per year, generally coinciding with daylight saving time changes. In addition, outages are reported regularly by community members and the Police Department. At any given time, it is estimated that 40–65 lights are out of service, or less than 1 percent of streetlights. On average, staff repairs approximately 12 lights per week. Repairs include addressing:

- Wire theft
- Replacing failed fixtures
- repairing malfunctioning photocells, which control the automatic on/off operation.

Absent inclement damage or vehicle accidents (which can require pole replacement), many repairs are completed within two weeks.

Size and wattage

The size and wattage of City streetlights are determined by City Standard ST-20 (or equivalent, as specifications vary slightly by manufacturer and lens shape; see attached). This standard establishes installation requirements, wattage, mounting height, and spacing.

Table 1: *Streetlight wattage per roadway designation*

Street typology	Wattage	Pole Spacing (feet)
Residential areas	67	180-220
Mid or collector streets:	84	180-220
Major Road	163	180-220
Signal intersections	99	180-220

Challenges

One of the primary challenges in recent years has been an increase in dim lighting. While LED fixtures are rated to last 1000s of hours, the internal drivers, which convert power for the light, have a shorter lifespan of 7-9 years before degrading. This can result in fixtures that appear functional but produce reduced light output, requiring replacement. This issue is common and can cause community frustration.

Currently, staff has been unable to identify manufacturers that produce replacement drivers compatible with the affected fixtures, meaning the entire unit must be replaced when the driver fails. The number of replacements varies annually depending on fixture brand, wattage output, and age.

Since Fiscal Year 2023/24, staff has replaced approximately 150 lights per year due to driver failure.

In terms of the solar street lights, the ENGIE streetlights are covered under warranty thus staff's role has been to contact their warranty department. For the original 42 solar streetlights, City staff is responsible for all the maintenance, including battery replacement, typically every 6 years or as needed. The cost today for the batteries is approximately $1,000 per pole at a replacement schedule of 5 poles per year.

FINANCIAL IMPACT:

Annual maintenance costs for the City's streetlight system are approximately $40k per fiscal year. This covers the purchase of replacement parts and materials, including:

- Replacement fixtures (LEDs)
- Photocells
- Fuses
- Electrical wiring
- Other related hardware and consumables

This funding also supports general maintenance labor associated with routine repairs, fixture replacements, and field troubleshooting, but does not include:

- Electrical bills
- Staff labor costs (wages and benefits)
- The use, maintenance, or depreciation of equipment such as the boom truck
- Operational expenses such as vehicle fuel, traffic control equipment, or safety gear

In practice, the actual cost of maintaining the City's streetlight system, when factoring staff time, equipment use, and operational support, is significantly higher than the budgeted $40k.

Furthermore, the current maintenance budget is designed primarily to sustain the system in its present condition. Additional funding would allow for:

- Accelerating the conversion of remaining HPS fixtures to LED, reducing long-term energy and maintenance costs.
- Replacing more aging or dimming LED fixtures affected by driver failure.
- Expanding preventative maintenance efforts to extend fixture life and reduce outage rates.

For context, replacing a single standard LED streetlight fixture (including labor and equipment use) can range from $350 to $500, depending on fixture type and mounting conditions. At the current funding level, staff attempt to address the most urgent repairs and a modest number of upgrades each year.

ALTERNATIVES:

There are no alternatives as this is a workshop.

ATTACHMENTS:

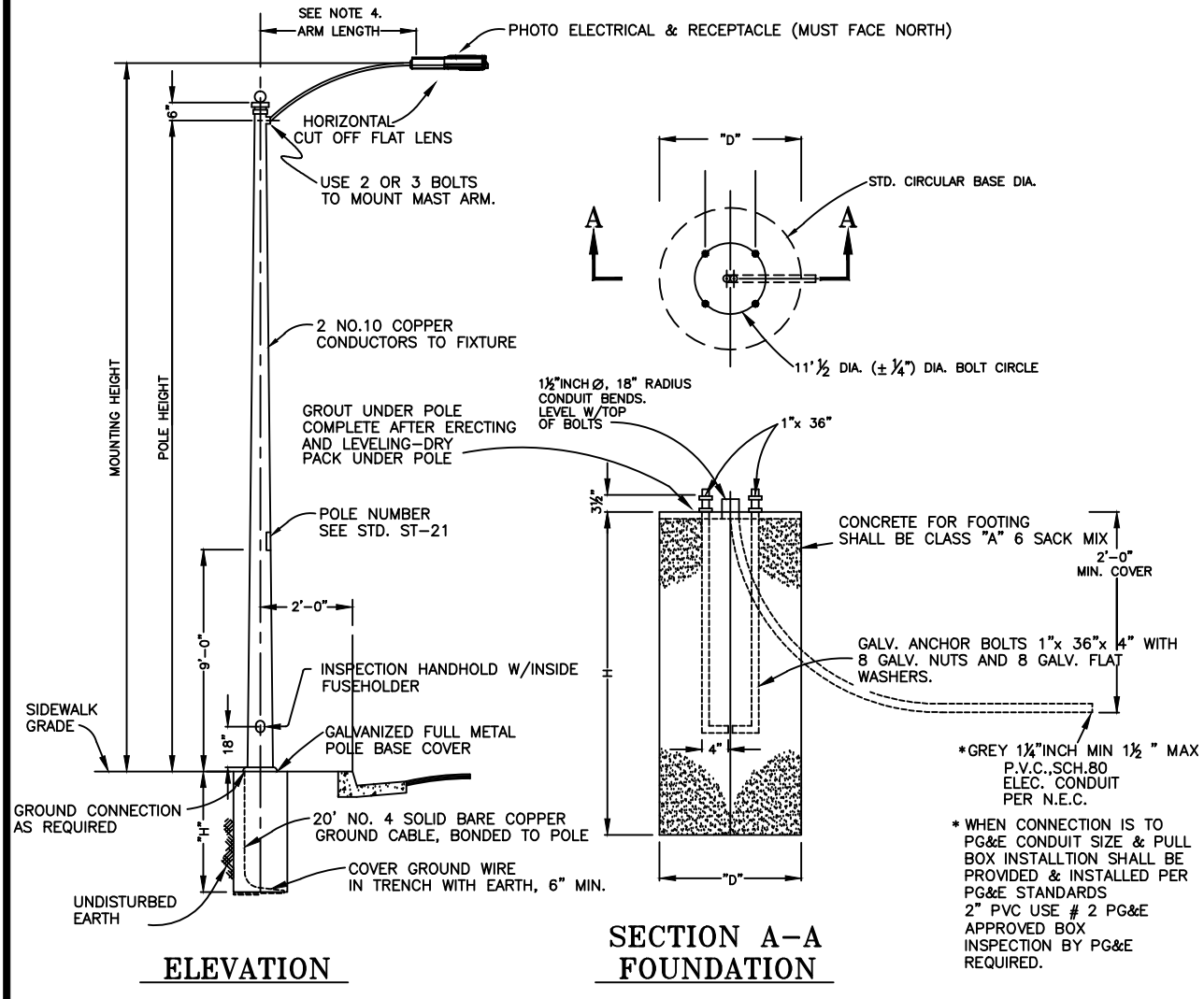
1. Exhibit 1: City of Madera LED Street Light Installation standard, ST-20

Exhibit 1: City of Madera LED Street Light Installation standard, ST-20

NOTES:

1. Lights installed at the intersection of two streets shall be the size specified for the widest right of way of the two streets. The fixture shall be directed perpendicular to the widest street for the best coverage on a four way intersection.
2. A street light shall be located at the top of all "T" intersections
3. No trees shall be planted within 30' of street lights
4. 12' Mast arm shall be used where pole is located behind a contigous sidewalk. Pole centerline shall be located 18 inches from back of said sidewalk. Arm shall be Valmont model type DS32 for all arms.
5. Photo Cell must be oriented to the north.
6. See ST–21 through ST–24 for additional specifications.
7. A wattage label must be intsalled with each new light.
8. See ST–22 for LockJaw Lid requirements.

STREET CLASSIFICATION	GALVANIZED STEEL POLE HEIGHT*	ARM LENGTH	FIXTURES			LED TYPE II MODEL NUMBER *	MOUNTING HEIGHT	POLE SPACING (FEET)	BASE DIMENSION	
			VOLTS	LED	WATTS				D	H
RESIDENTIAL (THROUGH)	26'–6"	8/12	120	40	67	STR–LWY–2M–HT–04–D–UL–SV–525–R–UTL	28'–0"	180–220	2'–0	4'–6"
RESIDENTIAL (CUL–DE–SAC)	26'–6"	8/12	120	40	67	STR–LWY–2M–HT–04–D–UL–SV–525–R–UTL	28'–0"	180–220	2'–0	4'–6"
COLLECTOR STREET 80'	26'–6"	8/12	120	50	84	STR–LWY–2M–HT–05–D–UL–SV–525–R–UTL	28'–0"	180–220	2'–6	5'–0"
100' ARTERIAL STREET	31'–0"	8/12	120	100	163	STR–LWY–2M–HT–10–D–UL–SV–525–R–UTL	32'–6"	180–220	2'–6"	5'–0"
106' ARTERIAL	31'–0"	8/12	120	60	99	STR–LWY–2M–HT–06–D–UL–SV–525–R–UTL	32'–6"	180–220	2'–6"	5'–0"
TRAFFIC SIGNAL	31'–0"	8/12	120	60	99	STR–LWY–2M–HT–06–D–UL–SV–525–R–UTL	SPECIFICATIONS PER POLE REQUIRED			



* Pole to follow Valmont Pole Standard. Specifications available at valmontstructures.com
* For LED lighting specifications refer to LEDway specifications available at ledway.com

LED STREET LIGHT INSTALLATION

REF. & REV.
AUG 2012
FEB. 2013
JULY 9, 2013
MAR 6, 2014

CITY OF MADERA

ST–20

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: August 20, 2025

Agenda Number: E-4

SUBJECT:

Response to Madera County Grand Jury Final Report 2425-11; Published on Monday, June 30, 2025, titled "City "Bogeys" Grand Jury's Report"

RECOMMENDATION:

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 30, 2024. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within the specified guidelines provided by the California Penal Code. The response would be submitted on behalf of the Mayor and City Council of the City of Madera, the City Manager, the Director of Parks & Community Services Department, the Finance Department, the Police Chief, and Code Enforcement, the Planning Department, collectively referred to as "City".

DISCUSSION:

The MCGJ issued a Report on June 30, 2024, requiring a response from the Mayor and from the City Council. The Mayor and Council have 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. In addition, the MCGJ invited responses from the City Manager, Director of Parks & Community Services, Finance Department, Police Chief, Planning Department, Code Enforcement Division, and Golf Course Advisory City Committee. These Departments, Divisions, and committee are all components of the City. As the City Council represents the City, and as the California Penal Code requires the legislative body to respond (and not the subcomponents of the City), the proposed Response is submitted to the City Council for approval for the entire City.

Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements to fulfill the required response from the Mayor and from Council. In doing so, staff consulted with the departments listed above to obtain relevant information for the Report.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented; in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

It is noted that this is the third consecutive year that the Grand Jury has focused on the Golf Course. For background purposes, a copy of previous reports to the City Council is attached as Attachments 3 and 4.

FINANCIAL IMPACT:

The financial impact of the Grand Jury's investigation on the City is difficult to quantify due to the secrecy maintained by the Grand Jury. The City is unaware of how many staff members were contacted, the number of hours spent compiling data, or the extent of follow-up meetings and related activities.

Moreover, the response to the Grand Jury's findings has involved input from numerous City staff, further complicating the ability to provide a precise financial estimate. The collaborative effort required to address the report's findings and prepare a comprehensive response adds to the challenge of quantifying the overall financial impact.

ALTERNATIVES:

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at a Council meeting before September 3, 2025, when a response is required by the MCGJ, meeting the 90-day response requirement.

ATTACHMENTS:

1. City Response to Madera County Grand Jury Report 2425-11; Published on Monday, June 30, 2025, titled "City "Bogeys" Grand Jury's Report
2. Madera County Grand Jury Report 2425-11
3. Report to the City Council from August 21, 2024, Response to Madera County Grand Jury Final Report 2324-06: "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024"
4. Report to the City Council from August 16, 2023, Response to Madera County Grand Jury Final Report 2223-02: "City of Madera Fails to Enforce the Golf Course Contract Requirements"

1. City Response to Madera County Grand Jury Report 2425-11; Published on Monday, June 30, 2025, titled “City “Bogeys” Grand Jury’s Report

_____, 2025

The Honorable Michael Jurkovich, Presiding Judge
Madera County Superior Court
200 South G Street
Madera, CA 93637

Re: **Madera County Grand Jury Final Report 2425-11; Published on Monday, June 30, 2025, titled "City "Bogeys" Grand Jury's Report"**

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera on behalf of the City of Madera, including the City Manager, the City's Parks & Community Services Department, the City's Finance Department, the City's Planning Department, the City's Police Chief, and City committee, collectively referred to as "City" in this Response.

On Wednesday, June 25, 2025, the City of Madera ("City") received a copy from the Madera County Grand Jury, which attached a copy of the Grand Jury's Report titled "City "Bogeys" Grand Jury's Report" (hereafter "Report"). The Grand Jury's cover letter indicated that the report would be released on Monday, June 30, 2025. As a result, the City's views the release date as June 30, 2025.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

Please be advised that the City has taken the Grand Jury's Report seriously and has endeavored to address the Report comprehensively, as evidenced by this Response and by the attachments. Great care has been taken to ensure the City responds concisely yet with appropriate details, as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to the Report.

Respectfully submitted,

Arnoldo Rodriguez, AICP
City Manager

Cc: info.maderagrandjury@gmail.com
Madera County Grand Jury, PO Box 534, Madera, CA 93639

FINDINGS:

F1: The MCGJ finds that a City Administrator instructed Smokehouse to contact a Financial Officer, regarding how to change the business license to reflect GROUP's name

Response 1: The City partially disagrees with this Finding. It is presumed that the reference to "City Administrator" pertains to the City Manager. As evidenced in Exhibit A, the City Manager did not instruct the owner of Sugar Pine Smokehouse on how to change a business license. Rather, the City Manager was approached by the business owner regarding a prior Grand Jury report and the steps necessary to bring the business license into compliance.

This matter was previously addressed by the Grand Jury and the City's actions were consistent with the recommendations made in that report. Furthermore, based on the email referenced in Exhibit A, it appears there may have been a misunderstanding on the part of the operator, who initially believed there was a single business entity. The owner of Sugar Pine Smokehouse has since confirmed that only one business entity exists, the business license has been updated accordingly, and appropriate taxes have been and continue to be paid.

F2: The MCGJ finds The GROUP business license was initiated by a City Administrator. Email records from the city confirm that this was done without any application filed by GROUP.

Response 2: The City disagrees with this finding. An application for a business license under the name "Sugar Pine Smokehouse" was submitted on December 5, 2023. The application was approved and a business license was issued February 29, 2024. At the time of the business license renewal in July 2024, the City Manager advised the Sugar Pine Smokehouse that the business license should reflect the same legal entity name as shown on the State of California alcohol license. This discrepancy between names was noted by the Grand Jury in the #2324-06 report. Because the update was determined to be a technical correction to align the business license name, the City did not mandate that the applicant submit a new application.

F3: The MCGJ finds Lack of Documentation: There is a lack of proper documentation and transparency in the process of issuing and modifying business licenses.

Response 3: The City disagrees with this finding. Documentation regarding the process for issuing and modifying business licenses does exist and was provided to

the Madera County Grand Jury as part of its investigation into this matter (see Exhibit B).

That said, the City acknowledges that processes benefit from regular review and refinement. As such, the City continues to improve the clarity and accessibility of documentation related to business license procedures and remains committed to enhancing transparency and public understanding of these processes.

F4: The MCGJ finds Non-compliance with Ordinances: The issuance of the business license to GROUP did not comply with the Madera Code of Ordinances (MCO) Title VI, Chapter 1.

Response 4: The City disagrees with this finding. MCO Title VI, Chapter 1 contains 62 sections, many of which do not apply to the business license issued to GROUP. The finding does not specify which section of the Code the City is alleged to have violated, making it difficult to respond with specificity. Should further clarification be provided, the City would be open to reviewing the matter in greater detail.

F5: The MCGJ finds Potential Conflict of Interest: A City Manager's involvement in the business license issuance process raises concerns about conflicts of interest, especially in light of the Team Responses.

Response 5: The City disagrees with this finding. This finding lacks any factual or legal foundations. The City Manager often provides guidance to businesses within the City as to how to come into compliance with City ordinances by advising those businesses as to who at the City can assist them. This situation is not different from other ordinary circumstances. In this case, Sugar Pine Smokehouse had obtained a business license and paid the business license tax. However, it had placed the wrong legal name of its business on the business license application, which needed to be corrected. The City did not waive any fees or taxes related to the business license tax, but merely facilitated the correction of the legal business name of the business.

With regard to the finding of about the City Manager having a conflict of interest, the determination of financial conflicts of interest is governed by the Political Reform Act codified at Government Code, sections 81000–91014 and its implementing regulations. The MCGJ report fails to provide any evidence or analysis remotely bearing on a potential financial conflict of interest. Furthermore, the MCGJ report does not present any facts that even remotely raises the potential for a conflict of interest under any other legal theory.

F6: The MCGJ finds Public Scrutiny: The actions taken by city officials in issuing and modifying business licenses should be documented and made available for public scrutiny.

Response 6: The City agrees with this finding. However, the finding is overly broad and is not supported by specific evidence, indicating a lack of public access to information by the City. The City maintains that actions related to the issuance and modification of business licenses are subject to public oversight through the California Public Records Act (PRA).

Members of the public may request and review business license records, procedures, and practices in accordance with the PRA. Such requests are processed in compliance with applicable laws, including any exemptions permitted under the Act.

Finding 7: The MCGJ finds impact on public trust: The irregularities in the business license issuance process harm public trust in city officials and the administration.

Response 7: The City disagrees with this Finding. Please refer to Response 6, above.

Finding 8: The MCGJ finds the Council does not read the findings, recommendations, and City responses to the MCGJ reports.

Response 8: The City disagrees with this finding. This conclusion is subjective and lacks supporting evidence. City Council agendas and supporting documents, including findings, recommendations, and City responses to Grand Jury reports, are published at least 72 hours in advance of public meetings, in full compliance with the Ralph M. Brown Act. These materials are also made available on the City's website and posted on two bulletin boards at City Hall. Additionally, the City prepares meeting minutes for each Council meeting, which are specifically approved by the City Council and also posted on the City's website, and which document public discussion and Council action. These practices demonstrate the City's commitment to transparency and informed decision-making.

Finding 9: The MCGJ finds the equipment inventory, Exhibit B, is outdated.

Response 9: The City agrees with this finding in part, to the extent that the equipment inventory list included in the original contract is outdated, as it documents the original list from 2009. However, it's important to note that the City and the tenant, SGM, agreed on the inventory schedule when the contract was signed in 2009.

After the contract was executed, both parties participated in a salvage exercise during which the City retrieved usable property while SGM disposed of other items.

The City conducted a review in July 2025 and approximately 20 items remain at the golf course.

Finding 10: The MCGJ finds the cleaning of the solar panels has been paid by SGM from the Capital Improvement fund and not the maintenance costs.

Response 10: The City disagrees with this finding. Capital Improvement funds were utilized to enhance the restrooms and to install new doors and flooring at the Golf Course clubhouse, which are capital improvements and not maintenance. The installation of the doors and flooring was carried out by J's Solar Panels, a private contractor that handles building repairs in addition to solar installation. It is important to clarify that no funds from the Golf Course capital were allocated for solar panel cleaning, as there are no solar panels at the Golf Course.

Finding 11: The MCGJ finds that the Advisory Committee monthly meeting reports are not made available to the Council.

Response 11: The City disagrees with this finding. Reports are accessible to all community members, including City Council members. The City Council is also provided a copy of the Advisory Committee agenda's and minutes.

Additionally, meetings are conducted via Zoom and are open to the public. Finally, it should be noted that a member of the Council sits on the Advisory Committee and provides regular updates to the Council during Councilmember reports.

Finding 12: The MCGJ finds insufficient training regarding business license applications and issuance requirements.

Response 12: The City partially disagrees with this finding. While there is training that is provided to staff on business license application and issuance requirements, the training could be improved to focus on inter-departmental coordination of application processing. The City will take steps to address this finding.

RECOMMENDATIONS:

R1: The MCGJ recommends Transparency and Accountability: The City should ensure transparency and accountability in the issuance and modification of business licenses. All actions taken by city officials should be documented and made available for public scrutiny within 60 days of this report being published.

Response 1: The recommendation will not be implemented as it is not warranted and not reasonable. The City will continue to comply with the standards set by State law and respond to any Public Records Act requests associated with business license activities, subject to any restrictions articulated in the Public Records Act.

R2: The MCGJ recommends the city administration hire an independent agency to conduct a thorough review and audit of the business license issuance process to identify any irregularities and ensure compliance with city ordinances within 90 days of receiving this report.

Response 2: This recommendation will not be implemented as the City does not have the resources for such a review. However, the City continues to refine and improve its business license processes and will continue to make several enhancements to those processes over the next 18 months.

R3: The MCGJ recommends improving communication between city departments and the City Council to ensure that all relevant information is shared, discussed and documented within 30 days. This recommendation should be implemented within 30 days of receiving this report.

Response 3: The recommendation will not be implemented because it is not warranted or is not reasonable. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

R4: The MCGJ recommends enforcement of ordinances: Enforce the Madera Code of Ordinances Title VI, Chapter 1, to ensure that all businesses operating in the city have the necessary licenses and comply with city regulations within 30 days of receiving this report.

Response 4: The City will not implement this recommendation to the extent it would require the City to engage in additional enforcement activities than it already does. Cities have broad discretion in the enforcement of their ordinances. *Haggis v. City of Los Angeles* (2000) 22 Cal.4th 490. Furthermore, because of the separation of powers doctrine, courts cannot compel cities to exercise their discretion in any particular way. *AIDS*

Healthcare Foundation v. Los Angeles County Dept. of Public Health (2011) 197 Cal.App.4th 693, 700-05. Generally, because of limited resources, the City's code enforcement efforts are focused on responding to particular complaints of violations of the City's municipal code focusing on violations that potentially threaten public health and safety. The City does not have the resources to proactively enforce particular sections of is municipal code. As such, the City will continue to follow its current practices related to the enforcement of its municipal code.

R5: The MCGJ recommends implementing a conflict of interest policy to ensure that city officials do not have any personal or financial interests in the businesses they regulate within 30 days of receiving this report.

Response 5: The City will not implement this recommendation as it is already in full compliance with the requirements of State law. The determination of financial conflicts of interests is governed by the Political Reform Act codified at Government Code, sections 81000–91014 and its implementing regulations. As noted above, the MCGJ report fails to provide any evidence or analysis remotely bearing on a potential financial conflict of interest. Furthermore, the MCGJ report does not present any facts that even remotely raises the potential for a conflict of interest under any other legal theory. The State legislature and learned courts of this State have already set the standards for conflict of interest requirements in California, and the City complies with those standards. Among others, this also includes annual disclosures of financial interests (Form 700s), regular ethics and conflicts training consistent with AB 1234, as well as going beyond mandated requirements by adopting a Code of Conduct for its City Council and members of its Boards, Commissions, and Committees.

R6: The MCGJ recommends launching a public awareness campaign to inform residents and business owners about the importance of compliance with city ordinances and the procedures for obtaining business licenses within 30 days of receiving this report.

Response 6: This recommendation will not be implemented, as there is no assurance that such a campaign will produce any measurable improvement in compliance with business license regulations, and the City's limited public resources are needed elsewhere.

R7: The MCGJ recommends that the entire MCGJ report be read to the Council members in an open public meeting within 30 days of receiving this report.

Response 7: This recommendation will not be implemented because the City is already in compliance with State law, including the Ralph M. Brown Act

(Government Code, section 54950 et seq.) and similar legal requirements discussed in Response 12, which establishes the applicable standards. As noted above, these reports are made available to the public in a manner consistent with State law.

R8: The MCGJ recommends hiring an outside expert to check the City's property and equipment records and also to do regular checks within the City. The list of items the City owns (Exhibit B) needs to be brought up-to-date within 90 days.

Response 8: This recommendation has already been implemented as the City already maintains a list of relevant property. In addition, the City conducted a review in July 2025. Approximately 20 items remain at the golf course.

R9: The MCGJ recommends conducting regular audits of SGM's business expenses in regards to capital improvements vs maintenance obligations. Within 90 days of receiving this report.

Response 9: This recommendation has already been implemented. The City conducts quarterly reviews of SGM business expenses, which include expenses related to capital improvements and revenue generated from rounds played. Moving forward, this information will be included in the parks and recreation reports presented to Council quarterly.

R10: The MCGJ recommends improving the documentation process for issuing and modifying business licenses to ensure that all actions are properly recorded and transparent. Within 90 days of receiving this report.

Response 10: This recommendation will be implemented. The City continues to refine its business license process documentation as new tools (software, online resources, etc.) become available. The City will continue that documentation improvement process over the next 18 months.

R11: The MCGJ recommends engaging with stakeholders, including business owners and residents, to gather feedback and improve the business license issuance process within 90 days of receiving this report.

Response 11: This recommendation will not be implemented as it is not reasonable. Most business owners and residents are not familiar with all aspects of the business license process, which would significantly impact the quality of responses that would be received during such outreach. Staff will continue to evaluate existing processes and make adjustments to them as necessary.

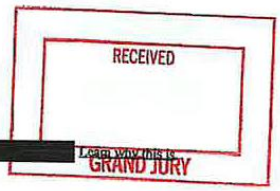
R12: The MCGJ recommends that the Advisory Committee reports be agendized monthly and read to the Council in an open meeting within 90 days of this report.

Response 12: The City will not implement this recommendation. The conduct of City Council meetings is governed by the Ralph M. Brown Act (Government Code, section 54950 et seq.), which sets the standards for meetings. The City complies with these open meeting requirements. Furthermore, courts cannot compel cities to conduct their meetings in any particular way so long as they comply with the Brown Act. The City has several advisory committees who regularly meet. It is impractical to require the reading of a written report during a meeting of the City Council when it is already made available to the members of the City Council and public, and unnecessarily and unreasonably inhibits the conduct of the public business. Furthermore, a member of the City Council is a member of the Advisory Committee. Accordingly, if an important issue arises during one of these meetings of the Advisory Committee the Councilmember may report on this issue during City Council meetings either during Councilmember reports and comments or through placing an item on the City Council agenda. The City will continue to abide by these practices.

ATTACHMENTS:

1. Attachment A: Email from Sugar Pine Smokehouse to City where City Manager "suggested" that they reach out to City staff
2. Attachment B: Documentation regarding the process for issuing and modifying business licenses

Exhibit A



My name is [redacted] and I own Sugar Pine Smokehouse. I guess I made a few mistakes when setting up our business and Arnoldo suggested I reach out to you. The name on our liquor license is our company name which is SPS Madera Group, LLC. While filling out the license paperwork, I wrote Sugar Pine Smokehouse, which I guess should be our DBA.

What would
liquor licens

--

[redacted]

559[redacted]

—

[redacted]

Exhibit B

Business License 101

BUSINESS LICENSE

Business license will take 30 minutes to 2 hours/day of work. Of course, this amount changes based on the time of year.

Please note: Finance does not approve a business license. Instead, we process the applications, bill the customers, and provide them with contact information to get approved by the approving departments. We merely print the license once the license is approved by the approving departments. While Tyler Munis emails the pending departments as soon as a license is created in the Business License module, it is up to the business owners to contact the other City departments to get their approval before a business license can be issued. Unfortunately, Finance does not have enforcement authority. When customers call in a complaint on a business because the business doesn't have a license, refer them to Code Enforcement.

The only license we do "force approve" is the out-of-town business licenses. This does not include mobile vendors or peddlers. The out-of-town business owners do not have any building requirements in the City, because their businesses are located outside the city limits.

For Marijuana/Cannabis business questions, please direct the customers to either Planning or the City's website:

https://www.madera.gov/home/departments/planning/#tr-pending-cannabis-regulatory-ordinance-2436010

PRINTING BUSINESS LICENSE

Try to do a scheduled print job of the business license daily.

All commercially local applications must go through Planning to get approval for their location prior to their application being processed in Business License. Email Planning once a week with a list of the applications that have been received since the last list was sent and the location of the applying business. Planning will respond with which applications are okay to process and which are on hold. Place those applications which Planning says are on hold in a manilla folder that says "pending Planning approval." Because applications may be placed on hold pending Planning approval, please ask customers not to send in payments with their applications because they may not get processed right away.

NAICS CODE AKA NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM

https://www.census.gov/cgi-bin/sssd/naics/naicsrch?input=SALON&search=2017+NAICS+Search&search=2017

Most of the businesses are already set up in the system. However, every now and again you will have to go to the website to get information for the NAICS coding. Just enter the business under the search, and it will bring up options. Go through, find the one that applies, and use it. If there is a NAICS code that is not in the system, reach out to Tyler for instructions on how to set up an NAICS code manually.

RELOCATIONS

The easiest way to process a relocation is to inactive the license on the license page and add a new one, so it creates a workflow. DO NOT change an account from active to relocation on the first tab, as the license will never print.

PARKING ASSESSMENT

Jan 1st, April 1st, July 1st, and Oct 1st are the dates when the parking assessments to businesses are issued. These are also the dates when the SB 1186 warrant is to be sent to the State.

There are two different types of parking assessment billing. Parking assessment is billing the tenant of the property for free downtown parking. Business owner assessment is billing the business owner for the maintenance of the free parking stalls. If the owner of the building is the tenant as well, they will get two bills: one for parking assessment and one for business owner assessment.

Parking assessment is listed under taxes in the business accounts area. The parking assessment does not give a total balance. The balances are by fiscal year, so a manual calculation will need to be prepared if a customer calls for their balance, and that balance covers multiple fiscal years.

PENALTIES – BUSINESS LICENSE AND PARKING ASSESSMENT

Applying penalties is easy: just go in and run the penalties when the due date has passed, follow the training manual if you need to.

YEARLY BILLING

These files have are kept electronically in the Finshare directory for Business License.

First, change the bill year and copy the bill charges over. Follow directions in Tyler Munis Manual.

Billing is done in July, but gross receipts paperwork goes out in January. Gross receipts reporting is information used for the following billing year (e.g., gross receipts paperwork sent in January 2023 is used to calculate the amount due July 2023). If a customer writes zero on their gross receipts, enter $1.00.

From April until July, I try entering in the gross receipts (g/r) daily. You must post these as the new fiscal year (7/1/2023, for example). On July 1st, the bills can be printed. You can print a report to figure out who has not submitted a g/r form. Any businesses that did not submit a form, the resolution states that 10% can be added to their previous gross for billing purposes. Create a spreadsheet for the non-filers and enter in their last year gross receipts and add 10%.

I highly recommend that a trial print of the new business license form (just one or two) is done to make sure it looks correct. I have had to request changes each year because the fiscal year is often incorrect in the initial printing.

The print jobs are too large for the Business License printer. You must break them up into smaller batches. I usually keep them at no more than 200 to print at a time because it will crash the printer. Keep that in mind when printing your bills.

GROSS RECEIPTS

To print the gross receipts, go to billing accounts inquiry and create an Excel file. From there, you can use that file to create the mail merge.

Also, if an account is not printing or won't allow the license to be approved, just create a new account.

As you receive the gross receipts forms back, try to keep them in order. Also as you receive them in, enter in any mailing address changes they make on the form. I usually put a red check mark on the requested change so that I know it has been corrected. Sometimes, customers will make slight changes to the information or name. I just update the change and scan in the form as an attachment showing it was requested with signature.

RECORDS REQUEST

Due to confidentiality laws, we cannot just give out business information to people; we need a Public Records Act request through the City Clerk's Office. It's okay if the actual company calls for a copy of a business license, but anyone not associated with the business needs to file a Public Records Act request. The most frequently received Public Records Act requests are for the most current business license. Use the business license log worksheet to find the information, put it on a new spreadsheet, and send that to City Clerk. If you receive a records request for an account and we have no paperwork on them, please inform the City Clerk that we don't have any documents.

FLOWER VENDORS

Flower Vendors (typically at Valentine's Day / Mother's Day) must have a TUP from planning and a background check from the Police Department. If the flower vendor wants to pay for the TUP, the background check, and the business license at the same time, do a bill adjustment to the Business License charge and add Valentine's Day or Mother's Day as the explanation. Finally, share all documentation with Code Enforcement.

MOBILE VENDORS

If the mobile vendor has a commercial location in the City, all departments on the business license checklist must approve. If the mobile vendor is from out of town: Fire/Code Enforcement/Planning/ Police Dept. must approve. The same approach for out-of-town mobile vendors applies to Itinerant peddlers. The difference with Itinerant peddlers is they usually only sell for a specified time frame, such as Valentine's Day / Mother's Day. Each itinerant peddler must have a background check from the Police Department.

COLLECTIONS

First, try to call each of the business owner whose business license bill is delinquent prior to sending them to collections with a last date to pay option. If they have an email on their account, please send an email. To print a collections report, just print the delinquent accounts report and it will give you the name, location and amount due, and phone number of the delinquent business.

When you are ready to send the final list to collections, get approval from the supervisor by printing out the spreadsheet and having them sign the spreadsheet with the list of accounts turned over to collections.

POSTING CREATE GL JOURNALS

All business license activity (billings, receipts, collections) need to be posted in Tyler Munis. Activity should be processed at least once/week.

TYLER SUPPORT

Always reach out to Tyler Support to help with areas you are struggling. If they can't address the issue, try contacting Benjamin Horne, (Benjamin.horne@tylertech.com), who was the lead trainer for the City's Tyler Munis Business License training.

RANDOM TIPS

DO try to scan documents as you go. Putting them off can make work get overwhelming.

DO try to respond to emails/phone calls within a few hours of receiving them. People are trying to run a business, some of the contractors are in a hurry and need to get their license to pull permits. I typically process the contractor's applications before any of the others because local business locations take 3 weeks to get approved, so they have time.

Local mobile car washes are NOT allowed in the City of Madera; however, out of town mobile car washes are allowed.

Exempt businesses, such as churches and nonprofits, need to provide a 501c3 from the IRS to be considered tax exempt.

Home occupation businesses should be "invisible" (meaning, no sign from outside the residence that a business is being operated from the residence). Once they are no longer "invisible", they need a commercial location. You will know when this happens because neighbors will call and complain.

Here are a few tips for helping business license customers at the window prior to accepting their application or speaking on the telephone:

- What type of business are they operating/plan to operate?
- What is the location of the business/will the business operate within city limits of Madera? If it is a home-based business, they must apply for a home occupation permit first in Planning.
- Restaurants – will they be selling alcohol? They need an ABC license. All Restaurant type businesses who do not bring in their ABC license will be set up as **NO** alcohol until they provide the document.
- Mobile Vendors – if they have questions about what they can and can't do send them to Planning, who regulates the mobile vendors. Additionally, all mobile vendors must get a background check and a fire inspection of their cart/truck.
- Home-based businesses who want to make food must go to the County of Madera first prior to applying. City business license applications will not be accepted until the home-based food business operator obtains a cottage food permit from the County of Madera.

TITLE VI: BUSINESSES, PROFESSIONS, AND TRADES

Chapter

1. BUSINESS LICENSES

2. FILMING

3. CARD ROOMS

CHAPTER 1: BUSINESS LICENSES

Section

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6-1.02 Purpose of chapter
6-1.03 Effect of chapter without actions and obligations
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6-1.07 New businesses
6-1.08 Statements not conclusive
6-1.09 Failure to file statement or corrected statement
6-1.10 Joint license
6-1.11 Duplicate licenses
6-1.12 Licenses to be posted
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6-1.25 (Repealed)
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6-1.33 (Repealed)
6-1.34 (Repealed)
6-1.35 (Repealed)
6-1.36 (Repealed)

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6-1.41 (Repealed)
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6-1.43 (Repealed)
6-1.44 (Repealed)
6-1.45 Dances
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6-1.47 Demonstration parties
6-1.48 Finance companies
6-1.49 Fortune-tellers
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6-1.51 Hospitals
6-1.52 Hotels
6-1.53 Itinerant peddlers, solicitors, and photographers
6-1.54 Job printing
6-1.55 Laundries
6-1.56 Locksmiths and sharpeners
6-1.57 Merchandise stamps
6-1.58 (Repealed)
6-1.59 (Repealed)
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6-1.62 Music machines
6-1.63 Newspapers
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6-1.65 (Repealed)
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6-1.69 Promoters
6-1.70 (Repealed)
6-1.71 (Repealed)
6-1.72 Rides
6-1.73 (Repealed)
6-1.74 (Repealed)
6-1.75 (Repealed)
6-1.76 Shows
6-1.77 (Repealed)
6-1.78 (Repealed)
6-1.79 (Repealed)
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6-1.81 (Repealed)
6-1.82 (Repealed)

6-1.83 (Repealed)
6-1.84 (Repealed)
6-1.85 (Repealed)
6-1.86 Walking signs
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6-1.88 (Repealed)
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6-1.90 Enforcement
6-1.91 Refunds
6-1.92 Divulging information forbidden
6-1.93 Violations; penalties
6-1.94 Criminal and civil actions authorized for failure to pay license tax

§ 6-1.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANNUALLY. A twelve month period which begins on July 1 of each year, and ends on June 30 of that same year.

BUSINESS. Professions, trades, occupations, and all and every kind of calling carried on for profit or livelihood.

COLLECTOR. The License Tax Collector of the city or such other officer of the city as may be charged with the collection of the fees and the issuance of the licenses.

ESTABLISHED or ***FIXED PLACE OF BUSINESS.*** Permanent stores, offices, or places within the city where business is legally and regularly transacted from month to month in such manner as business of that nature is generally or customarily carried on and conducted and when the circumstances show an intention to become an established, fixed, and continuous part of the regular and legitimate business life of the city. In all other cases such facts must be shown by the exhibition of a bona fide lease or rental agreement to the premises where such business is to be conducted, such lease or rental agreement to be for a minimum period of not less than six months thence next ensuing.

GROSS RECEIPTS. The total amount of the sale price of all sales and the total amount charged or received for the performance of any act, service, or employment of whatever nature it may be for which a charge is made or credit allowed (whether or not such service, act, or employment is done as a part of, or in connection with, the sale of materials, goods, wares, or merchandise for which a charge is made or credit allowed) and shall include all commissions, fees, and trading profits earned, made, or charged as agent, principal, dealer, trader, or counsellor. Excluded from ***GROSS RECEIPTS*** shall be:

(1) Cash discounts allowed and taken on sales;

(2) Any tax required by law to be included in, or added to, the purchase price and collected from the consumer or purchaser;

(3) Such part of the sale price of the property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and

(4) The value of the property accepted as part of the purchase price and which property will later be sold.

ITINERANT MERCHANT or ***ITINERANT VENDOR.*** All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares, merchandise, or any other thing of value, with the intention of conducting such business for a period of less than six months, and who, for the purposes of such business, hires, uses, or occupies any room, doorway, vacant lot, building or other place for the exhibition for sale, or sale, of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than six months, such fact shall be presumptive evidence that the business carried on therein is a transient business, and any person so engaged shall not be relieved from the provisions of this chapter or from payment of the license taxes herein provided for such business by reason of any temporary association with any local dealer, trader, merchant, or auctioneer. ***ITINERANT MERCHANT*** or ***ITINERANT VENDOR*** shall not include commercial travelers or selling agents selling their goods exclusively to merchants, dealers, or traders, whether selling for present or future delivery by sample or otherwise, nor to peddlers, as the same are defined in this chapter, nor to persons selling fruits, vegetables, eggs, butter, or other farm or ranch products of their own farm or dairy, exclusively.

JOBBING BUSINESS. Every business conducted solely for the purpose of selling or offering for sale goods, wares, or merchandise in job lots to wholesale merchants for resale at wholesale to the trade by the wholesale merchants.

MANUFACTURER. Any person engaged in making materials, raw or partly finished, into wares or articles suitable for use.

NEWLY ESTABLISHED BUSINESS. A business in existence and operation for less than three months.

PEDDLER. Any person who goes from house to house, place to place, or in or along the streets within the city selling or offering to sell, barter, or exchange, and making or offering to make immediate delivery of any goods, wares, merchandise, or any thing of value in possession of the peddler (except religious publications, religious newspapers, or other religious periodicals) to persons other than manufacturers, wholesalers, jobbers, or retailers of such commodities; provided that a producer who furnishes directly and delivers any poultry, eggs, butter, fruit, vegetables, or meat being exclusively the produce of his or her own garden, farm, ranch, or dairy to a person in the city shall not be deemed a peddler within the meaning of this chapter.

QUARTER. A period of three calendar months. The quarters referred to in this chapter shall

begin on July 1, October 1, January 1, and April 1 of each year. The quarter shall include fractions thereof.

RETAIL BUSINESS. Every business conducted for the purpose of selling or offering for sale any goods, wares, or merchandise, other than as a part of a ***WHOLESALE BUSINESS*** or ***JOBBING BUSINESS*** as defined in this section.

SOLICITOR or ***CANVASSER.*** Any person who goes from house to house or from place to place in the city, selling or taking orders for, or offering to sell or take orders for, any goods, wares, merchandise or articles for future delivery, or selling or taking orders for any service to be furnished or performed in the future at any place in the city other than a fixed place of business, or for making, manufacturing, treating, or repairing any article or thing whatsoever for future delivery.

VEHICLE. Every device in, upon, or by which any person or property is, or may be, transported or drawn upon a public street or highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

WHOLESALE BUSINESS. Every business conducted solely for the purpose of selling or offering for sale goods, wares, or merchandise in wholesale lots to retailers for resale to the trade by the retailers.
('61 Code, § 6-1.01) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.02 PURPOSE OF CHAPTER.

This chapter is enacted to raise revenue for municipal purposes and for the regulation of certain businesses mentioned herein.
('61 Code, § 6-1.02) (Ord. 228 N.S., passed - -)

§ 6-1.03 EFFECT OF CHAPTER WITHOUT ACTIONS AND OBLIGATIONS.

Neither the adoption of this chapter nor its superseding of any portion of any other ordinance of the city shall in any manner be construed to affect the prosecution for violation of any other ordinance committed prior to July 1, 1954, nor be construed as a waiver of any license or any penal provision applicable to any such violation, nor be construed to affect the validity of any bond or cash deposit required by any ordinance to be posted, filed, or deposited. All rights and obligations hereto appertaining shall continue in full force and effect.
('61 Code, § 6-1.03) (Ord. 228 N.S., passed - -)

§ 6-1.04 SUBSTITUTE FOR OTHER REVENUE LAWS.

Any person required to pay a license tax for transacting and carrying on any business under this chapter shall be relieved from the payment of any license tax for the privilege of doing such business which tax has been required under this code or any other laws of the city, but shall remain subject to

the regulatory provisions, if any, of such other laws. The provisions of this section shall not apply to inspection fees, permit fees, or the regulatory license fees provided for in this chapter. The provisions of this section shall not be applicable to any tax levied pursuant to the "Parking and Business Improvement Area Law of 1965" which is imposed by special ordinance of the Council. ('61 Code, § 6-1.04) (Ord. 228 N.S., passed - - ; Am. Ord. 124 C.S., passed 6-26-68)

§ 6-1.05 LICENSE REQUIRED.

Except as otherwise provided in this chapter, license taxes in the amounts prescribed in this chapter are imposed upon all business transacted or carried on in the city. It shall be unlawful for any person to commence, transact, engage in, or carry on any business in the city without first having procured a license from the city so to do, or without complying with any and all applicable regulations of this chapter and other related or relevant laws of the city. Each day any such business is carried on without a license and/or without such compliance shall constitute a separate violation of the provisions of this chapter for each and every day such business is so carried on. Such license, when issued, shall authorize the person obtaining the same to transact the business described therein at the particular locality within the city designated in such license during the term stated therein.
('61 Code, § 6-1.05) (Ord. 228 N.S., passed - -)

§ 6-1.06 APPLICATION.

(A) Every person required to have a license under the provisions of this chapter shall make application for the same to the License Tax Collector. The applicant shall furnish all information required to enable the License Tax Collector to properly classify the business of the applicant and determine the proper license fees to be paid by such applicant. Upon the payment of the prescribed tax, the License Tax Collector shall issue to such person a license which shall state on the face thereof the following:

(1) The name of the person to whom the license is issued and the date of issue;

(2) The kind or kinds of business licensed thereby;

(3) The place where such business is to be transacted and carried on;

(4) That the license is permanent or, if only temporary or limited, the expiration date thereof; and

(5) Such other information as the License Tax Collector shall require or as may be necessary for the enforcement of the provisions of this chapter.

(B) A license once issued shall remain valid so long as the required license tax payments are made within the time and manner required by the provisions of this chapter.
('61 Code, § 6-1.06) (Ord. 228 N.S., passed - - ; Am. Ord. 302 N.S., passed - -)

§ 6-1.07 NEW BUSINESSES.

Persons first starting a business shall pay the prescribed tax for such business based on the estimated gross monthly receipts to be calculated upon the whole or partial quarters remaining in the fiscal year in which the application for a business license is made plus such sum as is designated by the City Council for expense of issuance of a license.
('61 Code, § 6-1.07) (Ord. 228 N.S., passed - - ; Am. Ord. 302 N.S., passed - - ; Am. Ord. 94 C.S., passed 7-5-66; Am. Ord. 399 C.S., passed 7-6-82; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.08 STATEMENTS NOT CONCLUSIVE.

No statement shall be conclusive upon the city or upon any officer thereof as to the matters set forth therein, nor shall the claim of the same preclude the city from collecting by appropriate action such sum as is actually due and payable pursuant to this chapter. No such statement shall prejudice the right of the city to fix the amount of the license tax at a higher amount should there be reason to believe that such business should have a higher rating than that shown by such statement, nor to recover any amount that may be ascertained to be due from such person in addition to the amount shown by such statement if it should be found to be incorrect. The License Tax Collector shall, and is authorized to, fix the amount of such license at a higher rate when he or she has reason to believe, or evidence that, such statement is incorrect. Such statement and each of the several items therein contained shall be subject to audit and verification by the License Tax Collector, his or her deputies, or authorized employees of the city who are authorized to examine, audit, and inspect such books and records of any licensee or applicant for a license as may be necessary in their judgment to verify or ascertain the amount of license fee due. All licensees, applicants for licenses, and persons engaged in business in the city are required to permit an examination of such books and records for the purposes aforesaid. The information furnished or secured pursuant to the provisions of this chapter shall be confidential. Any unwarranted disclosure or use of such information by any officer or employee of the city shall constitute a misdemeanor, and such officer or employee shall be subject to the penalty provisions of this chapter.
('61 Code, § 6-1.08) (Ord. 228 N.S., passed - -)

§ 6-1.09 FAILURE TO FILE STATEMENT OR CORRECTED STATEMENT.

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the License Tax Collector such person fails to file a corrected statement, the License Tax Collector may determine the amount of license tax due from such person by means of such information as he or she may be able to obtain. In case such a determination is made, the License Tax Collector shall give a notice of the amount so assessed by serving it personally or by depositing it in the US Post Office at the city, postage prepaid, addressed to the person so assessed at his or her last known address. The License Tax Collector must cause the matter to be set for hearing by the Council, and he or she shall give at least ten-day notice to such person of the time and place of hearing in the manner prescribed above for the service of notice of assessment. The Council shall consider all

evidence produced, and written notice of its findings thereon, which findings shall be final, shall be served upon the applicant in the manner prescribed above for service of notice of assessment.
('61 Code, § 6-1.09) (Ord. 228 N.S., passed - -)

§ 6-1.10 JOINT LICENSE.

Whenever any person is engaged in two or more businesses at the same location, such person shall be issued one license which shall specify on its face all such businesses. The license tax to be paid shall be computed as if one business were being conducted at such location, except that businesses listed in this chapter as having a flat fixed rate per quarter shall in every case be regarded as a separate business.
('61 Code, § 6-1.10) (Ord. 228 N.S., passed - -)

§ 6-1.11 DUPLICATE LICENSES.

(A) In the event a business license issued under the provisions of this chapter has been mutilated, destroyed, or lost, the licensee shall immediately apply to the License Tax Collector for a duplicate license and shall pay the fee for reissuing the license as set by resolution of the Council.

(B) Any business license which has been suspended, revoked, or repossessed shall not be reissued until all required license fees, penalties, and interest have been paid, plus the sum of $1.
('61 Code, § 6-1.11) (Ord. 228 N.S., passed - - ; Am. Ord. 302 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.12 LICENSES TO BE POSTED.

Except as otherwise specifically provided in this chapter, every person receiving a license under the provisions of this chapter and carrying on a business at a fixed place of business shall keep such license posted and exhibited in some conspicuous place in his or her business while such license is in force. All persons having such license and not having a fixed place of business shall carry such license upon his or her person at all times while carrying on the business for which it was granted. Every person having a license under the provisions of this chapter shall produce and exhibit the same whenever requested so to do by the License Tax Collector or any of his or her deputies or assistants. Every person or peddler who shall fail or refuse to post, exhibit on demand, or display, as the case may be, the license required by this chapter shall, in addition to the penalties imposed by this chapter, have his or her license revoked as provided in § 6-1.17 of this chapter.
('61 Code, § 6-1.12) (Ord. 228 N.S., passed - -)

§ 6-1.13 LICENSES NON-TRANSFERABLE.

No license issued pursuant to the provisions of this chapter shall be in any manner assignable or transferable or authorize any person other than therein mentioned or named to transact or carry on such business, or authorize any other business than is therein mentioned of named to be continued or

transacted thereunder, or at any place other than therein mentioned or named; provided, however, that where a license is issued authorizing a person to transact and carry on a business at a particular place, such licensee may, upon application therefor and paying a fee as set by resolution of the Council, have the license amended to authorize the transacting and carrying on of such business under the license at some other location to which the business is, or is to be, moved. When a licensee who conducts a business from a fixed place of business in the city makes a bona fide sale of the business, the license is not transferable and shall expire without refund to the licensee. Not withstanding the fact that the license is nontransferable, the purchaser of the business applying for a new nontransferable, the purchaser of the business applying for a new license shall receive a credit in the prorated amount of business license tax paid by the seller for the unexpired term of the sellers license, which credit shall be applied only to the payment of the new applicants business license tax. The person establishing or taking over the business shall come within the new business provisions as set forth in § 6-1.07 of this chapter.
('61 Code, § 6-1.13) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.14 EXPIRED AND REVOKED LICENSES.

(A) In the event any tax payment due under the provisions of this chapter shall become delinquent, the License Tax Collector is authorized to repossess, upon written demand therefor, the business license for which such tax payment is due. Any business license so repossessed shall not be returned to the licensee until such licensee has fully paid all delinquent business license taxes, plus applicable penalties and interest incurred and accrued by reason of such delinquencies.

(B) In the event a business license is repossessed for delinquent taxes, it shall be unlawful to conduct business within the city without such license.

(C) It shall be unlawful for any person to post or exhibit, or permit to be posted or exhibited, any license which has expired or which may have been revoked, or to post or exhibit any such license during any period that such license is suspended as provided in § 6-1.17 of this chapter.
('61 Code, § 6-1.14) (Ord. 228 N.S., passed - - ; Am. Ord. 302 N.S., passed - -)

§ 6-1.15 EXPIRATION OF LICENSES.

Every license issued shall become null and void at the expiration of the term for which it is issued.
('61 Code, § 6-1.15) (Ord. 228 N.S., passed - -)

§ 6-1.16 APPEALS.

Any person aggrieved or dissatisfied by any decision of an administrative officer with respect to the issuance or refusal to issue such license as required by this chapter may appear before the Council at the next regular meeting thereof with reasons, if any, why the license fee should be in accordance with the statement of the aggrieved person. The finding of the Council thereon shall be conclusive,

and the Council shall direct the License Tax Collector to issue the license in accordance with such finding.
('61 Code, 6-1.16) (Ord. 228 N.S., passed - -)

§ 6-1.17 REVOCATION OF LICENSES.

(A) All licenses granted under the provisions of this chapter are subject to revocation by the City Council at any time for any of the following reasons:

(1) If the conditions of the license or any of the terms of this chapter have been violated;

(2) If the license was obtained by misrepresentation;

(3) If the business for which the license was granted is conducted in such a manner as to be a menace to the safety of the community.

(B) Before revoking any license, the Council may suspend the same, and the privileges granted therein, for one week, or until the next regular meeting of the Council, and notice of a hearing upon such revocation shall be given to the licensee by the License Tax Collector. At the time specified in the notice, the holder of the suspended license may appear before the Council and show cause, if any, why the license should not be revoked. Upon his or her failure to appear, or if after such hearing the Council funds there is good and sufficient cause for revoking the license, the license shall be revoked, and the finding of the Council thereon shall be conclusive. It shall be unlawful for any person to continue in any business for which the license has been issued during such time that the license is suspended or after it has been revoked. On revocation of any license, no part of the license tax shall be returned but shall be forfeited to the city. Nothing in this section shall be deemed to authorize the continuation of any business for which a license tax has not been paid, the terms and provisions of this section relating only to revocation of licenses for cause other than nonpayment of required fees.
('61 Code, § 6-1.17) (Ord. 228 N.S., passed - - ; Am. Ord. 579 C.S., passed 12-18-91)

§ 6-1.17.1 ESTABLISHMENTS DISPENSING ALCOHOLIC BEVERAGES ON THE PREMISES.

Licensees of any establishment who sell or furnish alcoholic beverages for consumption on the premises shall operate the establishment in such a manner as to insure the safety of the customers and employees, and shall be governed by the following:

(A) After three disturbance calls to any one establishment per single business day, the establishment shall close for the remainder of that business day. The third call will be prima facie evidence that the establishment cannot or will not exercise reasonable control to insure the safety to the customers and employees of the establishment.

(B) Failure to report disturbances which result in injury, as defined in Cal. Penal Code § 245, or death to any person will result in a revocation of the establishment's city business license, and a license

may not be re-issued to the licensee for a period of five years.

(C) Failure to report disturbances which result in an injury of any kind to any customer or employee of the establishment will be grounds for suspension of the business license for up to 30 days per incident, in the discretion of the Chief of Police who is authorized to impose such suspension.

(D) A closure of three times within 30 days will be prima facie evidence that the establishment cannot or will not exercise reasonable control to insure the safety of the customers and employees of the establishment, and a petition will be filed with the Alcoholic Beverage Control to revoke the liquor license of the establishment as a public nuisance.

(E) Failure to close when ordered to do so will result in the immediate revocation of the city business license, and any violation of this chapter shall be punishable by an administrative fine of $500 per day for each day of operation without the business license.

(F) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than $500 or by imprisonment in the County Jail for not more than six months or by both such fine and imprisonment
('61 Code, § 6-1.17.1) (Ord. 381 C.S., passed 9-7-81)

§ 6-1.18 LICENSE DUE DATES.

All license fees due under the provisions of this chapter shall be paid in advance to the city in lawful money of the US at the office of the License Tax Collector. Tax payments shall not be prorated. Due dates shall be as follows:

(A) *Annual tax payments.* Delinquent at 5:00 p.m. on the thirtieth calendar day after the tax is due.

(B) *Daily tax payments.* All daily license fees shall be due payable each day in advance. Daily licenses may be issued at any time for any number of days.
(Ord. 228 N.S., passed - - ; Am. Ord. 302 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.19 DELINQUENCIES.

(A) License tax payments shall be delinquent as follows:

(1) *Annual tax payments.* Delinquent at 5:00 pm. on each July 31.

(2) *Semi-annual tax payments.* Delinquent at 5:00 p.m. on the last day of the first month in which the semi-annual license tax is due.

(3) *Quarterly tax payments.* Delinquent at 5:00 p.m. on the last day of the first month in which the quarterly license tax is due.

(4) *Monthly tax payments.* Delinquent at 5:00 p.m. on the tenth day of the month in which the monthly license tax is due.

(B) In the event a license tax payment becomes delinquent, a penalty of 10% of the amount of the tax shall be added thereto. The penalty shall be collected and payment thereof shall be enforced in the same manner as other license taxes are collected and payment thereof is enforced; provided, however, that the word "paid" shall, for the purposes of this section, be held to mean and include actual receipt of payment in the office of the License Tax Collector. Daily license tax payments shall be subject to a 10% penalty if not made prior to the beginning of any act or business activity required to be licensed under the provisions of this chapter. The provisions of this chapter for delinquencies and penalties shall not be construed in any way as affecting the liability of the person in default for prosecution on account of failure to pay his or her license fee as is prescribed.
('61 Code, § 6-1.19) (Ord. 228 N.S., passed - - ; Am. Ord. 233 N.S., passed - - ; Am. Ord. 302 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.20 LICENSE TAX DEBT TO CITY.

The amount of any license tax imposed by the provisions of this chapter, and any and all penalties and interest for the non-payment thereof, shall be deemed a debt due to the city from and against any person doing any business within the city for which a license is required by this chapter. Such persons shall be liable to a civil action in the name of the city as plaintiff in any court of competent jurisdiction for the amount of the license tax imposed by this chapter for such business, together with all penalties then due thereon as in this chapter provided, and for the costs of suit.
('61 Code, § 6-1.20) (Ord. 228 N.S., passed - -)

§ 6-1.21 EXEMPTIONS.

(A) *Constitution or statutes of the country or of the state.* Nothing in this chapter will be deemed or construed to apply to any person transacting or carrying on any business exempt from the payment of municipal corporation taxes by virtue of the Constitution or applicable statutes of the country or of the state.

(B) *Charitable organizations.* The provisions of this chapter shall not be deemed or construed to require the payment of a license tax to conduct, manage, or carry on any business, occupation, or activity from any institution or organization which is conducted, managed, or carried on wholly for the benefit of charitable purposes or from which a profit is not derived, either directly or indirectly, by any person. No license tax shall be required for the conduct of any entertainment, concert, exhibition, or lecture on scientific, historical, literary, religious, or moral subjects within the city

whenever the receipts of any such entertainment, concert, exhibition, or lecture are to be appropriated to any church or school or to any religious or benevolent purpose. No license tax shall be required for the conduct of any entertainment, dance, concert, exhibition, or lecture by any religious, charitable, fraternal, educational, military, state, county, or municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition, or lecture are to be appropriated exclusively for the purposes for which such organization or association was formed and from which profit is not derived, either directly or indirectly, by any person. Nothing in this subsection shall be deemed to exempt any such organization or association from complying with the provisions of this code or any law of the city requiring a permit from the Council or any commission or officer of the city to conduct, manage, or carry on any profession, trade, calling, or occupation. No exemption shall be granted under this chapter to any professional circus or carnival.

(C) *Public sales.* The provisions of this chapter shall not be deemed or construed to require the payment of a license tax to conduct, manage, or carry on any public auction for the sale of any goods belonging to the country, the state, or the county or for the sale of property by virtue of any process issued by any court, or for the sale of property by virtue of any deed of trust, or for the bona fide sale of household goods at the domicile of the owner thereof, or for the sale at auction or otherwise of merchandise or salvage from any wreck, fire, or other calamity occurring in the city for the purpose of adjusting the loss sustained by reason of such fire, wreck, or other calamity, or for the sale at auction or otherwise of any stock of goods by any assignee for the benefit of creditors, or receivers in bankruptcy or their assignees for the purpose of liquidating and adjusting the debts and liabilities of any person having a permanent place of business in the city.

(D) *Veterans.* Every honorably discharged veteran who meets the requirements of Cal. Bus & Prof. Code § 16001 shall be permitted to distribute circulars and to vend, hawk, or peddle any goods, wares, merchandise, fruits, or vegetables (not otherwise prohibited by law) in the city without paying a license tax or fee therefor. Such veteran shall present his or her certificate of discharge to the License Tax Collector and show proof of his or her identity as the person named therein and proof of his or her physical disability. The License Tax Collector shall, and he or she is authorized to, issue to the honorably discharged veteran a license, free of charge.

(E) *Blind persons.* Blind persons licensed by the Bureau of Vocational Rehabilitation in the State Department of Education may be permitted to operate vending stands for the sale of newspapers, periodicals, candy, chewing gum, tobacco products, picture postcards, and such other articles as may be approved by the Bureau (and not otherwise prohibited by law) in the city without paying a license fee therefor. As used in this section, the term ***BLIND PERSON*** means a person having not more than 10% visual acuity in the better eye with correction. Such blindness shall be certified by a licensed physician and surgeon who specializes in diseases of the eye. The License Tax Collector shall issue a permit to such person upon proof of his or her qualifications.

(F) *Interstate commerce.* Every peddler, solicitor, or other person claiming to be entitled to exemption from the payment of any license provided for in this chapter upon the ground that such license casts a burden upon his or her right to engage in commerce with foreign nations or among several states, or conflicts with the regulations of the US Congress respecting interstate commerce, shall file a verified statement with the License Tax Collector disclosing the interstate or other character of his or her business entitled to such exemption. Such statement shall set forth the name and location

of the company or firm for which the orders are to be solicited or secured, the name of the nearest local or state manager, if any, and his or her address, the kind of goods, wares, or merchandise to be delivered, the place from which the same is to be shipped or forwarded, the method of solicitation or taking orders, the location of any warehouse, factory, or plant within the state, the method of delivering the names and locations of the residences of the applicants. and any other (acts necessary to establish such claim of exemption. A copy of the order blank, contract form, or other papers used by such person in taking orders shall be attached to the affidavit for the information of the License Tax Collector. If it appears that the applicant is entitled to such exemption, the License Tax Collector shall forthwith issue a free license.

(G) *Claims for exemption.* Any person claiming an exemption pursuant to this section shall file a verified statement with the License Tax Collector stating the facts upon which exemption is claimed.

(H) *Licenses.* The License Tax Collector, upon a proper showing contained in the verified statement, shall issue a license to such person claiming an exemption under this section without payment to the city of the license tax required by this chapter.

(I) *Revocation.* The License Tax Collector may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption as provided in this section.
('61 Code, § 6-1.21) (Ord. 228 N.S., passed - -)

§ 6-1.22 GROSS RECEIPTS LICENSE TAX.

(A) *Rate of tax.*

(1) Every person who, at a permanent place of business within the city, sells or offers for sale any goods, wares, or merchandise, except as otherwise provided for in this chapter, either as principal or agent, whether on commission or otherwise, and whether for present or future delivery, or whether such goods, wares, or merchandise is owned by, or consigned to, such person, and every person engaged in any other lawful business not otherwise licensed under this chapter shall pay an annual license tax based upon average monthly gross receipts in accordance with the following schedule in § 6-1.22(A)(3).

(2) Taxes imposed on average monthly gross receipts from $.01 to $3,000 apply only to residential rentals as specified in § 6-1.28; all others shall pay the minimum set forth in subsection § 6-1.22(F).

(3) *Average monthly gross receipts schedule.*

Average Monthly Gross Receipts in Preceding Year	*License Tax per Year*
$ .01 to 500	$ 20
500.01 to 1,000	28
1,000.01 to 1,500	36
1,500.01 to 2,000	40
2,000.01 to 3,000	48
3,000.01 to 4,000	56
4,000.01 to 5,000	76
5,000.01 to 6,000	92
6,000.01 to 8,000	108
8,000.01 to 10,000	120
10,000.01 to 12,000	136
12,000.01 to 14,000	152
14,000.01 to 16,000	168
16,000.01 to 18,000	180
18,000.01 to 20,000	196
20,000.01 to 25,000	212
25,000.01 to 30,000	224
30,000.01 to 35,000	240
35,000.01 to 40,000	256
40,000.01 to 45,000	268
45,000.01 to 50,000	284
50,000.01 to 55,000	300
55,000.01 to 60,000	316
60,000.01 to 70,000	332
70,000.01 to 80,000	348

Average Monthly Gross Receipts in Preceding Year	*License Tax per Year*
80,000.01 to 90,000	360
90,000.01 to 100,000	376
100,000.01 to 110,000	392
110,000.01 to 120,000	456
120,000.01 to 130,000	464
130,000.01 to 140,000	480
140,000.01 to 150,000	496
150,000.01 to 160,000	512
160,000.01 to 170,000	528
170,000.01 to 180,000	560
180,000.01 to 190,000	576
190,000.01 to 200,000	592
200,000.01 to 210,000	608
210,000.01 to 220,000	624
220,000.01 to 230,000	640
230,000.01 to 240,000	656
240,000.01 to 260,000	672
260,000.01 to 270,000	688
270,000.01 to 280,000	704
280,000.01 to 290,000	720
290,000.01 to 300,000	736
300,000.01 to 400,000	896
400,000.01 to 500,000	1056

(B) *Retail.* For every person conducting a business exclusively at retail, the license tax shall be accordance with the rates set forth in subsection § 6-1.22(A)(3) of this section.

(C) *Wholesale and manufacturing.* Every person with a fixed place of business within the city and conducting a business exclusively for wholesale, manufacturing, or food processing, including the production of dairy products, frozen fruits, or vegetables, shall pay an year license tax equal to one-half of the license tax set forth in subsection § 6-1.22(A)(3) of this section.

(D) *Wholesale and retail.* Every person conducting both a wholesale and a retail business from the same premises shall file with the License Tax Collector a segregated statement of his or her sales for the preceding year, segregating the wholesale sales and the retail sales, and the sales or receipts from each such class of business shall be reported separately. The license tax for such combined wholesale and retail sales shall be computed annually as follows: the amount in the preceding year of the average monthly retail gross receipts shall be added to one-half the amount of the average monthly wholesale gross receipts in the preceding year. The amount of the annual license tax due shall then be determined by using the total sum, as so computed, with reference to, and calculated under, the schedule set forth in subsection § 6-1.22(A)(3) of this section.

(E) *Outside firms making wholesale deliveries inside the city.* Every person, other than one having a fixed place of business in the city, engaged in the business of using the public streets of the city for the operation of motor vehicles in wholesale deliveries of cakes, pies, cookies, bakery products, meat products, groceries, grocery products, petroleum products, gasoline, automobile parts, automobile accessories, or other goods or merchandise, and sold by such persons at wholesale, shall pay a license tax of $annually. Any person so engaged shall not be relieved from the provisions of this section by associating temporarily with any dealer or merchant or by reason of conducting such business in connection with, or in the name of, any local dealer or merchant. The provisions of this section shall have no application to motor vehicle carriers subject to the jurisdiction of the Public Utilities Commission of the state when the sale, delivery, or distribution of merchandise by such motor vehicle carriers within the city is occasional and incidental to business conducted elsewhere.

(F) *Minimum and maximum license tax.* Except for residential rentals, the minimum license tax to be paid by any licensee under this section shall be $40 per year. The maximum license tax to be paid by any licensee under this section shall be $1056 per year.

(G) *Employees excluded.* This section shall not be construed as requiring a license from any person engaging in any business solely as an employee of another person, which employer is licensed under this chapter, except as otherwise provided in this chapter.

(H) *Partnerships.* Members of a partnership maintaining one office in the city engaged in any occupation shall pay only one license, except as otherwise provided in this chapter.

(I) *Franchises.* No license tax under this section shall be paid by any person who pays a franchise tax to the city based upon the gross receipts from the sale of gas or electricity, unless such person sells other merchandise within the city. In such case, such person shall pay a gross receipts tax under the provisions of this section, based upon the gross receipts from the sale of such other merchandise. ('61 Code, § 6-1.22) (Ord. 228 N.S., passed - - ; Am. Ord. 81 C.S., passed 8-5-65; Am. Urgency Ord. 302 C.S., passed 6-23-78; Am. Ord, 303 C.S., passed 6-30-78; Am. Ord, 410 C.S., passed 6-20-83; Am. Ord. 597 C.S., passed 5-17-93; Am. Ord. 709 C.S.; passed 9-15-99)

§ 6-1.23 BUSINESSES OTHER THAN RETAILERS OR MANUFACTURERS.

(A) Except as otherwise provided in this chapter, every person engaged in managing, conducting, operating, or practicing any business or profession other than the sales of goods, wares, or merchandise of manufacturing or processing at wholesale shall pay a license tax of $200 per year, or a annual license tax based upon average monthly gross receipts in accordance with the schedule set forth in subsection § 6-1.22(A)(3) of this chapter.

(B) Nothing in this section shall be construed or deemed to apply to any person engaged in any profession or occupation solely as the employee of any other person conducting, carrying on, or managing such business, occupation, or profession in the city, but if such employee shares in the profits of the business, he or she shall be liable for such tax. A separate tax shall be paid by each member of every firm, association, or partnership. Any person conducting two or more such businesses, occupations, or professions at the same place of business shall be required to take out one license where conducted at the same place of business, but the license shall specify the businesses, occupations, or professions for which the license is issued.
(Ord. 228 N.S., passed - - ; Am. Urgency Ord. 302 C.S., passed 6-23-78; Am. Ord. 303 C.S., passed 6-30-78; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.24 (REPEALED).

§ 6-1.25 (REPEALED).

§ 6-1.26 AMUSEMENT MACHINES.

Every person exhibiting or charging a compensation for the use of any microscope, telescope, lung or muscle tester, photographic diversion, ball, knife, or ring thrower, galvanic batter, talking machine, projectoscope, or machine of like character shall pay a license tax of $10 per day for each machine. This section shall not apply to music devices or pinball machines. (See §§ 6-1.62 and 6-1.68 of this chapter, respectively.)
('61 Code, § 6-1.26) (Ord. 228 N.S., passed - -)

§ 6-1.27 ANIMAL SHOWS.

Every person carrying on a show where the exhibition or performance consists wholly of trained animals shall pay a license tax of $10 for each day.
(Ord. 228 N.S., passed - -)

§ 6-1.28 RENTAL PROPERTIES.

Every person conducting or maintaining real property in the city for rental as a dwelling unit, whether as a single-family, two-family, or multi-family residential unit, except the Housing Authority of the city and owners of motels and hotels, which are taxed pursuant to the provisions of Chapter 3 of Title 8 of this code, shall pay an annual license tax based upon the average monthly gross receipts for such rental units in accordance with the schedule set forth in § 6-1.22 of this chapter. Applications for issuance of a business license for residential income properties shall be submitted to the Director of Finance together with a fee of $ as set by Council Resolution no later than June 17, 1994 or within one calendar year of commencement of the use of the property as rental income property, either as a new use or as a change of use. This application fee shall not apply to any property for which a business license has been applied for and previously obtained. Any owner who fails to make application for such a license within the time frame specified herein shall be charged a penalty of an additional $25 for the application fee plus ½ the amount of tax to be imposed for the year. Such penalty may be waived at the discretion of the Director of Community Development or his or her designated representative upon a finding that such applicant did not have notice of such requirement.
('61 Code, § 6-1.28) (Ord. 228 N.S., passed - - ; Am. Urgency Ord. 302 C.S., passed 6-23-78; Am. Ord. 303 C.S., passed 6-30-78; Am. Ord. 597 C.S., passed 5-17-93; Am. Ord. 617 C.S., passed 3-16-94; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.29 (REPEALED).

§ 6-1.30 ARCADES.

Every person conducting, carrying on, or managing an arcade shall pay a license tax of $200 per year which shall cover all amusement machines, except pinball machines and music devices which are licensed by §§ 6-1.68 and 6-1.62 of this chapter, respectively. For the purposes of this section, an arcade is defined to be one general enclosure in which is conducted the business of operating or exhibiting amusement machines.
('61 Code, § 6-1.30) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.31 AUCTIONEERS.

(A) *Licenses required.* Every person conducting, carrying on, or managing the business of an auctioneer shall pay a license tax of $40 per year; provided, however, if the person by, or for, whom the auctioneering is done is an itinerant merchant or vendor of goods, wares, or merchandise, the license tax shall be $50 per day. This section shall not apply to any person selling his or her own goods, wares, or merchandise at his or her permanent place of business in the city when such person, or a bona fide member of such firm or corporation, shall act in the capacity of auctioneer. For the purposes of this section, an itinerant merchant or vendor of goods is defined to be a person, whether as principal or agent, who engages in a temporary or transient business in the city selling goods, wares, and merchandise and who, for such purpose, leases or occupies a room, store, building, structure, or place in the city for the exhibition or sale of such goods, wares, or merchandise. Such

person shall not escape the payment of the higher license by temporarily associating with any local merchant, dealer, or tradesman or by conducting such temporary or transient business in connection with, or as a part of, or in the name of any local dealer, merchant, or auctioneer.

(B) *Fire, wreck, and bankrupt sales.* For every person conducting, carrying on, or managing a fire sale, wreck sale, or bankrupt sale, the license tax shall be the sum of $50 per day. For the purposes of this section, a fire sale or wreck sale is defined to be and include the sale of goods, wares, or merchandise salvaged from a fire, wreck, or other calamity. A bankrupt sale is defined to be and include the sale of goods, wares, and merchandise which have been previously purchased from a trustee or receiver in bankruptcy, or a trustee or receiver in insolvency, or trustee for the benefit of creditors. No license shall be required under the provisions of this section for the sale of goods, wares, or merchandise salvaged from any fire, wreck or other calamity in the city, or for any bona fide sale of goods, wares, and/or merchandise in any bankruptcy, receivers', trustees' or assignees' sale within the city.

(C) *Permit application; bond.*

(1) Before an auction sale can be held in the city a permit must be obtained from the License Tax Collector, and a surety bond in the amount of $1,000 shall be filed with the city guaranteeing proper conduct of the sale. In the event the auctioneer conducting the sale is not a regularly and permanently located and licensed auctioneer in the city, a license in the sum of $10 per day must also be secured from the city. The person desiring the license must file with the city a sworn statement as follows:

(a) Either that the merchandise to be sold is a part or all of the stock of a merchant who has regularly done business in the city for a period of not less than one year prior to the date of the application for a license, and that no stock has been added in anticipation of such sale within 60 days; or

(b) The source from which the merchandise was produced.

(2) No permit or license shall be issued until the applicant shall file with the city a duplicate itemized inventory of all of the goods to be sold. At all times during the conduct of the sale a city inspector shall be present whose duty it shall be to check all sales against the itemized inventory. No goods shall be sold which are not included in the itemized inventory.

(D) *Permit fee.* The cost of a permit to conduct an auction sale shall be $5. The permittee shall also pay to the city a daily fee of $5 to pay for the presence of the City Inspector.

(E) *Sales of jewelry.* In the sale of merchandise classified as jewelry, a tag or label shall be attached to each article giving clearly a true statement of the kind and quality of the metal of which such article is made or plated. The true name, weight, quality, and color of any precious or semi-precious stone must be furnished in writing at the time of the sale to the purchaser of the stone.

(F) *Term of sale.* No auction sale shall continue longer than 30 days within a period of 12 months.

(G) *Cause for permit revocation.* Misrepresentations, substitutions, the use of cappers or puffers, or the sale of goods not listed on the itemized inventory shall be strictly prohibited and shall be sufficient cause for the cancellation of the permit or license to conduct the sale.

(H) *Exemptions.* No permit or license shall be required to conduct an auction sale when such sale is held under the order of any court or judge or under the authority of any mortgage or deed of trust.
('61 Code, § 6-1.31) (Ord. 228 N.S., passed - - ; Am. Ord. 709, passed 9-15-99)

§ 6-1.32 BANKRUPTCY OR FIRE SALES.

Every person who sells any bankruptcy, assigned, or damaged goods, wares, or merchandise shall pay a license tax of $100 per day. The provisions of this section shall not apply to any stock of goods owned by any person actually conducting a permanent business in the city whose stock has been assigned in bankruptcy.
('61 Code, § 6-1.32) (Ord. 228 N.S., passed - -)

§ 6-1.33 (REPEALED).

§ 6-1.34 (REPEALED).

§ 6-1.35 (REPEALED).

§ 6-1.36 (REPEALED).

§ 6-1.37 BILLIARD AND POOL TABLES.

Every person conducting, managing, or having control or charge of billiard tables or pool tables shall pay a license tax of $12 per year for each such table.
('61 Code, § 6-1.37) (Ord. 228 N.S., passed - - ; Am. Urgency Ord. 302 C.S., passed 6-23-78; Am. Ord. 303 C.S., passed 6-30-78; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.38 (REPEALED).

§ 6-1.39 BOWLING LANES.

Every person conducting or managing a bowling alley shall pay a license tax of $10 per year for each bowling lane, whether used or not.
('61 Code, § 6-1.39) (Ord. 228 N.S., passed - -; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.40 CARD ROOMS.

(A) Every person who maintains a place where card tables are furnished to the public for the playing of cards thereon shall pay a license fee of $20 per year for each table available for non-gambling games and $600 per year for each table available for gambling games. It shall be unlawful for any person to conduct, maintain, or have control or charge of any premises where card tables are furnished to the public for playing of card games thereon unless and until the License Tax Collector or his or her authorized agent has permanently affixed to each such table a metal plate indicating the number of the table and whether the table may be used for gambling or non-gambling games of cards. No card table may be permitted within any such premises, whether used or not, unless such table has a metal plate required by the provisions of this section. Tables having a non-gambling plate affixed to them shall not be used at any time for any gambling of cards.

(B) Each application for a license pursuant to the provisions of this section shall be filed on forms and in the manner required by the Director of Finance, setting forth the full name and address of the applicant and all employees, and, if specifically required, the age, physical description, and social security number of the applicant and/or any or all of his or her employees. No license shall be issued until the city has approved the necessary permits and approvals as required by chapter 3 of Title 6 of this code. Applicants for a license and their employees shall provide to the Police Department a copy of the application form which was submitted to the state for approval of a gaming license. An issuance of any license by the city is contingent upon approved registration with the State Department of Justice as required by state law.

(C) From and after January 21, 1996, no license for any new or additional card rooms over and above the number in existence as of January 21, 1996, shall be issued by the Director of Finance nor shall the Police Department issue any permits therefor. It is the intent of this provision of this section to limit the number of card rooms allowed within the city to the number of card rooms in existence as of January 21, 1996; however, nothing in this section shall be construed to preclude the continued operation of existing card rooms, changes in ownership if new owners qualify for licenses and permits under the terms of this section, nor to the transfer of a card room operation to a new and different location if the appropriate use permit and other necessary permits are obtained authorizing the operation of card rooms at the new location.

(D) If any of the card rooms in existence as of January 21, 1996, cease operations and the conduct of business for a period of not less than six consecutive calendar months, the right to conduct any such operation upon the premises where it was located shall thereupon cease and terminate.
('61 Code, § 6-1.40) (Ord. 228, N.S., passed - - ; Am. Ord. 141 C.S., passed 12-3-69; Am. Ord. 457 C.S., passed 7-16-86; Am. Ord. 572 C.S., passed 9-18-91; Am. Ord. 582 C.S., passed 6-3-92; Am. Ord. 587 C.S., passed 10-21-92; Am. Ord. 649 C.S., passed 12-20-95; Am. Ord. 684 C.S., passed 6-3-98; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.41 (REPEALED).

§ 6-1.42 (REPEALED).

§ 6-1.43 (REPEALED).

§ 6-1.44 (REPEALED).

§ 6-1.45 DANCES.

(A) Every person carrying on a public dance to which the public is admitted, either with or without charge, shall pay a license tax of $10 per day. For the purposes of this section, a public dance shall mean and include a dance performed by persons for the view and entertainment of an audience and shall also mean and include a dance where the public may participate in the dancing. No public dance shall be conducted or maintained between the hours of 2:00 a.m. and 10:00 a.m.

(B) A license shall be granted without the payment of any tax to any person, sorority, fraternity, society, or group giving, maintaining, or conducting a dance in any fixed place of business or hall where the public generally is not permitted to obtain admission, but where those permitted to gain admission are admitted by invitation, subscription list, or previous arrangement between the parties and contribute to the expense of the dance by the payment of a stated charge or by the division of the expense between the persons admitted.
('61 Code, § 6-1.45) (Ord. 228 N.S., passed - -)

§ 6-1.46 (REPEALED).

§ 6-1.47 DEMONSTRATION PARTIES.

No sale of goods, wares, or merchandise by means of a party demonstration shall be made without a license therefor issued to the person conducting such sale. The license tax for party demonstration sales is fixed at the sum of $20 per year.
('61 Code, § 6-1.47) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.48 FINANCE COMPANIES.

(A) Every person engaging in the business of loaning money, either for himself or for any other person, upon personal security, evidences of debt, assignments of salary, salary warranties, salary demands, automobiles, or any other personal property, or purchasing for himself or any other person automobile contracts, commercial papers, evidences of debt, assignments of salary, salary warranties, salary demands, time checks, or other evidences of salary due, or to become due, shall pay a license tax as follows:

(1) Those persons licensed or required to be licensed by the state under the provisions of either or both of those certain acts known as the State Small Loan Act or the Personal Property Brokers' Act shall pay a license tax of $200 per year.

(2) All other persons making personal loans or purchasing commercial papers shall pay a license tax of $40 per year.

(B) Nothing in this section shall be deemed to apply to any person making real estate loans or to other persons exempt from the payment of a municipal license tax under state or federal laws.
('61 Code, § 6-1.48) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.49 FORTUNE-TELLERS.

(A) Every person who carries on, practices, or professes to practice in the city the business or art of astrology, augury, cartomancy, clairvoyance, clairaudience, crystal gazing, divination, fortune-telling, hypnotism, life reading, magic, medium, necromancy, palmistry, phrenology, prophecy, seer, spiritualistic medium, or other business or art of similar nature or character, and demands or receives a fee for the exercise or exhibition of his or her business or art therein, directly or indirectly, either as a gift, donation, or otherwise, or gives an exhibition thereof at any place where admission is charged, shall pay a license tax based upon average monthly gross receipts in accordance with the schedule set forth in § 6-1.22 of this chapter.

(B) This section shall not apply to a performance or entertainment when given as a part of an established vaudeville show or theater along with other entertainment. No license shall be required for conducting or participating in any religious ceremony or service when a certificate of ordination is held as a medium, healer, or clairvoyant from any bona fide church having branches in other communities which church has a creed that is recognized by all such churches; provided that the fees and profits thereof shall be regularly accounted for and paid solely to, or for the benefit of, such church.
('61 Code, § 6-1.49) (Ord. 228 N.S., passed - - ; Am. Ord. 664 C.S., passed 10-2-96)

§ 6-1.50 (REPEALED).

§ 6-1.51 HOSPITALS.

Every person conducting or managing a hospital, maternity home, sanitarium, rest home, or convalescent home shall pay a license tax of $4 per year for each bed therein.
('61 Code, § 6-1.51) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.52 HOTELS.

(A) Every person conducting, carrying on, or managing a hotel shall pay an annual license tax as follows:

(1) Where the hotel consists of from one to 20 rooms, the sum of $40;

(2) Where the hotel consists of from 21 to 30 rooms, the sum of $60;

(3) Where the hotel consists of from 31 to 60 rooms, the sum of $80;

(4) Where the hotel consists of from 61 to 80 rooms, the sum of $100; and

(5) Where the hotel consists of from 81 to 90 rooms, the sum of $120.

(B) For the purposes of this section, the word ***ROOM*** shall be defined to mean and include a room rented for sleeping purposes and shall not include dining rooms, toilets, bathrooms, halls, lobbies, offices, coat rooms, or balconies.

(C) The tax prescribed by this section shall cover rooms only. An additional license tax shall be paid on gross receipts from dining or lunch rooms, coffee shops, cocktail bars, cigar stands, and all other receipts, as provided in § 6-1.22 of this chapter.
('61 Code, § 6-1.52) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.53 ITINERANT PEDDLERS, SOLICITORS, AND PHOTOGRAPHERS.

(A) *License required.*

(1) Every person without a permanent place of business in the city who engages in the business of hawking, peddling, or vending goods, wares, merchandise, pictures, foodstuffs, services, or advertising from door to door, house to house, or building to building, or from or upon the streets, alleys, parks, or other public places of the city, or from any hotel, motel, rooming house, or trailer house on foot, or from or in any vehicle of any nature whatever, either by sample or by taking or soliciting orders for immediate delivery or for delivery in the future, shall comply with the provisions of this section. Every person without a permanent place of business in the city who engages in the business of photography, portraiture, photochromography, operating a photograph studio, taking pictures or any other branch of the photographic art whatever, whether from door to door, house to house, or building to building, or from or upon the streets, alleys, or other public places of the city, or from any hotel, motel, rooming house, or trailer house on foot, or from or in any type of vehicle whatever, shall comply with the provisions of this section.

(2) Every person without a permanent place of business in the city engages in the business of soliciting orders for photographs, peddling tickets, certificates, or other documents intended to apply in whole or in part as payment for photographs, frames, or other photographic merchandise or other material, or in any other manner whatever engages in the business of, or soliciting orders for, any branch of the photographic art in any respect, including copying, retouching, enlarging, or coloring of photographs or photographic negatives and prints shall comply with the provisions of this section.

(3) No person shall be relieved from the provisions of this section by reason of associating temporarily with any local dealer, trader, merchant, or auctioneer having a fixed place of business in the city or by conducting a temporary, transient, or itinerant business in connection with, or as a part

of or in the name of, any such local dealer, trader, merchant, or auctioneer having a fixed place of business within the city.

(B) *Application.*

(1) Every person desiring to conduct, carry on, manage, or engage in any of the businesses set forth in subsection § 6-1.53(A) of this section shall apply for a license for such business to the License Tax Collector of the city upon forms to be provided by the License Tax Collector, which forms shall require the following information from the applicant:

(a) The full name, permanent business address, local business address, and residence address of the applicant if an individual, or its authorized representative if other than an individual; the nature of the applicant, that is, whether individual, partnership, firm, corporation, or otherwise; the full names, ages, addresses, and occupations of each person who shall actually vend, sell, solicit, or otherwise engage in any act whatever within the city herein required to be licensed on behalf of, or for, the applicant, whether as principal, agent, servant, employee, associate, partner, representative, or otherwise; and

(b) A specific description of the article or service proposed to be sold, vended, or performed, whether for immediate or future delivery or performance, and the proposed method of delivery and performance, including information as to whether such sales will be made by quantity, weight, quality, package, or otherwise, and whether delivery or performance will be made personally or by mail, or in what other manner.

(2) In the event any form, contract, order blank, warranty, agreement, or other written or printed document is to be signed by the purchaser or person receiving property or service or is involved in any manner otherwise in the business of the applicant, the application form must be accompanied by a copy of such form, contract, order blank, warranty, agreement, or other written or printed document.

(3) Each application must be accompanied by two prints of a recent photograph of each individual person who will actually engage in vending, selling, soliciting, peddling, or doing any other act required under the provisions of this section to be licensed, whether as principal, agent, servant, employee, associate, partner, representative, or otherwise, which photographs shall not exceed one square-inch in size and shall be full front views of the face and head only of such persons.

(4) In each case where it appears that the applicant will or may demand, accept, or receive payments or deposits of money or property in advance of final delivery or performance of services, the application shall be accompanied by a cash deposit of $1,000, or by a bond to the city in the penal sum of $1,000, issued by a surety company authorized to do business within the state. Such bond shall be conditioned for making final delivery of goods, wares, or merchandise ordered or for final performance of services to be performed in accordance with the order, agreement, or contract entered into, and failing therein, the advance payment or deposit on such order shall be refunded or returned. Any person aggrieved by the action of any such applicant shall have a right of action on the deposit

or bond for the recovery of money or damages, or both. The cash deposit or bond, as the case may be, shall remain in full force and effect and be retained by the city for a period of 90 days after the expiration of any such license or the termination of any action upon the bond or deposit, of which the License Tax Collector shall have been notified, unless sooner released by the License Tax Collector.

(5) Each application shall be accompanied by the following license fee unless exemption therefrom is approved by the License Tax Collector in the manner hereinafter provided: the sum of $600 for payment for the calendar-year , or portion thereof, in advance, unless such applicant desires to obtain a license for less than a calendar-year in which case the minimum charge shall be $50 for any month period or any portion thereof, payable in advance.

(6) At the time of making such application, each individual person, whether as principal or agent, servant, or employee, who shall actually engage in selling, soliciting, vending, or doing any other act covered under the provisions of this section, shall present himself or herself at the office of the Police Chief for the purpose of being fingerprinted and supplying routine information required on the fingerprint forms provided at no expense by the city, including the physical characteristics of each such person, identifying marks or scars, age, name, address, and signature. Such fingerprint records are to be taken in triplicate, and each such individual is advised that the city reserves the right to retain one of such fingerprint records in its files for permanent safekeeping, and to send one such fingerprint record to the Federal Bureau of Investigation of the Department of Justice, and to the Criminal Investigation Department of the State Department of Justice for the purpose of filing. No fingerprint records will be returned in the event the license applied for is not issued or is subsequently suspended or revoked.

(C) *Exemptions.* The following individual applicants shall be exempted from the payment of the license fees required by this section but must fully comply otherwise with the requirements hereof as to applications, fingerprinting, bonds, and pictures:

(1) Every honorably discharged veteran who meets the requirements of Cal. Bus. & Prof. Code § 16001. Such exemption shall apply only to an individual applicant engaged in peddling, vending, or soliciting for, and by, himself or herself alone, and shall not apply to any individual applicant otherwise entitled to such exemption who employs agents, servants, or employees in such activities, nor to any other type of applicant of which a person otherwise entitled to such an exemption is an officer, member, agent, or employee. All claims for such exemption shall be referred to the County Service Officer for investigation and recommendation.

(2) Every individual person selling and vending farm fruits and vegetables grown and produced by his or her own labor on real property belonging to, or possessed by, the individual. All claims for such exemption shall be referred to the County Agricultural Commissioner for investigation and recommendation.

(3) Every applicant claiming to be entitled to exemption from the payment of any license provided for in this section upon the ground that such license casts a burden upon his or her right to engage in commerce with foreign nations or among the several states, or conflicts with the regulations

of the Congress respecting interstate commerce, shall file a verified statement with the License Tax Collector disclosing the interstate or other character of his or her business entitled to such exemption. Such statement shall state the name and address, the company or firm for which the orders are to be solicited or secured, the name of the nearest local or state manager, if any, and his or her address, the kind of goods, wares, or merchandise to be delivered, the place from which the same is to be shipped or delivered, the method of solicitation or taking orders, the location of any warehouse, factory, or plant in the state, the method of delivery, the name and address of the applicant, and any other facts necessary to establish such claim exemption. All claims for such exemption shall be referred to the City Attorney for investigation and recommendation.

(4) This section shall not apply to persons under the age of 14 years soliciting the sale or subscription of magazines or newspapers; nor shall it apply to peddlers, solicitors, or agents of trade supply houses calling upon specific trades.

(D) *Issuance of license and identification cards.* Upon the receipt of the application accompanied by the required documents and appropriate fees, the License Tax Collector shall issue a business license to the applicant and individual identification cards to all persons who shall actually solicit for, and on behalf of, the applicant, whether as principal or otherwise. Such identification card shall have affixed to it one of the pictures filed by the applicant and shall contain a reference to the issuance of the license, a description of the individual to whom issued, date of expiration, and the signature of the individual to whom issued. In the event the applicant claims an exemption from the payment of license fees under the provisions of subsection § 6-1.53(C) of this section, the License Tax Collector shall issue the license only after he or she has reviewed the report and recommendations of the County Service Officer, the Agricultural Commissioner of the County, or the City Attorney, as the case may be, and is satisfied that the applicant is entitled to such exemption.

(E) *Use of license and identification cards.* Each applicant, or if other than an individual, its representative, must at all times retain in his or her possession the business license issued by the License Tax Collector, and each person issued an identification card pursuant to this section must retain the same in his or her personal possession at all times while engaged in the business so licensed within the city and must produce and show the same upon the demand of any person solicited or of any Police Officer or official of the city. No licensee or person issued an identification card shall alter, remove, or obliterate any entry made upon such license or card or deface such license or card in any way. Each license and card shall be personal and not assignable or transferable, and no license or card may be used by any person other than the licensee or the person for whom issued.

(F) *Conditions and regulations.* The following conditions and regulations shall also apply to the exercise of the privileges granted by licenses issued under the provisions of this chapter in addition to those set forth in other sections of this chapter or by other laws of the city:

(1) Every licensee or holder of an identification card, upon the request of any police officer or other officer of the city, shall sign his or her name for comparison with the signature upon the license or card or the signature upon the license application.

(2) Any person acting under authority of any license issued who solicits orders for future delivery shall write each order at least in duplicate, plainly stating the quantity of each article or

commodity ordered, the price to be paid therefor, the total amount ordered, and the amount to be paid on, or after, delivery. One copy of such order shall be given to the customer.

(G) *Suspension and revocation.* In the event the License Tax Collector has reasonable cause to believe, and does believe, that any licensee or other person employed by, or representing, such licensee is violating any of the provisions of this chapter, or any other law relating to the business of the licensee, the License Tax Collector shall have power to, and shall be authorized to, suspend such license and all identification cards so issued. If no written appeal is filed with the City Clerk protesting such suspension within two days of the date of such suspension, such suspension shall be deemed permanent and all such licenses or identification cards issued thereunder shall be deemed revoked.

(H) *Appeals.* In the event any applicant desires to appeal from any order, denial of exemption, order of suspension, or other ruling made under the provisions of this section, such applicant, or any other person aggrieved thereby, shall file written notice of such appeal with the City Clerk, and such matter shall be heard upon the next regular meeting of the Council, at which time the Council shall hear and receive evidence, written and oral, upon all matters involved. The decision of the Council shall be final upon all parties concerned.

(I) *Denial of access.* It shall be unlawful for any peddler, or person pretending to be a peddler, for the purpose of selling or pretending to sell or peddle any goods, wares, merchandise, or any article, material, or substance, or any solicitor, or any person pretending to be a solicitor, for the purpose of soliciting orders for any goods, wares, or merchandise or any article, material, or substance of whatsoever kind, to ring the bell or knock at the door of any residence or dwelling whereon a sign bearing the words "no peddlers," or words of similar import, is painted or affixed so as to be exposed to public view, or to peddle or pretend to peddle, or to solicit or pretend to solicit, orders for any goods, wares, or merchandise or any article, material, or substance in any building whereon or wherein a sign bearing the words, "no peddlers," or words of similar import, is painted or affixed so as to be exposed to public view.
('61 Code, § 6-1.53) (Ord. 228 N.S., passed - - ; Am. Ord. 423 C.S., passed 4-2-84; Am. Ord. 657 C.S., passed 6-19-96; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.54 JOB PRINTING.

Every person engaged in the business of job printing and located at a permanent place of business within the city shall pay an annual license tax based on gross receipts as set forth in § 6-1.22 of this chapter. Every person located outside the city and soliciting job printing within the city shall pay a license tax of $40 per year.
('61 Code, § 6-1.54) (Ord. 228 N.S., passed - - ; Am. Ord. 709, passed 9-15-99)

§ 6-1.55 LAUNDRIES.

Every person conducting or carrying on the business of a steam laundry or towel and/or linen supply where the plant for the actual work of laundering is maintained outside the city shall pay a

license tax of $30 per year. Every person conducting, carrying on, or managing the business of a laundry, help-yourself laundry, or laundromat where the actual place of laundering is located within the city shall pay a license tax based on the gross receipts of such laundry business as set forth in § 6-1.22 of this chapter.
('61 Code, § 6-1.55) (Ord. 228 N.S., passed - -; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.56 LOCKSMITHS AND SHARPENERS.

Every person engaged only in the business of a locksmith or sharpener shall pay a license tax of $10 per year; provided, however, such person may elect to include the gross receipts from such business with the gross receipts of such other business as may be licensed under the provisions of § 6-1.22 of this chapter.
('61 Code, § 6-1.56) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.57 MERCHANDISE STAMPS.

Every person engaged in the business or occupation of selling or redeeming stamps, coupons, tickets, cards, or other devices issued to purchasers of goods, wares, or merchandise, which stamps, coupons, tickets, cards, or other devices shall entitle such purchaser receiving the same to procure from the person issuing the same, or any other person, goods, wares, or merchandise free of charge upon the presentation of one or a number of such stamps, coupons, tickets, cards, or other devices shall pay a license tax based upon the gross receipts of such business or occupation as set forth in § 6-1.22 of this chapter.
('61 Code, § 6-1.57) (Ord. 228 N.S., passed - -)

§ 6-1.58 (REPEALED).

§ 6-1.59 (REPEALED).

§ 6-1.60 MOTELS AND AUTO COURTS.

(A) Every person conducting or managing a motel or auto court shall pay an annual license tax as follows:

(1) Where the motel or auto court contains five to ten units, the sum of $20;

(2) Where the motel or auto court contains 11 to 19 units, the sum of $40; and

(3) Where the motel or auto court contains 20 units and over, the sum of $60.

(B) The tax set forth in this section shall cover rooms only. An additional license tax shall be paid on receipts from dining or lunch rooms, coffee shops, cocktail bars, cigar stands, and all other receipts as set forth in § 6-1.22 of this chapter.
('61 Code, § 6-1.60) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.61 MUSEUMS.

Every person conducting, carrying on, or managing a transient museum upon the public streets of the city or elsewhere shall pay a license tax of $10 per day. For the purposes of this section, ***MUSEUM*** shall mean and include the showing or display of articles of historical interest or of interest because of age or past usage.
('61 Code, § 6-1.61) (Ord. 228 N.S., passed - -)

§ 6-1.62 MUSIC MACHINES.

Every person maintaining or permitting to be maintained upon in his or her premises, tables, machines, or devices for playing or rendering music upon the deposit of a coin shall pay a license tax of $10 per year for each such machine or device.
('61 Code, § 6-1.62) (Ord. 228 N.S., passed - -)

§ 6-1.63 NEWSPAPERS.

Every person engaged in the business of publishing newspapers, magazines, or periodicals less often than daily shall pay a license tax of $120 per year, and, in addition thereto, such person shall pay a license tax for all job printing and the sale of any merchandise other than printed newspapers based upon the gross receipts as set forth in § 6-1.22 of this chapter. Every person engaged in the business of publishing a daily newspaper, magazine, or periodical in the city shall pay a license tax of $200 per year, and, in addition thereto, such person shall pay a license tax for all job printing and the sale of any merchandise other than newspapers based upon the gross receipts as set forth in § 6-1.22 of this chapter. For the purposes of this section, a newspaper, magazine, or periodical is defined to be such as has a regular paid subscription list (excepting papers printed or issued by schools or colleges), and a daily newspaper is defined to be a paper issued five times or more per week.
('61 Code, § 6-1.63) (Ord. 228 N.S., passed - - ; Am. Urgency Ord. 302 C.S., passed 6-23-78; Am. Ord. 303 C.S., passed 6-30-78; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.64 (REPEALED).

§ 6-1.65 (REPEALED).

§ 6-1.66 PAWNBROKERS.

Every person engaged in the business of a pawnbroker shall pay a license tax of $200 per year. For the purposes of this section, ***PAWNBROKER*** shall mean and include every person managing, conducting, or carrying on the business of loaning money, either for himself or for any other person, and receiving goods, wares, or merchandise as a pledge or pawn in security for the payment of such loan, or who purchases articles of personal property and resells, or agrees to resell, such personal property to vendors or their assigns at prices agreed upon at, or before, the time of such purchase; provided, however, this section shall not apply to persons exempt from the payment of municipal license taxes under state or federal laws.
('61 Code, § 6-1.66) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.67 PHYSICAL THERAPY.

(A) Every person who operates any place where physical therapy is practiced, or which is devoted to, or which advertises or offers, any of the services or treatments included in the term ***PHYSICAL THERAPY*** shall pay a license fee of $200 per year, or an annual license tax based upon average monthly gross receipts in accordance with the schedule set forth in subsection § 6-1.22(A) of this chapter; every person who engages in rendering for compensation, received or expected, any of the services or treatments included under the terms ***PHYSICAL THERAPY*** as herein defined, or who is employed to render such services or treatment in any place where ***PHYSICAL THERAPY*** is practiced or in any place which is devoted to or which advertises or offers any of the services or treatment included in the term ***PHYSICAL THERAPY*** shall also pay a license fee of $40 minimum per year. ***PHYSICAL THERAPY*** for the purposes of this section shall mean the treatment or care of the body and the maintenance of health by physical agents other than drugs, medicine, or surgery; including, but not by way of limitation, fomentations, therapeutic massage, electric or magnetic treatment, steam baths, sun baths, mineral baths, electric tub baths, shower baths, sponge baths, Russian, Swedish, or Turkish baths, salt glows, alcohol rubs, movement, manipulation, corrective exercise, and other related services.

(B) Applications for such license shall be under oath and shall contain the name of the applicant and a statement regarding any and all true and fictitious names used by the applicant within five years prior to the date of filing of the application, the applicant's residence address and telephone number, the applicant's age, date and place of birth, the place or places where applicant will engage in his or her business calling or employment, the nature and place of applicant's business employment within the five years immediately preceding the date of the application, a photograph of the applicant taken within 60 days immediately prior to the date of filing of the application which shall be at least 2 H 2 inches showing the head and shoulders of applicant in a clear and distinguishing manner, the names of at least two reliable property owners of the county who will certify to the applicant's good character or in lieu thereof such other available evidence as will enable an investigator to properly evaluate the applicant's character and/or business responsibility, a statement that the applicant has never been convicted of a crime involving moral turpitude or a felony, or if such crime has been committed a complete statement of the nature of such crime and the place and date of conviction, and two copies of a valid unexpired and unrevoked license issued to the applicant by the Board of Medical Quality

Assurance of the state pursuant to Cal. Bus. & Prof. Code Chapter 5.7, Division 2. Each application for such license shall be accompanied by an application fee as established by Resolution of the City Council.

(C) Every application for a license shall be referred to the Chief of Police for approval, which may after investigation of the application and a proposed business or activity, be granted or refused by the Chief of Police. The permit shall be refused if it shall be determined that the granting of the permit or the conduct or activity will be contrary to the public peace, health, safety, morals, or welfare of the city or its inhabitants. If the permit is granted, the Chief of Police may impose such terms, conditions, and restrictions upon the operation and conduct of such business not in conflict with any paramount law, as may be deemed expedient to protect the public peace, health, safety, and morals, or welfare of the city or its inhabitants.

(D) The provisions of this section shall not apply to any business over which the state has assumed exclusive jurisdiction as a matter of statewide concern and which gives the services or treatments included in the term ***PHYSICAL THERAPY*** as herein defined as incidence to such business, calling, or profession, nor shall such terms apply to regularly established hospitals, athletic associations, athletic teams, or religious and charitable institutions.

(E) The City Council expressly declares that violation of this section shall be, and is, a misdemeanor punishable as otherwise provided in this code.
('61 Code, § 6-1.67) (Ord. 465 C.S., passed 12-17-86; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.68 PINBALL MACHINES.

(A) ***PINBALL MACHINE.*** Any device in which marbles, balls, pellets, or other moving objects are propelled, released, or rolled, either by hand or with the aid of a mechanical plunger or other affixed mechanical device, in such a manner as to result in a score, tally, points, or other indication of relative success in the operation and playing of such pinball machine, whether the same is indicated by, or may be computed by, means of numbers, letters, lights, colors, or in any manner whatsoever and where all of such balls count in the total score of such machine. Every person maintaining or operating a pinball machine on premises owned or leased by him shall pay a license tax on each such machine as follows:

(1) For each pinball machine on which the total possible score for any single game cannot be changed during the game, the sum of $40 per year; and

(2) For each pinball machine on which the total possible score, tally, or points for a single game may be increased by paying into such machine during such game additional coins, the sum of $80 per year.

(B) No license shall be granted for a pinball machine or game which is unlawful under state or local laws, or for a lawful machine or game which is played in an unlawful manner, or for any pinball

machine in which the element of chance predominates. No license shall be issued for the operation of any machine which automatically discharges or pays, or is capable of discharging or paying, counters, slugs, money, checks, coupons, or tickets, whether in a sealed compartment or not.

(C) It shall be unlawful for any person owning, controlling, or having charge of any pinball machine to cause, permit, or allow such pinball machine to be located, kept, operated, or maintained to be operated within 500 feet of the nearest street entrance to, or exit from, any public playground or public or private school of elementary or high school grades, such 500 feet to be measured from the entrance or exit in the most direct line to the public playground or public or private school of elementary or high school grades.

(D) It shall be unlawful for any person owning, controlling, or having charge of a pinball machine, or any person in charge of the premises where a pinball machine is installed and being operated, to pay off in money or anything of value any winning that may be determined by any score or otherwise by the operation of any such game or device.
('61 Code, § 6-1.68) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.69 PROMOTERS.

Every person who, for any compensation whatsoever, shall carry on, or manage, the business of selling tickets for or promoting any charitable, political, philanthropic, social service, benevolent, patriotic, or purported political or purported philanthropic club, corporation, association, or partnership within the city for which a paid admission is charged or collected shall pay a license tax of $400 per year.
('61 Code, § 6-1.69) (Ord. 228 N.S., passed - - ; Am. Ord. 709 C.S., passed 9-15-99)

§ 6-1.70 (REPEALED).

§ 6-1.71 (REPEALED).

§ 6-1.72 RIDES.

Every person managing, conducting, or carrying on a ferris wheel, scenic railway, merry-go-round, pony rides, or other riding or amusement devices of a similar character especially designated and operated solely for the amusement of children, and where a charge is collected for carrying any person therein or thereon, shall pay a license tax of $5 for each such riding or amusement device each day.
('61 Code, § 6-1.72) (Ord. 228 N.S., passed - -)

§ 6-1.73 (REPEALED).

§ 6-1.74 (REPEALED).

§ 6-1.75 (REPEALED).

§ 6-1.76 SHOWS.

(A) Every person engaged in the business of conducting any transient theatrical or vaudeville performance, motion picture show, indoor circus, concert, opera, contest, marathon, stunt, or any other transient attraction or transient entertainment not otherwise provided for in this chapter, either as principal or agent, in the open air, in a tent or clubroom, or elsewhere than in a regularly established and licensed theater, whether or not an admission fee is charged, wherein such attraction or entertainment is conducted or exhibited as an independent business or entertainment and not as a part of any other business, shall pay a license tax of $50 per day.

(B) Any license required by this section shall be subject to the provisions of § 6-1.21 of this chapter.
('61 Code, § 6-1.76) (Ord. 228 N.S., passed - -)

§ 6-1.77 (REPEALED).

§ 6-1.78 (REPEALED).

§ 6-1.79 (REPEALED).

§ 6-1.80 (REPEALED).

§ 6-1.81 (REPEALED).

§ 6-1.82 (REPEALED).

§ 6-1.83 (REPEALED).

§ 6-1.84 (REPEALED).

§ 6-1.85 (REPEALED).

§ 6-1.86 WALKING SIGNS.

Every person who engages in the business of carrying in his or her hands or on his or her person on the streets, alleys, or public places in the city any banner, placard, or poster advertising or calling attention to any business carried on in the city shall pay a license tax of $5 per day.
('61 Code, § 6-1.86) (Ord. 228 N.S., passed - -)

§ 6-1.87 (REPEALED).

§ 6-1.88 (REPEALED).

§ 6-1.89 WRESTLING AND BOXING MATCHES.

Every person conducting, carrying on, or managing a sparring exhibition or wrestling match shall pay a license tax of $10 for each such match; provided, however, all applications for licenses for such matches shall be referred to the Council. The Council shall have the power to reject or refuse such applications.
('61 Code, § 6-1.89) (Ord. 228 N.S., passed - -)

§ 6-1.90 ENFORCEMENT.

(A) It shall be the duty of the License Tax Collector, and he or she is so appointed and directed, to enforce each and all of the provisions of this chapter, and the Police Chief shall render such assistance in such enforcement as may from time to time be required by the License Tax Collector and the Council.

(B) The Collector, in the exercise of the duties imposed upon him or her by the provisions of this chapter, and acting through his or her deputies or duly authorized assistants, shall examine, or cause to be examined, all places of business and all persons in the city liable to pay a license tax to ascertain whether the provisions of this chapter have been complied with. The License Tax Collector and each and all of his or her assistants and any police officer shall have and exercise the power and authority to enter, free of charge, at any reasonable time, any place of business required by this chapter to be licensed and to demand the exhibition of such license for the current term by any person engaged or employed in the transaction of such business. Any person having such license certificate theretofore issued in his or her possession or under his or her control who wilfully fails to exhibit such license certificate on demand shall be guilty of a misdemeanor. It shall also be the duty of the License Tax Collector to determine any violation of this chapter due to failure to comply with its provisions at all, or due to evasions in full compliance therewith, and to promptly report such violations to the Council.
('61 Code, § 6-1.90) (Ord. 228 N.S., passed - -)

§ 6-1.91 REFUNDS.

(A) The license taxes, penalties, and costs collected and received by the city may be refunded as provided in this section, and not otherwise, if a signed and verified claim therefor is filed with the License Tax Collector within six months after the date of payment. Such refund may be allowed where the amount paid was in excess of the amount required by this chapter, where the amount paid was not required by law, where the applicant for any license or permit has not, at any time after the commencement of the period or term during which the requested license or permit would have been effective, commenced or engaged in the business or occupation or performed any act for which the license or permit was required, or where the money paid was not required by law or erroneously or illegally collected or received by the city through a mistake, inadvertence, or error of fact, and whether paid or charged under cover of any provision of this chapter or otherwise. Upon receiving such signed and verified claim, the License Tax Collector shall notify the Council at its next regular meeting. The Council shall grant its prior approval before any refund may be made. Before any refund may be made, the license or permit shall be returned to the License Tax Collector, if available.

(B) If any section of this chapter is repealed or amended, the Council, at is discretion, may refund a proportionate amount of the license tax paid.
('61 Code, § 6-1.91) (Ord. 228 N.S., passed - -)

§ 6-1.92 DIVULGING INFORMATION FORBIDDEN.

It shall be unlawful for any officer or employee of the city having an administrative duty under this chapter to make known in any matter whatever the business affairs, operations, or information obtained by an investigation of the records of any person licensed under this chapter, or the amount or source of income, profits, losses, expenditures, or any particulars thereof set forth or disclosed in any statement, or to permit any statement, or copy thereof, or any book containing any abstract or particulars thereof to be seen or examined by any person. The Council, however, by resolution, may authorize the examination of such statements by federal or state officers or employees if a reciprocal arrangement exists. Successors, receivers, trustees, executors, administrators, assignees, and guarantors, if directly interested, may be given information as to the items included in the amount of any license tax. Any unwarranted disclosure or use of such information by any officer or employee of the city shall constitute a misdemeanor, and such officer or employee shall be subject to the penalty provisions of this code.
('61 Code, § 6-1.92) (Ord. 228 N.S., passed - -)

§ 6-1.93 VIOLATIONS; PENALTIES.

Any person, whether as owner, servant, agent, or employee, violating any provision of this chapter, or wilfully failing or neglecting to comply with any of the terms, requirements, or provisions of this chapter, or directly or indirectly aiding or assisting in the violation of any term, requirement,

or provisions of this chapter, or knowingly or intentionally misrepresenting to any officer or employee of the city any material fact in procuring the license or permit provided for in this chapter shall be deemed guilty of a misdemeanor.
('61 Code, § 6-1.93) (Ord. 228 N.S., passed - -)

§ 6-1.94 CRIMINAL AND CIVIL ACTIONS AUTHORIZED FOR FAILURE TO PAY LICENSE TAX.

The conviction and imprisonment of any person for engaging in any business without first obtaining a license to conduct such business shall not relieve such person from paying the license tax to conduct such business, nor shall the payment of any license tax prevent a criminal prosecution for the violation of any provision of this chapter. No remedy used by the city shall bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.
('61 Code, § 6-1.94) (Ord. 228 N.S., passed - -)

CHAPTER 2: FILMING

Section

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§ 6-2.01 PURPOSE.

The purpose of this chapter is to encourage the motion picture, television, and video advertising industries to conduct their activities in the city by providing a convenient means by which persons within such industries may obtain necessary permits and approvals to conduct their activities, while at the same time providing sufficient regulation to protect the health, safety, and welfare of the residents and visitors of the county.
('61 Code, § 6-2.01) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL MOTION PICTURE, TELEVISION, and ***STILL PHOTOGRAPHY.*** Any and all activity attendant to the staging or filming of commercial motion pictures, television shows or programs, and commercial advertisements.

CHARITABLE FILMS. Commercial advertisements, motion pictures, television, videotapes, or still photography produced by a non-profit organization which qualifies under § 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, or photos produced by such an organization.

PERSON. Any natural person or persons, partnership, trust, corporation, association, society, club, or other entity.
('61 Code, § 6-2.02) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.03 PERMITS REQUIRED.

Except as may otherwise be provided in this chapter, no person shall use any public or private property, facility, or residence for the purpose of taking or filming commercial motion pictures, television pictures, commercial advertisements, or commercial still photography without first applying for, and obtaining, a permit pursuant to this chapter. Permits obtained pursuant to this chapter shall be in lieu of any other business license or permit required by this title.
('61 Code, § 6-2.03) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.04 EXEMPTIONS.

The following persons are exempt from the permit requirements of this chapter:

(A) Reporters, photographers, camera persons in the employ of a newspaper, news service, or similar entity, engaged in filming, photographing, or on-the-spot broadcasting of news events concerning those persons, scenes, or occurrences which are in the news and of general public interest.

(B) Persons engaged in the filming or videotaping of motion pictures solely for private family use.

(C) Persons taking or creating charitable films.
('61 Code, § 6-2.04) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.05 APPLICATION; FEE.

(A) To obtain a film permit, written application shall be made with the City Manager on forms provided therefor and accompanied by the appropriate film permit fee. Every application for a film permit shall be verified by oath of the applicant.

(B) The following information shall be included in the application:

(1) The name of the owner and the address and telephone number of the place at which the activity is to be conducted;

(2) The inclusive hours and dates such activity will occur;

(3) A general statement of the character or nature of the proposed filming activity;

(4) The name, address, and telephone number of the person or persons in charge of such filming activity;

(5) The exact number of personnel to be involved in the activity;

(6) A statement as to use of any animals or pyrotechnics; and

(7) The exact amount and type of vehicles or equipment to be involved in the filming.

(C) A filming permit application fee of $100.
('61 Code, § 6-2.05) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.06 APPLICATION REVIEW.

The City Manager or his or her designee shall approve and issue, with or without conditions, a filming permit upon a satisfactory demonstration by the applicant that traffic, crowd control, and other factors affecting the public health, safety, and general welfare will be adequately mitigated. The City Manager or his or her designee shall consult with the Police, Fire, Engineering, Planning, and other city departments as may be appropriate, regarding special conditions of approval which may be necessary in order to protect the public health, safety, and welfare with respect to the requested permit. Special conditions of approval may be attached to the permit in order to assure the health and safety of all persons, avoidance of undue disruption of all persons within the affected area, the safety of property, and the avoidance of traffic congestion at particular locations.
('61 Code, § 6-2.06) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.07 GENERAL REQUIREMENTS AND CONDITIONS.

(A) Applicants shall submit permit applications at least two working days prior to the dates on which such persons desire to conduct an activity for which a permit is required by this chapter. If it appears that such activity may interfere with traffic or involve potential public safety hazards, the City Manager or his or her designee may require that the permit be submitted at least four working days in advance.

(B) The permittee shall be required to conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of filming at the scene and restored to the original condition before the permittee leaves the site.

(C) An applicant must obtain the property owner's permission, consent, and/or lease for use of property not owned or controlled by city prior to the issuance of the filming permit under this chapter. The City Manager or his or her designee shall require proof of such permission prior to the issuance of a permit.

(D) If the applicant must park equipment, trucks, and/or cars in areas where such parking is not safely permitted, then temporary "no parking" signs must be posted by the Department of Public Works. The permittee must consult with the Department of Public Works in advance of the filming date to coordinate the placement of such signs.

(E) For filming that affects traffic flow, the permittee shall use local law enforcement personnel to provide such traffic control and comply with all traffic control requirements deemed necessary by the Police Department.

(F) As a condition of approval of the permit, the permittee shall agree to reimburse the city for the costs of personnel and/or equipment utilized for the purpose of assisting the production. The City Manager, as a condition to the issuance of the permit, shall require a cash deposit for such costs.

(G) Before a permit is issued under this chapter, a certificate of insurance must be on file with the City Manager in an amount not less than $1,000,000 and naming the city as a co-insured providing protection against claims for personal injuries, wrongful death, and property damage. The certificate or policies of insurance shall provide they are not subject to cancellation or modification until after 30 days prior written notice has been given to the city. A copy of the policy of insurance must remain on file with the city at all times relevant to the permit.

(H) As a condition of the issuance of the permit, the applicant shall execute a hold harmless agreement prior to the issuance of the permit under this chapter.

(I) To insure clean up and restoration of the filming site, the City Manager may require an applicant to post a refundable faithful performance bond or cash deposit, in an amount determined by the City Manager, at the time the permit is issued. Upon completion of filming and inspection of the site by city personnel, the bond or deposit shall be returned to the applicant if the clean up and restoration is complete and satisfactory.
('61 Code, § 6-2.07) (Ord. 556 C.S., passed 9-19-90)

§ 6-2.08 PERMIT NONTRANSFERABLE.

No permit issued pursuant to the provisions of this chapter shall be assignable or transferable nor shall any permit authorize any person other than those named therein to conduct any activities pursuant to the permit.
('61 Code, § 6-2.08) (Ord. 556 C.S., passed 9-19-90)

(1) Conviction of any crime punishable as a felony or of any crime of violence, any crime involving fraud, gambling, bookmaking, thievery, bunco, moral turpitude, or any crime involving evasion of taxes, or any other crime of moral turpitude indicating a lack of business integrity or business honesty whether committed in the State of California or elsewhere, whether denominated as a felony or as a misdemeanor and notwithstanding the passage of time since the conviction.

(2) Failure of the applicant to have a valid registration from the Attorney General of the State of California issued pursuant to the Gaming Control Act.

(3) Failure of the proposed business or activity to be operated in compliance with federal, state or city laws or regulations.

(4) Identification by any law enforcement agency legislative body or crime commission as a member of, or an associate of organized criminal elements.

(5) Knowingly making any false statement in the application, or as to any other information presented as part of the application process.

(6) Failure to satisfy the Council as to the source of funds to be invested in the proposed card room.

(7) Prior unsuitable operation as a card or gaming permittee in another jurisdiction without regard to whether disciplinary action was taken at that time or whether the acts were sufficient to justify revocation of a permit.

(8) Applicant does not have the financial capability or business experience to operate a card room in a manner which would adequately protect the patrons of the card room and the citizens of the City of Madera.

(9) Applicant is presently under indictment or the subject of a criminal complaint for any of the crimes described in division (N)(1) of this section.

(10) Making or causing to be made any statement in an application or document provided to the city or orally to a city officer, employee, or agent in connection with an application, which statement was at the time and in light of the circumstances under which it was made, knowingly false or misleading.

(11) Lack of evidence that there is adequate financing available to pay potential and/or current obligations and, in addition, to provide adequate working capital to finance the opening of the proposed card room.

(12) Failure of any person named in the application when summoned by the Council to appear and testify before it or its agents at such time and place as it may designate.

(13) Inadequate security measures are identified in the operations license application and/or use permit application.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.07 EMPLOYEE WORK PERMITS.

(A) It shall be unlawful for any licensee to employ any person to work in a card room without such person having been first registered with the Police Chief and issued a permit.

(B) Each card room employee shall present himself or herself at the Police Department during normal business hours, prior to commencement of any such employment, and be permitted. Each employee shall:

(1) Complete an application;

(2) Be fingerprinted;

(3) Present two full-face, 2-inch by 2-inch photographs of the employee;

(4) Provide any other information that the Police Chief or his designee may require; and

(5) Certify the contents of the application under penalty of perjury.

(C) The Police Chief is hereby authorized to obtain criminal history information for each employee seeking registration.

(D) A fee set forth in the Master Fee Schedule established by resolution of the Council and as amended from time to time, shall be paid together with the registration or renewal application.

(E) Within 90 days after receipt of the application containing the above information and the required fees, the Police Chief or his or her designee shall mail a written decision to the applicant either granting or denying registration and explaining the reason for denial.

(F) If the background investigation is not completed within the 30 day period, the Police Chief or his or her designee may grant a temporary permit pending a final decision based upon the outcome of the background investigation. The temporary permit shall include issuance of a temporary badge or identification card to the employee that shall be valid for a period not to exceed 60 days.

(G) The Police Chief or his or her designee shall provide each permitted employee with a permanent identification card to be known as a "Work Permit" which shall be displayed in accordance with the requirements of this chapter.

(H) Each permitted employee shall renew his or her permit with the Police Chief at least 90 days prior to the anniversary date of his or her initial registration and every anniversary thereafter. New identification cards will be issued as the city deems appropriate.

(I) The card room licensee shall inform the Police Chief of any change in employment status of a permitted employee within 24 hours of the effective date of the change in employment. A change in employment shall include termination of employment, leave of absence in excess of 60 days or any promotion or other change in positions job title or duties.

(J) *Grounds for Denial, Revocation or Suspension of Work Permit.* The Police Chief may revoke or suspend the registration of or deny registration to a card room employee or potential employee on any of the following grounds:

(1) The employee has been convicted of a crime involving lotteries, gambling, bookmaking, larceny, perjury, bribery, extortion, frauds theft, or embezzlement, or a crime involving moral turpitude, or has been convicted of being under the influence of, possession of, the sale or possession for sale of a controlled substance, prostitution, pimping, or pandering, or has been convicted of any crime substantially related to a service or entertainment business;

(2) The employee has committed any act involving dishonesty, fraud or deceit with the intent to substantially benefit the employee or benefit another, or substantially injure another;

(3) The employee has been refused, or has had revoked, any gambling, gaming or entertainment permit or permit by an agency or government within five years of the date of the registration application;

(4) The employee has violated any provisions of this chapter;

(5) The employee has violated any law or ordinance relating to the operation of a card room.

(6) The State Department of Gaming Control has entered an objection to the issuance of the work permit.

(K) *Denial, Suspension and Revocation of Work Permit.* If it appears at any time that good cause may exist for the Police Chief to deny registration of an employee, or to suspend or revoke an existing registration, the Police Chief shall provide the employee and the permittee with the opportunity for a hearing before the Police Chief to show cause why registration should not be denied, suspended or revoked.

(1) In the case of denial, suspension or revocation, the employee shall be given ten days from the date of mailing of the notice of denial, suspension or revocation to request a show cause hearing before the Police Chief. The employee shall be deemed to have waived the right to a show cause hearing if the Police Chief does not receive the employee's written request for a hearing within ten days of the date of mailing of the notice.

(2) The Police Chief shall schedule the hearing within 15 days after receipt of the request for a show cause hearing. The Police Chief shall mail notice of the time, place and date of the hearing to the applicant or employee and the employer within five days after receipt of the request for hearing.

(3) Technical rules of evidence shall not apply to the show cause hearing.

(4) If the Police Chief, on the basis of substantial evidence presented at the show cause hearing, finds good cause therefor, the Police Chief may deny registration to the employee or suspend or revoke the registration.

(5) In those extraordinary circumstances, wherein the Police Chief determines that immediate suspension or revocation is necessary as a result of accusations involving conduct resulting in great or irreparable harm or injury to the patrons thereof and/or the city or accusations involving conduct in need of immediate restraint to prevent great or irreparable harm or injury to the city, the Police Chief may issue a Notice of Revocation or a Notice of Suspension which shall be deemed effective immediately upon issuance.

(6) The employee shall have ten days from the date of such issuance of a Notice of Revocation or Notice of Suspension to request a hearing. The Police Chief shall schedule such a hearing within five days after receipt of the request for hearing under this division (K)(6). Technical rules of evidence shall not apply for such hearing. If the Police Chief, on the basis of substantial evidence presented at such hearing, finds good cause therefor, the Police Chief may uphold the Order of Suspension or the Order of Termination.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.08 HOURS OF OPERATION.

Card rooms shall be allowed to operate 24 hours per day seven days per week. Signs shall be conspicuously posted indicating the hours of operation in each premises.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.09 CARD ROOM LOCATIONS.

Card rooms licensed under this chapter shall be allowed to operate only at locations that have been previously approved and a use permit issued therefore in accordance with Section 10-3.405 (J) of the Municipal Code.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.10 AUTHORIZED NUMBER OF CARD TABLES.

The number of card tables authorized to be operated within the city shall be equal to:

(A) Twenty four, which consists of the number of card tables either in operation or which had been approved for operation by the city. Two of the card tables are authorized at the establishment currently known as La Primavera and 22 of the card tables are authorized at the Club 99 Casino, both in the City of Madera.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.11 TRANSFER OF INTEREST OF INTEREST-HOLDER IN CARD ROOM—PERMISSION REQUIRED.

(A) It shall be unlawful for any interest-holder, having any interest whatever, or at all, in the ownership of a card room, whether legal or equitable, or as trustor or trustee, or of whatever kind or character, to transfer or sell any interests in a card room to any person who is or by reason of such transaction would become an interest-holder, without the prior consent and permission of the Council.

(B) No licensee or interest-holder shall knowingly permit any individual, partnerships or other entity to make any investment whatever in, or in any manner whatever, participate in the profits of any licensed card room or any portion thereof, except in accordance with these requirements; provided, however, that the purchase or other acquisition of stock in a publicly-traded corporation shall not be deemed to be such an investment or participation unless by an interest-holder. Except as otherwise provided in division (D) of this section, a permittee which is a publicly-traded corporation shall not have responsibility with respect to any transfers, sales or assignments of shares of its common stock or other securities.

(C) No licensee or interest-holder shall knowingly permit any investment in any licensed card room operation or any portion thereof nor participation in the profits thereof by any person acting as agent, trustee, or in any other representative capacity whatsoever for or on behalf of another person without first having fully disclosed all facts pertaining to such representation to the Council. Except as otherwise provided in division (D) of this section, a licensee which is a publicly-traded corporation shall not have responsibility with respect to any transfers, sales or assignments of shares of its common stock or other securities. No person acting in any such representative capacity shall hold or acquire any such interest or participate without first having fully disclosed all facts pertaining to such representation to the Council and obtained written permission of the Council to so act.

(D) No transfer, sale or hypothecation of an interest, or new investment in an existing licensed card room shall be permitted until the Council has received, reviewed, and approved an application for transfer of an interest, and until each new interest-holder has been granted an interest-holder's permit authorizing the holding of such interest; provided, however, that no such approval shall be required for sales of stock of a publicly-traded corporation other than to an interest-holder. No money or other thing of value constituting any part of the consideration for the transfer or acquisition of any interest in a licensed card room operation shall be paid over, received or used prior to complete compliance with all prerequisites set forth in state law and this chapter; notwithstanding the foregoing, such funds may be placed in escrow pending completion of the transaction. Any loan, pledge or other transaction in an attempt to evade the requirements of this regulation may be deemed a violation and, as such, would constitute grounds for disapproval of the interest transfer.

(E) Any party desiring to buy, sell, accept, transfer, assign or otherwise hypothecate any interest of an interest-holder (other than stock of a publicly-traded corporation to a person other than interest-holder) in a licensed card room shall file with the Finance Director, on forms approved by the City Attorney, and furnished by the Finance Director, a written application for permission to allow transfer of such interest. Each such application shall contain and clearly and truthfully set forth, under oath and/or affirmation, in addition to such other information as the Finance Director may require, the following:

(1) The date of the application;

(2) The true name of the applicant and personal history;

(3) The status of the applicant as being an individual, partnership, corporation or other entity;

(4) The residence and business address of the applicant;

(5) If the applicant is other than an individual, the name, residence and business address of each co-partner, co-partnership, shareholder or other interest-holders;

(6) The name of the licensed card room and the names of the existing interest-holders from which a transfer of interest is sought;

(7) The number of interests and/or nature of interest sought to be sold, transferred, assigned or otherwise hypothecated;

(8) The source of funds to be used by the applicant in acquiring such interest;

(9) A statement that the applicant(s) understands that the application will be considered by the Council only after a full investigation and report have been made and the report of investigation forwarded to the Council;

(10) A balance sheet and income statement representing the financial condition of the applicant prepared in accordance with generally accepted accounting principles and submitted under penalty of perjury (but which need not be audited but must be dated no later than the end of the most recent fiscal year of applicant);

(11) The statements required by this division (E) shall be confidential, and the documents containing such information shall be deemed to be confidential documents, and shall not be open to public inspection, but shall be available only to those city officials having direct jurisdiction where any matter relating thereto may be actually pending, except that the names and cities and states of residence and business of such interest-holders shall be open to public inspection.

(F) Whenever an application pursuant to the provisions of this section has been filed with the Finance Director, the Finance Director shall immediately refer such application, or a true copy thereof, to the Police Chief, who shall promptly and diligently cause an investigation to be made as follows:

(1) A full and complete investigation of the applicant and each interest-holder whose names and addresses are shown upon the application;

(2) Concurrently with the filing of an application, each applicant shall be fingerprinted by the Madera Police Department and shall authorize the city to obtain any available criminal offender record information relating to applicant and shall further authorize the updating of that information at any time reasonably necessary, if the application is approved.

(3) It shall be the responsibility and duty of the City Administrator to supervise and direct the Police Chief to establish the necessary procedures to administer the provisions of this division (F); and

(4) The information received by the Police Chief pursuant to the provisions herein shall be treated as confidential.

(G) For the purposes of clarification, the application and assignment fees set forth in this section are for regulation, revenue purposes and reimbursement to the city for the costs of investigating and processing the applications, as provided for in this chapter, pursuant to the authority set forth in Article XI Section 5 of the Constitution of the State. Each such application for transfer of interest of an interest-holder to an applicant permittee shall be accompanied by a fee, payable to the city as follows:

(1) An application fee in the amount specified in the Master Fee Schedule designated in the Master Fee Resolution as amended by the Council from time to time, for each interest-holder permit applicant, which fee shall be retained by the city for the payment of the costs of the investigation of the applicant. This fee shall be the property of, and be retained by, the city, whether the permit and permission to transfer interest in the permit is granted or denied.

(2) An assignment fee in the amount of 5% of the gross sales price of the interest assigned, sold or transferred. In the event that multiple interests are assigned, sold or transferred, the allocation of the gross sales price for the purposes of this section, shall be agreed upon by the city and the permittee prior to completion of the transaction. A statement of gross income from the assignments sale, or transfer shall be audited by a Certified Public Accountant, and presented to the city along with the assignment fee.

(H) *Granting or Denial of Applications.* Whenever an application for a permit as required under the provisions of this section is presented to the Council and provided that the fees required by this section in connection therewith have been paid to the city the Council may consider such application on the basis of the following without being limited thereto:

(1) The financial stability of the applicant;

(2) Conviction of criminal offenses as denoted in § 6-3.06(N)(1);

(3) Investigational report by Chief of Police; and

(4) Any other information deemed by the Council to be matters of necessary inquiry.

(I) The Council may in its discretion, either grant conditionally grant or deny the interest-holders permit applied for under this § 6-3.11.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.12 BACKGROUND UPDATES ANNUALLY.

All interest-holders, key management employees, and employees of card rooms shall have their background and criminal history investigations updated annually or as the city may require upon showing of reasonable justification.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.13 REVOCATION, SUSPENSION AND OTHER PENALTIES.

All licenses and permits issued under the provisions of this chapter shall be subject to revocation, suspension, or other appropriate penalties upon the occurrence of any of the following conditions:

(A) The licensee or permittee has violated any provision of this chapter or failed to pay timely any fees due under this chapter; or

(B) The licensee or permittee has violated any term or condition upon which such permit was issued; or

(C) The licensee, permittee, interest-holder, key management employee, or an employee has violated any statute or ordinance which violation relates to the establishment, maintenance or operation of the card room authorized by such permit; or

(D) The licensee or permittee has transferred any stock without approval of the city; or

(E) A licensee or permittee fails to make and file any statements as required by this chapter or the permit within the time required, or pay timely any sums due under the provisions of this chapter, or refuses to do either or both upon reasonable request; or

(F) The licensee or permittee has knowingly made false statements on any filing, registration or statement required under this chapter; or

(G) The operation of the card room violates the city's zoning, fire, building or other ordinances or regulations, or other applicable local, state, or federal laws or regulations; or
The operation of the card room substantially aggravates the crime problems in the area, makes law enforcement unduly difficult, or is otherwise detrimental to crime prevention or to the public peace. health or safety in the area.

(H) In making the determination of whether to revoke or suspend a license or to apply other appropriate penalties, the city may consider, but is not limited to the following factors:

(1) Any criminal convictions of the licensee, interest-holders, key management employees, or employees, involving lotteries, gambling, bookmaking, larceny, perjury, bribery, extortion, fraud, theft, embezzlement, or crimes involving moral turpitude, or convictions of the sale, possession for sale, or possession of a controlled substance, prostitution, pimping, or pandering, or convictions of any crime substantially related to a service or entertainment business;

(2) The commission of any act by the card room licensee, interest-holders, key management employees, managers or employees involving dishonesty, fraud or deceit with the intent to substantially benefit himself or herself or another, or substantially injure another;

(3) Whether the card room licensee, interest-holders, managers, key management employees, or employees have previously operated in this or another state under a gambling, gaming or similar license or permit that has been revoked or suspended, the reasons therefor, and the actions of such person thereafter;

(4) Whether the card room licensee, interest-holders, managers, key management employees, or employees in this or another state has been denied a gambling, gaming or similar permit or permit the reasons therefor, and the actions of the persons and owners thereafter;

(5) The business and credit history of the card room licensee and owners;

(6) The nature of the conduct involved in the violations upheld;

(7) The duration of the conduct giving rise to the violations;

(8) The number of instances of violations involved. and whether or not the violations are part of a pattern of violations;

(9) Whether the violations were deliberate or inadvertent;

(10) The degree, financial or physical, of injury to any victim, or which was proximately caused by the violation;

(11) The motivation of the person(s) who committed the violations;

(12) Restitution provided to any victim; and

(13) Restitution provided to the city for the costs of enforcement or prosecution of any violations or injuries.

(I) Where appropriate, in addition to or in lieu of a suspension or revocation penalty, the city may impose other appropriate penalties, including but not limited to monetary penalties, restitution to victims, including the city, and modifications and limitations on the terms and conditions of the permit or license.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.14 NOTICE OF DECISION TO REVOKE OR SUSPEND.

(A) Upon determination of the existence of any of the conditions stated in §§ 6-3.13 et seq. or which warrant action, the Police Chief shall issue a "Notice of Decision to Revoke or Suspend Card Room Operations License to the Licensee."

(B) The Notice of Decision to Revoke or Suspend shall state all grounds and reasons upon which the suspension or revocation, is based.

(C) The Notice of Decision shall be mailed to the licensee at the address stated on the permit.

(D) The Decision shall be effective 15 calendar days after mailing of the Notice of Decision unless the licensee files a written Notice of Appeal with the Police Chief before the close of business on the fourteenth day.

(E) In those extraordinary circumstances, wherein the Police Chief determines immediate suspension or revocation is necessary as a result of accusations involving conduct resulting in great or irreparable harm or injury to the city or accusations involving conduct in need of immediate restraint to prevent great or irreparable harm or injury to the patrons thereof and/or the city, the Police Chief may proceed to issue a Notice of Revocation or a Notice of Suspension in accordance with this section and without compliance with the procedures set forth in division (D) of this section. A notice issued under this division (E) shall be deemed effective immediately upon issuance.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.15 APPEAL OF NOTICE OF DECISION.

(A) The licensee may appeal the decision to revoke or suspend by filing a written Notice of Appeal with the City Administrator not later than 14 calendar days after service of the Notice of Decision to Revoke or Suspend Card Room Permit.

(B) The Notice of Appeal shall set forth all of the specific grounds of appeal and shall admit or deny each determination in the Notice of Decision.

(C) If the permittee fails to file a Notice of Appeal to the City Administrator within 14 calendar days or withdraws said Notice subsequent to filing it, the suspension or revocation shall become final and take effect immediately.

(D) Any allegation in the Notice of Decision which is not specifically denied in the permittee's Notice of Appeal shall be deemed admitted.

(E) For purposes of this section, the Notice of Appeal is considered filed upon receipt by the City Administrator.

(F) *Appointment Of Administrative Hearing Officer.* Hearings to appeal a Notice of Decision shall be conducted by an Administrative Hearing Officer selected by the City Administrator.

(1) The Administrative Hearing Officer shall be:

(a) A State of California administrative law judge;

(b) A retired judge of the state of California; or

(c) A hearing officer employed as such by the city.

(G) *Time Of Appeal Hearing.* Where a Notice of Appeal has been filed, an Appeal Hearing shall be conducted as soon as reasonably possible.

(H) *Notice Of Appeal Hearing.* The City Administrator shall provide the permittee with written notice of the time, date and place of the Appeal Hearing and the name of the Administrative Hearing Officer not less than ten working days prior to the date of the hearing.

(I) *Conduct Of The Hearing.* The Appeal Hearing shall be conducted by an Administrative Hearing Officer appointed pursuant to division (F) of this section. The Appeal Hearing shall be conducted in accordance with the following procedure:

(1) Oral evidence shall be taken only on oath or affirmation.

(2) Both the city and the licensee shall have the right to call and examine witnesses; to introduce exhibits; and to rebut the evidence against any witness.

(3) Technical rules relating to evidence and witnesses shall not apply. Reliable hearsay evidence and any and all other evidence which the Administrative Hearing Officer deems relevant and not unduly repetitious may be admitted and considered.

(4) The Appeal Hearing shall be de novo. The Hearing Officer shall base his or her decision on the factors set forth in § 6-3.13.

(5) In cases where the decision of the Police Chief to revoke or suspend is based upon a criminal conviction, the fact of whether or not there was a conviction shall not be an issue for decision by the Administrative Hearing Officer. The facts underlying a criminal conviction shall be deemed to have been proven and shall not be subject to dispute at the Appeal Hearing.

(J) *Subpoena Authority.* The Administrative Hearing Officer shall have the power to issue subpoenas and require the attendance of witnesses, and the production of books, papers, and any other evidence relevant to the Appeal Hearing.

(K) *Record Of Administrative Hearing.* A record of the Appeal Hearing consisting of a tape recording of all oral evidence, arguments and rulings, along with all exhibits offered and/or admitted into evidence and the written decision of the Administrative Hearing officer shall be made by the Administrative Hearing officer and shall be maintained by him or her until all administrative and judicial appeals on a Notice of Decision have been concluded.

(L) *Representation For Licensee And City.* The licensee is entitled to be represented at the Appeal Hearing by legal counsel or by any other person of the licensee's choosing. The city is entitled to be represented at the Appeal Hearing by the City Attorney or other legal counsel.

(M) *Failure To Appear.* Failure of the licensee or the licensee's representative to appear at the Appeal Hearing shall be deemed a withdrawal of the licensee's Notice of Appeal and the Decision of the Police Chief shall become final and take effect immediately. Within ten calendar days after the effective date of such Decision, such licensee may file with the Administrative Hearing Officer a written request for relief from its failure to appear. After review of such request and of any rebuttal offered by city, the Administrative Hearing Officer may reinstate the appeal and set a new date for the Appeal Hearing on finding there is good cause for the failure to appear.

(N) *Appeal Hearing Determination.* The Administrative Hearing Officer shall within 30 working days of the close of the hearing, submit to the City Administrators the City Attorney and the licensee a written statement of decision, together with written findings of fact upon which such decision is based.

(O) *Decision Final.* The decision of the Administrative Hearing Officer shall be final.

(P) The decision of the Administrative Hearing Officer shall be deemed an adjudicatory decision and the provisions of Section 1094.6 of the California Code of Civil Procedure shall be applicable.

(Q) A challenge to an Administrative Hearing Officer's decision may be sought by either the city or the licensee pursuant to California Code of Civil Procedure Section 1094.6.

(R) *Cost Of Appeal Hearing.* The cost of the Appeal Hearing, including but not limited to the charge for the cost of the services of an Administrative Hearing Officer, the cost of creating the record of the Appeal Hearing, and the cost of subpoena service on all witnesses called by the licensee, shall be borne by the licensee.

(1) A deposit of estimated costs, as determined by the City Administrator, shall be required from the licensee prior to the Appeal Hearing. Failure to provide the deposit shall be deemed a waiver of the appeal.

(2) The licensee shall be presented with a bill itemizing the costs to be paid after the Administrative Hearing Officer issues his or her decision. Any part of the deposit not expended shall be returned to the licensee within 30 days of the decision. Any amounts due in excess of the amount deposited shall be paid by the licensee within 30 days. The fee for the Appeal Hearing shall be considered to be a civil debt of the licensee which is due and payable at the time of presentation of the bill to the licensee after the hearing.

(S) *New Application Upon Revocation.* In the event of revocation, such licensee shall not be entitled to apply for a new permit.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.16 ANNUAL LICENSE/PERMIT FEES.

The Council hereby determines that an annual fee is payable with respect to all licenses and permits issued pursuant to the provisions of this chapter, which fee shall be payable annually on the anniversary date of the card room operations license. Annual license and permit fees in the amounts specified in the Master Fee Schedule designated in the Master Fee Resolution, as amended by the Council from time to time, shall be payable in advance of the beginning of each fiscal operating year of the card room in which card room operations are to be conducted. All annual license and permit fees shall become the absolute property of the city and shall not be refunded due to the cessation of, or failure to begin such businesses, whether voluntary or involuntary.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.17 GROSS REVENUE LICENSE FEES.

(A) In addition to the license/permit fees previously prescribed each licensee licensed pursuant to the provisions of this chapter shall pay to the city a monthly fee equal to a percentage of the gross revenue of the permittee received from the card room operation. The percentage shall be established by resolution of the City Council. Such payment shall be made to the city not later than 15 days after the end of each month during which such gross revenues on which it was computed were received by the licensee.

(B) Each licensee shall file with the Finance Director before the 15th day following the end of each month a statement, under oath, showing the true and correct amount of gross revenue derived from the card game business licensed by the license issued to or held by such permittee for the preceding month. Such statement shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by the payment of the correct amount of license fees due and owing in accordance with the provisions of division (A) of this section, and such sums correctly reflecting the monthly fees payable for the preceding month shall be accepted by the city, subject, however to the right of the city to audit the matters reported in the statement to determine the accuracy of the figures contained therein and whether or not the correct amount payable to the city has been paid.

(C) In addition, a signed declaration certification shall be attached to the statement, or included therein which declaration shall be substantially in the following form:

(1) "I hereby declare under penalty of perjury that the foregoing is true and correct."

Licensee, managing partner, or owners,
(Strike out the titles which are not applicable.)

(D) On or before October 31 of each year the licensee shall provide the city with a balance sheet and a statement of revenue for the period from July 1 of the previous year through June 30 of the then current year. This statement shall be audited by a Certified Public Accountant who will provide an opinion as to the accuracy and correctness of the statements provided.

(1) In the event that the amount of gross revenue reported in the licensee's annual statement is more than the total gross revenue reported in the monthly statements previously received by the city the gross revenue fee shall be applied to the difference and shall accompany the annual statement. In addition to the gross revenue permit fee, if the difference exceeds 1% of the annual gross revenues, a penalty of 25% of the additional fee due shall also be due and payable upon submission of the annual statement of gross revenues.

(2) The books, records, and accounts of any card room may be audited by the city. Such an audit shall be performed by a person designated by the Finance Director. Any information obtained pursuant to the provisions of this section or any statement filed by the licensee shall be deemed confidential and shall not be subject to public inspection. Such shall be available only to those city officials having jurisdiction over the provisions of this chapter and to any court of competent jurisdiction where any matter relating thereto may be actively pending.

(3) Any failure or refusal by any such licensee or permittee to make and file any statement as required within the time required, or to pay such sums by way of application fees, license or permit fees when the fees are due and payable in accordance with the provisions of this chapter, or to permit an inspection of such books, records, and accounts of licensee shall be and constitute full and sufficient grounds for the suspension and revocation of the permit or license of any such licensee.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.18 RECORDS, REPORTS AND SUPPLEMENTAL INFORMATION.

(A) Each licensee shall make and maintain complete, accurate and legible records of all transactions pertaining to revenue. Such records shall include but not be limited to a general ledger maintained in accordance with generally accepted accounting principles, together with appropriate supporting records such as cash receipts and disbursement logs and journals, payroll journals, canceled checks, and original paid invoices. General ledgers and all other records shall be maintained in a fashion suitable for producing financial statements in accordance with generally accepted accounting principles. These ledgers and records shall be maintained for at least five years after the end of the card room's fiscal operating year to which they apply and shall be made available for examination and copying by the city or its designee upon request.

(B) In the event information requested of a licensee can be furnished only by someone other than the licensee (such as a landlord, supplier or an accountant), the licensee shall make every bona fide effort to obtain such information as requested and furnish the same or have it furnished directly by the person who has made the information available.

(C) In addition to such other information and data required by this chapter, each licensee shall maintain the following if a partnership or corporation:

(1) A schedule showing the dates of capital contributions, loans or advances, the names and addresses of the contributors and percentage of ownership interest held of record by each.

(2) A record of the withdrawals or distributions of funds or assets, to partners or stockholders.

(3) A record of salaries paid to each partner, stockholder and key management employees.

(4) A copy of the partnership or corporate agreement, certificate of limited partnership and accurate corporate stock transfer book, if applicable.

(5) Copies of any and all public filings required by the Securities Exchange Commission.

(6) In addition to such other information and data required by this chapter, each card room licensee shall maintain the following if a sole proprietorship:

(a) A schedule showing the name and address of the proprietor and the amount and date of his or her original investment.

(b) A record of subsequent additions thereto and withdrawals therefrom.

(D) The records required to be kept by this chapter shall be in ink or other permanent form of recordation.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.19 ACCESS TO RECORDS AND FACILITIES.

(A) Notwithstanding the audit requirements specified in this chapter, the licensee shall allow the City Administrator or his designee unrestricted access to all books, records, and facilities pertaining to the card room, including but not limited to cash counting rooms. Any information obtained pursuant to this section or any statement filed by the card room licensee or other permittees shall be deemed confidential and shall not be subject to public inspection except in connection with the enforcement of the provisions of this chapter. It shall be the duty of the City Administrator to preserve and keep such statements so that the contents thereof shall not become known except to the persons charged by law with the administration of the provisions of this chapter or pursuant to the order of any court of competent jurisdiction.

(B) Any failure or refusal of any licensee or permittee to make and file any statement as required within the time required, or to permit inspection of such books, records, accounts and reports, of such licensee or permittee in accordance with the provisions of this chapter shall be and constitute full and sufficient grounds for the revocation or suspension of the license or permit of any such licensee or permittee.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.20 RULES AND REGULATIONS.

(A) Each and all of the games conducted or operated in the city pursuant to the provisions of this chapter shall be conducted and operated in full conformity with, and subject to, all the provisions of federal, state and local laws.

(B) Fees may only be collected for the playing of permissible games either through a time rental fee for occupancy at a card table or a predetermined fixed fee assessed of all players at a card table and collected prior to the playing of a hand.

(C) No card room licensee, owner or employee shall knowingly permit or allow any person under the age of 21 years of age at any time to be in or upon the card room premises; except that a person under the age of 21 years of age, when accompanied by his/her parent or legal guardian who is 21 years of age or older, may be permitted to be in the restaurant area of the card room premises only when there for purposes of eating. In order for persons under the age of twenty-one years of age to be allowed to be present in the restaurant area of the card room the restaurant must be in a room or area separated from the gaming area of the card room premises. Under no circumstances is a person under the age of 21 years of age allowed to be in any other area of the card room except as necessary to travel directly to and from the restaurant when accompanied by a person who is 21 years of age or older.

(D) For purposes of this section a "room or area separated from the gaming area of the card room premises" means a room or area completely separated from the gaming area by walls which are at least five feet in height. The room or area shall contain no card tables. There shall be no more than one doorway of no more than seven feet in width for entry from or exit to the gaming area.

(E) No card room licensee, owner or employee shall permit the farming out, assigning, leasing, renting, or subletting of any games or card tables on premises lawfully licensed pursuant to the provisions of this chapter.

(F) This section shall not preclude any profit sharing with employees or preclude use of a management company.

(G) The playing of all games permitted under this chapter shall be confined to the approved card playing area of each licensed card room as set forth in the license and no playing of any games shall be permitted in any other area or location.

(H) *Permissible Games.* A list of "permissible games" including any specific rules thereto shall be adopted by Resolution of the Council.

(1) No game shall be played at any card room unless it is listed as a permissible game.

(2) All permissible games shall be played in strict conformity to California Penal Code Section 330, and all other state gaming laws.

(3) The licensee shall file with the Police Chief for the Police Chief's approvals the rules on how each game and variation thereof is to be played. The licensee shall allow the playing of permissible games only in strict conformity with the rules approved by the Police Chief.

(4) All other games of chance are hereby prohibited.

(I) *Game Rules.* The rules describing how each game conducted on the premises is to be played shall be posted on the premises of the card room in a conspicuous place. Printed copies of the rules shall also be easily available to the public.

(1) The rules which are posted and made available to the public shall be identical to the rules provided to the Police Chief pursuant to the requirements of this chapter.

(2) The rules shall be made available in English, Spanish, Vietnamese, Hmong, Lao, Cambodian, and any other language as requested by a patron.

(3) No card room licensee, owner or employee shall permit any person to play in any game at any time while such person is obviously under the influence of intoxicating beverage, narcotic or drug.

(J) *Exclusion of Persons from Card Rooms.*

(1) A card room licensee shall not allow entry and shall exclude or eject from the premises any person who has been engaged in or been convicted of bookmaking, loan sharking, the sale of controlled substances, illegal gambling activities, prostitution, pimping, pandering or whose presence in or about such card room would be inimical to the interests of legitimate gaming.

(2) No card room licensee, owner or employee shall permit any person to enter a card room while such person appears to be obviously under the influence of any intoxicating beverage, narcotic or drug.

(3) Any person refused entry, excluded, or ejected by a card room may appeal to the City Administrator as to whether the conditions for exclusion or ejection as set forth in division (J) of this section are applicable. The City Administrator shall appoint a hearing officer who shall conduct a hearing at which time both the person excluded and the licensee may present evidence. The decision of the hearing officer shall be final. The card room licensee and appellant shall reimburse the city for the cost of holding such hearing.

(K) Complimentary or reduced priced alcoholic drinks shall be prohibited in the card room premises.

(L) A notice setting forth the procedure for making and/or filing complaints by patrons of the card room shall be prominently posted on the premises. Such complaint procedure shall at a minimum include provisions for logging in the verbal and written complaints, the name, address, and telephone number of complainant, and a mechanism for transmitting such log to the Police Department on a daily basis.

(M) *Limits on Bets and Wagers.* No card room licensee, owner or employee shall allow any persons playing in any game to make any single bet or wager in excess of $2,000 or at any time during any game to permit an ante in excess of $200 total sum anted by players participating in the game. Notwithstanding this provision, the Council may, by resolution, set a lower wager limit than the maximum listed herein on a game by game basis.

(N) *Identification Card Display.* It shall be unlawful for any card room owner or employee to be physically present at any time upon said premises without having prominently displayed his or her own personal identification card issued by the Police Chief pursuant to this chapter identifying such person with the card room.

(1) The identification card shall be prominently displayed on the outermost garment at approximately chest height. Such identification card shall at all times be in good and readable condition.

(O) *Employment of Persons To Stimulate Play Prohibited.* It shall be unlawful for any card room licensee, owners interest-holder, manager, key management employee, or employee to engage in or persuade any person to play cards for the purpose of stimulating play where such person is to receive any compensation or reward, whether financial or otherwise, present or promised; or where such reward or revenue is to be diverted to the card room licensee or owner except as allowed under division (O)(1) of this section.

(1) The licensee may utilize proposition players. A proposition player must wear a badge at all times identifying the player as an employee of the licensee. Other than compensation for the time spent in acting in such activities as an employee of the licensee, no gifts, rewards or any other thing of value shall be given to the proposition player by the card room licensee, owner, interest-holder, manager, key management employee or employee.

(P) It is unlawful for any card room licensee, owner or employee to engage in the lending of money, chips, tokens or anything of value, either real or promised, to any person for the purpose of allowing that person to eat, drink or engage in any game or gambling on the premises.

(Q) It is unlawful for the card room licensee, owner or employee to cash any personal check which does not state the amount on the face of the check.

(R) *Operation of House Deposit or Credit System Prohibited.* It shall be unlawful for any card room licensee, owner or employee to operate, maintain or purport to maintain any house, player or employee deposit or credit system or any system similar thereto, whereby a person may deposit, draw or maintain any account or credit of money, checks or any other item or representation of value, except as expressly authorized pursuant to divisions (R)(1) and (2) of this section.

(1) The licensee shall be allowed to provide chips or other representations of value paid for in advance by the patron in cash or by personal check.

CHAPTER 3: CARD ROOMS

Section

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§ 6-3.01 PURPOSE.

The purpose of this chapter is to allow the continued operation of card rooms in the city and to comply with the new provisions of the state gaming laws and regulate card rooms in order to protect the public health, safety and welfare of the patrons of such facilities and the citizens and consumers in the city.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICANT. Every person, as defined under this code, filing an application with the city seeking a card room permit or any other permit required under this chapter.

BENEFICIAL INTEREST. Any interest in a card room held by the beneficiaries of a trust which, as part of the corpus thereof, holds a financial interest in such card room.

CARD ROOM. Any building or structure, or portion thereof, for which a card room operating license is obtained and in which legal gambling or gaming is conducted. The term shall include any restaurant, bar, assembly room, meeting room or office which is a part of or appurtenant to the room or rooms in which legal gambling or gaming is conducted. The term shall also include the business of operating the card room and those business enterprises which are a part thereof.

CARD ROOM OPERATIONS LICENSE. A license issued pursuant to this chapter allowing the operation of a card room.

CARD TABLE. Any table or any other surface upon which any game is played.

COMMENCE. To "commence", "initiate", "start", "open" and/or "establish".

CONDUCT. To "conduct", "transact", "maintain", "prosecute", "practice", "manage", "operate", "permit", "allow", "suffer" and/or "carry on".

CONVICTION OR CONVICTED. A plea of guilty, a final verdict of guilty or a conviction following a plea of no lo contendere.

COUNCIL. The Council of the City of Madera.

DAY. "Calendar day" unless otherwise expressly stated.

EMPLOYEE. Every person, who acts either as agent or employee of the permittee or under the direction of the permittee of any card room. A management corporation is an employee for purposes of this chapter.

FILING AND PROCESSING FEES. The imposition, pursuant to this chapter and/or any resolution of the Council, of fees and/or deposits to be used for the purpose of reimbursing the city for its costs of administering the provisions of this chapter.

FINANCIAL INTEREST. Any direct or indirect financial interest in the management, operation, ownership, profits or revenue (gross or net) of a card room. A direct financial interest means a monetary investment in a card room. An indirect financial interest means owning 1% or more of any entity, i.e., any business, corporation, joint venture, partnership or trust that in turn has a direct financial interest in a card room.

GAME. Legal gambling or gaming as defined below.

GROSS REVENUE. Includes seat rental fees, membership fees, table revenues, rental fees and charges, and any and all other gaming revenues derived from activities conducted on or within the card room premises.

INTEREST-HOLDER. Any person having a financial interest or beneficial interest in the licensee as well as all stockholders of any entity having a financial interest or beneficial interest in the licensee.

KEY MANAGEMENT EMPLOYEE. Includes any person, whether or not such person is a named officer director of the licensee, with the power to (i) direct operations and (ii) direct supervisory and several employees of a card room; any person with the actual or apparent authority to direct the counting of revenue generated by the card room, and any person employed or engaged by the licensee to manage the card room.

LEASE. Any formal or informal, written or oral contract or understanding or arrangement whereby any person operating a card room obtains the use or possession of any property, real or personal, to be used, occupied, or possessed in connection with the conduct of games at any card room. The term "lease" includes without limitation, payments to an affiliated person under a real property lease, a personal property lease, an unsecured note, a deed of trust, a mortgage, or trust indenture.

LEGAL GAMBLING OR GAMING. Any card game played for currency, check, or any other thing of value which is not prohibited and made unlawful by Chapter 9 (commencing with Section 319) or Chapter 10 (commencing with Section 330) of title 9 of Part 1 of the Penal Code or by this chapter.

LESSOR. Any person who leases any property, real or personal, to a person operating a card room for use in connection with the conduct of games or related activities.

LICENSEE. The person or entity to whom a card room operations license is issued.

MANAGER. Any agent or employee of a licensee whose duties include but may not be limited to the following: The making or changing of a policy, hiring or firing employees, and/or generally exercising independent judgment in the operation of the card room. A manager need not have a financial interest in the licensee.

PERMIT FEES. All fees levied upon each licensee and permittee pursuant to this chapter.

PLAYING CARDS OR CARD GAMES. The participation in legal gambling or gaming at a card room.

PREMISES. Land together with all buildings, improvements, and personal property located thereon and related to card room use.

SECURITY DEPOSIT. Any security or deposit required by this chapter to ensure the prompt and full payment of any permit fees imposed by the city pursuant to this chapter.

WORK PERMIT. A permit issued pursuant to this chapter authorizing a person to be an employee of a card room.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.03 CONFORMANCE WITH STATE LAW.

(A) Every card room operated within the city shall be regulated by the city concurrently with the state as permitted in the Gambling Control Act as codified in section 19800 et seq. of the Business and Professions Code effective January 1, 1998 as amended from time to time.

(B) In conformance with state law, the playing of percentage games is not permissible. Any fees paid by patrons of card rooms shall not be tied to the amount of a player's bet, the size of the pot, winnings that may be collected or money that changes hands among players at the table.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.04 EXISTING CARD ROOM BUSINESS LICENSES CONTINUED.

(A) Each card room business license in effect on January 1, 1998 shall be continued in force provided that the licensee does not become subject to revocation under this chapter or § 6-1.17 and the number of tables, the games played, the location and the licensee, are not amended in any way.

(B) This chapter does not create any vested or other property right of any kind in the licensee, interest-holder, key management employee, or other person. The city reserves the right to, at any time, amend, modify or repeal the provisions of this chapter and to otherwise regulate or prohibit any privileged exercised hereunder. This reservation includes but is not limited to the right of the city to amend, from time to time, a permit or license issued pursuant to the terms of this chapter by resolution of the Council.

(C) Notwithstanding any other provisions of this chapter, should the location of any of the previously approved card rooms listed in § 6-3.10 be acquired through eminent domain, then such card room licensee shall have the right to relocate such card room consistent with the provisions of this chapter. Such relocation shall not allow the expansion of the number of card tables.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.05 CONFIDENTIAL DISCLOSURE UNLAWFUL.

It shall be unlawful for any individual to disclose to any unauthorized person any data or information required under the provision of this chapter or other laws to be kept and maintained confidential.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.06 CARD ROOM OPERATIONS LICENSE APPLICATION.

(A) *Other Permits/Licenses Required.* All interest-holders, key management employees, managers and employees shall apply for and be issued permits after an individual personal background investigation prior to operating or working in a card room.

(B) All individuals and entities must first obtain a business license, card room operating license and have a use permit for the address at which they intend to operate a card room prior to commencing operations and card room gaming activities within the city.

(C) Any person desiring or proposing to commence or conduct any business, activity, enterprise or undertaking pertaining to or involving a card room, shall file an application with the Finance Director using such forms as are provided by the city. Each application shall contain and each applicant shall execute a statement as follows. "The undersigned applicant(s) declare under penalty of perjury that the foregoing is true and correct."

(D) The card room operations license, if granted, will be issued only in the name of an individual, a sole proprietorship, a partnership, or a corporation (such entity to be referred to as card room operations license applicant), and, the card room operations license shall require that, concurrent with the granting of the card room operations license, each interest-holder and key management employee of the card room operations license applicant shall make application for permits allowing such individuals or entities to be involved in the activities, profits and direction of the card room operation. Interest-holder permits shall be issued only in the name of an individual. City officials, city employees and relatives of Council Members, Department Directors and Management and Confidential employees shall not be eligible to apply for card room operations licenses, interest-holder permits or any form of employee permit or registration card. For purposes of this section, ***RELATIVES*** means any person who is related within the third degree to those city officials and employees listed above by blood or marriage, and includes a spouse, child, step-child, parent, grandparent, grandchild, mother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law and sister-in-law or another individual living in the same household.

(E) In addition to other information as may be required by said application forms for a card room operations license, the applicant shall complete and provide the following information in as great detail as is available or as the Finance Director or his or her designee may require:

(1) The date of the application;

(2) The true name of the applicant;

(3) The status of the applicant as being an individual, a sole proprietorship, a partnership or a corporation;

(4) If the applicant is an individual, the residence and business address and personal history record of such applicant;

(5) If the applicant is other than an individual, the name, residence and business address of each of the partners, stockholders who qualify as interest-holders and the name, residence and business address of each of the officers and directors of the entity. For purposes of this chapter such officers and directors shall be deemed "Managers" as defined above and shall be subject to all terms and conditions that managers are subject to;

(6) An application for an interest-holder's permit, including a personal history record, for every interest-holder who has, or is proposed to have, a financial interest, direct or remote, in the proposed card room operation;

(7) An application for a business license, including all information requested on said application form and any additional information deemed necessary by the Finance Director or his or her designee;

(8) An application for a key management employee's permit, including a personal history record, for each individual who is or is proposed to be a key manager of the proposed card room operation;

(9) An application for a manager's permit, including a personal history record, for each individual who is or is proposed to be a manager of the proposed card room;

(11) A description of the premises to be used in relation to card room activity including but not limited to card playing area, restaurants and parking;

(12) The number of card tables to be placed, employed or used;

(13) A description of any other business conducted or proposed to be conducted on the premises;

(14) A financial plan and source of funding for the development, including projected development cost;

(15) A statement of the applicant's experience in the operation and management of card rooms and/or other lawful gambling and/or other related activities;

(16) A three-year cash flow projection, which shall be a confidential document and not open to public inspection or disclosure. Said projection shall be prepared in conformity with generally accepted accounting principles;

(17) A statement that such premises will conform to all the laws of the state and the city for occupancies of the nature proposed;

(18) A complete description and layout of all security measures proposed in as great a detail as available, which shall be a confidential document and not open to public inspection or disclosure;

(19) A complete description of the internal accounting controls intended to be implemented at the location for which application is being made. Said description shall identify internal controls designed to verify gross receipts, daily deposits and protect against defalcation by employees, management and interest-holders.

(F) If the Finance Director or his or her designee determines that a landlord whose lease rental payments are based upon a percentage of the revenues or profits of the card room or financier thereof, by reason of the extent of his or her holdings or his or her inherent financial control cannot, in fact, be separated from the card room, and, that as a practical matter a single entity exists regardless of the apparent form of the organization, he or she may require that all such individuals be designated interest-holders and subject to all investigatory, financial and background reporting procedures established by this chapter for card room interest-holders. Any such determination shall not, however, be deemed to make any such lessor an owner or operator of the card room for purposes of this chapter.

(G) Each applicant for a card room operations license, an interest-holder's permit, a manager's permit, or a key management employee's permit shall include the following:

(1) A statement that the applicant understands that the applicant shall be considered only after a full background investigation and report has been made by such members of city staff as are designated by the Finance Director;

(2) A statement that the applicant understands and agrees that any business or activity issued under such application shall be operated in full conformity with all the laws of the state and the laws and regulations of the city applicable thereto, and that any violation of any such laws or regulations in such place of business, or in connection therewith, may render any permit or permit therefor subject to immediate suspension or revocation;

(3) A statement that the applicant has read the provisions of this chapter and particularly the provisions of this section and understands the same and agrees to abide by all rules and regulations contained in this chapter;

(4) *A complete statement of financial position for each applicant.* The financial statements required by this division (G) shall be prepared in conformity with generally accepted accounting principles and shall be confidential documents not open to public inspection. Documents shall be available only to those officials and employees having direct jurisdiction involving the provisions of this chapter and to any court of competent jurisdiction where any matter thereto may be actually pending.

(5) Concurrently with the filing of their applications, the card room operations license applicant along with their interest-holder and key management employee permit applicants shall be fingerprinted by the Madera Police Department. Applicants shall authorize the city to obtain any available criminal offender record information relating to applicant and shall further authorize the updating of that information on an annual basis if a permit is granted. Each applicant shall provide two full-face, 2-inch by 2-inch photographs of the applicant for use in preparing the investigation documents.

(H) *Interest-holder and Key Management Employee Permit Application.* If an applicant for a card room operating license is a publicly-traded corporation, each person having a beneficial interest of at least 5% in the applicant corporation shall be identified and may be required to meet all the requirements for applicants and permittees.

(I) Each license and/or permit applicant shall be responsible for providing complete and accurate information and for signing the permit or license application. However, it shall be the responsibility of the card room business license applicant (or licensee for subsequent applications) to submit the completed applications and pay any additional fees.

(J) The applications for all interest-holders and key management employees shall be submitted as part of the application for the card room operations license. Failure to submit complete applications for each proposed interest-holder and key management employee may be grounds for denial or revocation of a card room operations license.

(K) *Application Fees.* The applicant(s) for a card room operations license shall pay the following fees at the time that the application is made with the Finance Director:

(1) A card room operations license application fee in the amount specified in the Master Fee Schedule as amended from time to time. Said application fee shall be retained by the city for the payment of costs of investigation.

(2) An interest-holders and key management employees permit application fee in the amount specified in the Master Fee Schedule as amended by the Council from time to time. Said application fee shall be retained by the city for the payment of costs of investigation.

(3) An employee work permit application fee in the amount specified in the Master Fee Schedule as amended by the Council from time to time. Said application fee shall be retained by the city for the payment of costs of investigation.

(4) A business license application fee in the amount specified in the Master Fee Schedule as amended from time to time. Said application fee shall be retained by the city for the payment of costs of investigation.

(5) Any use permit as required by Title 10 of this Code.

(L) *Application Review and Approval Procedures.*

(1) Whenever a card room operations license application pursuant to this chapter has been filed, the Police Chief or his or her designee shall cause an investigation to be made covering all matters relevant to the proposed activity of the applicant, individual interest-holders, key management employees and managers. Such matters may include but are not limited to the following:

(a) Identity character and background of the permit applicant, all individual interest-holders, and all key management employees and managers;

(b) Type and degree of security personnel and facilities to be provided;

(c) The financial stability of the interest-holders involved in the application and the financial ability of the applicant to comply with the conditions and requirements of the city and other governmental and legal requirements and conditions in the event the application is approved.

(2) Following the investigation, the completed report of the investigation together with the Police Chief's findings and recommendations shall be forwarded to the Council. The Council shall not consider any application for a card room operations license or individual permit applications related to the card room operation license applied for until the Police Chief's findings and recommendations have been completed and forwarded for review.

(3) At such time as the Police Chief forwards findings and recommendations to Council, the City Clerk shall give at least ten days' written notice of the time and place of the Council's hearing on the card room operations license to the applicant to every person whose name and address appears on the last equalized County Assessment roll as the owner of any property within 1,000 feet of the exterior boundaries of the premises of the proposed card room, and to every person filing with the City Clerk a written request for notice of any hearings relating to proposed card rooms.

(M) *City Council Hearing and Determination.*

(1) Upon the submission by the Police Chief of the report on the investigation and recommendations and findings related thereto, the Council shall have jurisdiction to consider such an application.

(2) During the public hearing on the application for a card room operations license, the Council shall consider the application, the Police Chief's report of findings and recommendations, including any report on the investigation along with written and public testimony. Within a reasonable time after the close of the hearing the Council shall make a determination on the application.

(3) The Council, by resolution, has the authority to either grant, conditionally grant or deny the card room operation license application. If the Council finds that the application shall be denied, the order will be accompanied by written reasons upon which the order is based. All such orders will be made public.

(4) It shall be possible for the Council to approve tentatively the application of a license applicant, but disapprove the application for a permit of one or more of the interest-holders or key management employees or managers. In such cases the Council can grant the license applied for subject to the condition that any interest-holder, key management employee or manager disapproved of, be removed as an individual having an interest or control in the card room. Compliance with the removal requirement shall be monitored, reviewed and approved by the Finance Director and the Police Chief prior to final issuance of the card room operations license.

(N) *Grounds for Denial.* The Council may, in its discretion, deny or condition a license, a license application, a permit or a permit application for any of the following reasons, without being limited thereto, or for any reason consistent with the general policy for this chapter:

(2) The licensee shall be allowed to accept a patron's chips or other winnings and provide the patron with a check drawn on the licensee's account for the amount of the patron's chips or other winnings.

(3) The dollar equivalent of any such chips or other representations shall be posted in the same manner as the game rules pursuant to this chapter. In the alternative the dollar equivalent may be placed prominently upon the face of each chip or other representation of value.

(S) All card room licensees shall make literature published by Gamblers Anonymous easily available in a visible location in the card room. If literature published by Gamblers Anonymous is available in English, Spanish, Vietnamese, Hmong, Lao, Cambodian, and any other language requested by a patron, the card room permittee shall be required to make such literature easily available.

(T) *Inspection of Premises.* All card rooms shall be open for inspection during normal business hours to the Police Chief, the Finance Director, the city auditor or their duly authorized representatives, without a search warrant.

(1) All card room records, including but not limited to papers, books of account, ledgers, audits, reports, personnel records, information stored in computers and on computer tape or disks, video tape, microfilm or microfiche, shall be available for inspection and copying during normal business hours to the Police Chief, the Finance Director or their duly authorized representatives without search warrant.

(U) It shall be unlawful for any individual player or other unauthorized person to enter any secure areas within the premises or for any operator, agent or employee of any duly permitted card room to permit any player or unauthorized person to enter any secure areas within the card room premises.

(V) It shall be unlawful for any patron or any other person not a permittee to bring cards into a card room. It shall be unlawful for any person other than a licensee, authorized employee or a patron then playing cards to have playing cards in his or her possession while in a card room. It shall be unlawful for any person in a card room other than on-duty employees with valid registration cards to have playing cards in his or her possession outside of a designated card playing area.

(W) It shall be the responsibility of the licensee, management and their employees to fully cooperate with card game surveillance and protection personnel in the detection, apprehension and identification of those individuals involved in cheating, fraudulent practices, or other unlawful practices. Management shall retain and deliver to the Police Department as evidence in arrests or detention, all playing cards and implements suspected of involvement in cheating. Management shall cooperate with card room surveillance personnel whether provided by a governmental policing agency, a city-contracted service, city-administered or licensee-assigned.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.21 NATURE OF FEES AND CHARGES.

For the purposes of clarification, the fees set forth in this chapter are for regulation, revenue purposes and reimbursement to the city for the costs of investigating, regulating and processing the applications, as provided for in this chapter, pursuant to the authority set forth in Article XI Section 5 of the Constitution of the State.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.22 AMENDMENTS.

(A) The Council reserves the right to add to, amend or repeal any of the rules and regulations set forth in this chapter, and to adopt additional rules and regulations.

(B) The Council further reserves the right to adopt by resolution additional emergency rules and regulations which shall become effective immediately upon adoption. Violation of any such emergency rules and regulations may constitute grounds for the suspension and revocation of the permits and permits issued pursuant to the provisions of this chapter.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.23 LIABILITY FOR CARDROOM SAFETY.

It is the intent of the City Council that the licensee and interest-holders in the licensed card room shall be liable for the security and safety of the patrons of the licensed card room operation. To the extent that California law permits recourse against the owner of an establishment for physical harm incurred by an individual while on or about the premises, the licensee and interest-holders shall be liable for said recourse.
(Ord. 684 C.S., passed 6-3-98)

§ 6-3.24 VIOLATION A MISDEMEANOR.

Any individual violating any of the provisions of this chapter or any of the rules and regulations set forth, established or promulgated in this chapter should be guilty of a misdemeanor.
(Ord. 684 C.S., passed 6-3-98)

Business License Workflow

1. Applications can be turned into Finance (UB)
    a. UB checks apps for completion
        i. If it is "Out of Town" app is given to BL to be processed
        ii. If it is "Local/In Town" they are sent with application to Planning
2. Planning will then check to see if they have everything that is needed to go forward
    a. Residential
        i. HOP
    b. Brick and Mortar
        i. Zoning
        ii. Signs
        iii. Other permits as needed
    c. After Planning has approved the location for said business the application goes to BL
3. BL will process the application
    a. After it has been entered into MUNIS a statement will go out
    b. The Customer can make the payment in UB/mail
4. After statement is mailed the other departments will need to approve in MUNIS (automatically notified through workflow)
    a. Planning
    b. Fire/Building
    c. Code Enforcement
        i. May need background/fingerprints depending on business
    d. Public Works
5. Once the account is paid, and approved by the departments, a license can be printed and mailed out to the business

BUSINESS OWNER CHECKLIST

BUSINESS NAME & ADDRESS: BL#

☐ **PLANNING DEPARTMENT**
BRANDI GARCIA: 559-661.5432
bgarica@madera.gov
NOTES:

☐ **CODE ENFORCEMENT**
FABELA CORTEZ: 559-661-5193
fcortez@madera.gov
NOTES:

☐ **BUILDING DEPARTMENT**
STEVE WOODWORTH: 559-661-5446
swoodworth@madera.gov
NOTES:

☐ **FIRE DEPARTMENT**
MATT TARR: 559-274-3925
mtarr@madera.gov
NOTES:

☐ **PUBLIC WORKS**
JOHN BOTWRIGHT: 559-661-5465
jbotwright@madera.gov
*IF BACKFLOW TESTING IS REQUIRED
NOTES:

☐ **POLICE DEPARTMENT**
CLAUDIA MENDOZA: 559-675-4203
cmendoza@madera.gov
*IF NO BACKGROUND CHECK IS REQUIRED
NOTES:

☐ **POLICE DEPARTMENT**
PAIGE GACAYAN & KARYN BURNS
559-675-4260

***BACKGROUND CHECKS REQUIRED FOR:**
Massage Therapist, Physical Therapist, Itinerant Peddler, Mobile Vendor, Photographer, Pawn/Second Hand Dealer Licenses, Security Guard, & Taxicabs

****CALL FOR AN APPOINTMENT**

ABC LICENSE	HEALTH DEPT	STATE BOARD OF EQ	FICTICOUS FILING	FED TAX ID
559-225-6334	MAIN NUMBER: 675-7823	800-400-7115	559-675-7720	800-829-4933
LIQUOR LIC	COPY OF CERTIFICATE REQUIRED	SALES TAX PERMIT		

PLEASE NOTE:

WHEN ALL ITEMS HAVE BEEN COMPLETED
PLEASE CONTACT THE BUSINESS LICENSE DEPT
businesslicense@madera.gov

Starting a Business in the City of Madera

A Step by Step Guide

Checklist for Starting Your Business in Madera

Starting a business can be a complicated but rewarding process. Here is a helpful, simplified checklist of the things you will want to address before starting your business.

1. Prepare a Business Plan

A business plan is the blueprint or road map for your business. Your business plan may also serve as a tool for raising money and is usually required when applying for a loan. The Small Business Administration also provides a step-by-step guide for starting a small business.

Small Business Administration
www.sba.gov

2. Find a Location

Whether you are looking for existing building space or undeveloped property, the Madera County Economic Development Commission maintains a list of available properties. It might also be beneficial to consult with a commercial realtor as part of finding the right location for your business.

Madera County Economic Development Commission
www.maderacountyedc.com
(559) 675-7768

3. Verify Zoning

Before you sign a lease or a purchase contract, make sure the property's zoning will allow you to establish the proposed business. It is also important to determine if the building you've chosen has been constructed in such a way as to readily house your business. Some buildings are constructed with specific uses in mind.

City of Madera Planning Department
(559) 661-5430

City of Madera Building Department
(559) 661-5440

4. Determine the Legal Structure of your Business

If you are establishing a corporation, you will need to file your incorporation documents and request corporate name availability through the State of California.

California Secretary of State
916-657-5448

5. Get Business Financing

Talk to an experienced banker to learn about the many options for financing a start-up or business expansion. After interviewing and choosing the banker that best meets your needs, be sure to discuss small business financing, equipment leasing, and equity capital options. The Madera Chamber of Commerce has a list of local banks you can start with.

Madera Chamber of Commerce
www.maderachamber.com

SCORE
www.centralvalley.score.org

6. Request a Madera Business License

All persons wishing to do business in the City of Madera are required to obtain a business license. Applications are processed between the hours of 8 am – 5 pm daily. All applications are charged a one-time nonrefundable application fee of $50, a $4 State ADA fee and tax. All applications are subject to approval by all applicable departments and are usually approved within three weeks. Once approved, a business license will be issued.

City Hall
205 West 4th Street
Madera, CA 93637
(559) 661-5408
www.madera.gov
businesslicense@madera.gov

7. Obtain Required Permits and Licenses

Check "Permits Made Simple" at CALGOLD for other State, Federal and Regional requirements.	**www.calgold.ca.gov**
Register a Fictitious Business Name - If you create a business with a name other than your own, you are required to register the "Fictitious Business Name" with the Madera County Clerk's Office.	**Madera County Clerk's Office** (559) 675-7724
Building Permit – required for construction, additions or remodels if any to ensure safety.	**City of Madera Building Department** (559) 661-5440
Sales Tax/Resale Permit – required for businesses selling products.	**State Board of Equalization** (800) 400-7115, www.boe.ca.gov
Federal Tax ID # - required for all businesses.	**Internal Revenue Services** (800) 829-4933, www.irs.gov
State Tax ID# - required for all businesses.	**Employment Development Dept.** (888) 745-3886, www.edd.ca.gov
Sign Permit – to receive approval for a business sign.	**City of Madera Planning Department** (559) 661-5430
Health Inspections – for restaurants and food vendors.	**Madera County Environmental Health** (559) 675-7823, www.maderacounty.com
Alcohol Beverage License – for any business selling/serving alcoholic beverages. A Conditional Use Permit is also required to sell alcoholic beverages in the City.	**Alcoholic Beverage Control** (559) 225-6334, www.abc.ca.gov
CA Department of Consumer Affairs License – for professional business such as accountants, engineers, doctors and dentists.	**CA Department of Consumer Affairs** (800) 952-5210, www.dca.ca.gov
Import/Export Permit – importing or exporting products outside of the US	**United States Customs** (559) 456-6830, www.cbp.gov

8. Utility Permits / Services

Most businesses will need to have utilities or other municipal services provided to their business site. These could include water, sewer, garbage and power.

City of Madera Finance
(559) 661-5459
P.G.&E.
(800) PGE-5000

9. Other Permits and Licenses

Some businesses may need special permission from other regional resource agencies and / or utility companies including the *San Joaquin Valley Air Pollution Control District, the California Department of Transportation, and the California Regional Water Quality Control Board*. Contact the Madera Planning Department to find out if you will need any additional approvals from these agencies.

www.valleyair.org
www.dot.ca.gov
www.swrcb.ca.gov

10. Consider Joining a Business Association

Madera Chamber of Commerce (559) 673-3563, www.maderachamber.com

Better Business Bureau Accreditation Standards www.bbb.org/us

Important Telephone Numbers & Contact Information

Madera County Clerk/Recorder
200 West 4th Street
Madera, CA 93637
(559) 675-7724
Fictitious Business Name Filing

Madera Economic Development Commission
2425 West Cleveland Avenue
Madera, CA 93637
(559) 675-7768

Madera County Environmental Health
200 West 4th Street
Madera, CA 93637
(559) 675-7823
Food Safety Certification

State of California Alcoholic Beverage Control 1330 B East Shaw Avenue
Fresno, CA 93710
(559) 225-6334

State Board of Equalization
8050 North Palm Avenue, Suite 205
Fresno, CA 93711

(559) 440-5330
Sales Tax Permit

City of Madera Finance Department
205 West 4th Street
Madera, CA 93637
(559) 661-5408
Business Licenses, Utility Start-up and Billing

City of Madera Public Works
1030 South Gateway Drive
Madera, CA 93637
(559) 661-5466

City of Madera Planning Department
205 West 4th Street
Madera, CA 93637
(559) 661-5430
Zoning, Use Permits, Home Occupations

City of Madera Building Department
Matt Tarr, Fire Marshall
205 West 4th Street
Madera, CA 93637
Building Department (559) 661-5440
Building Permits, Tenant Improvements, ADA Fire Department (559) 274-3925
Fire Inspections

2. Madera County Grand Jury Report 2425-11

MADERA COUNTY GRAND JURY
P.O. Box 534, Madera, CA 93639 559.363.8785

City "Bogeys" Grand Jury's Report
2425-11
Prepared by the
2024-2025 Madera County Grand Jury

SUMMARY

This report by the Madera County Grand Jury (MCGJ) reveals systemic dysfunction, concealment, and a troubling lack of oversight within the City of Madera's (City) government, particularly regarding the operations and management of the Madera Municipal Golf Course (Course). It outlines a pattern of administrative failures, noncompliance with municipal code, and efforts by senior officials to obscure the truth from the Madera City Council (Council) and the public.

Although the City established the Course in 1991, it has never operated it. The City has leased out the management and maintenance of the Course to at least nine different private concerns since the opening. The current operator, since 2009, is SGM, Inc., dba ..Sierra Golf Management, Inc. (Sierra). Sierra has sublet the restaurant, bar and banquet businesses to SPS Madera Group, LLC dba SPS at the Muni (GROUP).

The MCGJ investigation revealed that a City administrator coached a bar operator on how to circumvent the business licensing process, allowing the operator to operate without a formal application.

The 2324-06 Response Team (Team), comprised of the City Manager and City Attorney, collaborated in drafting the City's replies to MCGJ Report 2324-06, which is titled "The City of Madera Fails to Enforce Golf Course Contract Requirements, Revisited" (2324-06). The City refused to investigate those MCGJ findings while denying the existence of any irregular licensing issues at the Course. These Responses were dated August 23, 2024, and adopted by the Madera City Council. On that same day, the Finance Department issued a third business license to the MMGC bar operator within 24 hours. was issued; this time it was issued to the GROUP. Thus, the GROUP operated from March 2023 to August 2024 without applying for and obtaining a city business license. Neither the City Administration nor the City Finance Department could explain how this last license was issued without any application; the City Clerk's office provided emails that detail how this license to GROUP was issued.

- The MCGJ's accurate findings are detailed in this report and, contrary to the Team response in Report 2324-06, is incorporated by reference and linked here: https://www.maderacounty.com/home/showpublisheddocument/42997/638780649995770 0\00

- The City's official response, drafted by the Team, is incorporated by reference and linked here: https://www.maderacounty.com/home/showpublisheddocument/43035/638780653326270000

Despite this City's response to 2324-06, denying that GROUP was the bar operator, the MCGJ found that many of the original concerns at the Course remain unaddressed, warranting a third consecutive year of review.

Ongoing Irregularities and Deficiencies

1. Business License Discrepancies and Madera City Code of Ordinances (CODE) Violations

After the publication of 2324-06, the City Finance Department (Finance) issued and altered three business licenses at the request of the Course bar operator via email without receiving the required applications or any supporting documentation. Potential violations of the Code have been ignored and these issues have not been disclosed to the Council. See *Title VI.* of the Code with misdemeanor penalties and fines up to $500.00 a day. The *Code, 6-1.90*, requires the Finance Department to report to the Council, which has never been done. This suggests that the Council is insulated from the information that city staff should be reporting to the Council.

2. Lack of Oversight and Transparency

The Council has been insulated from the Advisory Committee meetings and the resulting lack of timely reporting. A representative from Parks and Community Services (Park) and a Council member both sit on the Advisory Committee. The Team stated in a response that although the Advisory Committee meets monthly, it is only required to report to the Council on an annual basis. The MCGJ could not locate any information supporting the restriction to report annually and not monthly. Restricting the Advisory to annual reporting, with no monthly updates, frustrates the Advisory Committees purpose to update the Council promptly about conditions at the Course.

3. Concealment of Critical Reports

The annual United States Golf Association (USGA) report, available since November 2024, has never been placed on the Council's agenda for comment. Although reviewed by the Advisory Committee and the City Parks, it was neither shared with the Council nor posted on the City's website—raising concerns of intentional suppression. The 2024 USGA report reiterated most of the same problems identified in the previous year's report. It noted that the sand in the 11 bunkers is so hard that "rototilling" might be required to loosen it. This is unacceptable for any golf course and loudly highlights the lack of maintenance and the City's oversight of Sierra's management.

4. Inadequate Tracking of Capital Improvements and Financial Accountability

The City has failed to track capital improvements at Course and has forgiven Sierra's payments owed for maintenance without question and sufficient documentation or justification. This undermines both the terms of the contract and fiscal stewardship of public assets. Cleaning solar panels was written off five times as a capital improvement (Capital). Equipment used to maintain the Course has been credited as Capital as if it became City property.

Lease Section 16.-16.4 spells out in precise detail Sierra's mandatory maintenance responsibilities:

> *"16. **Equipment and Materials**. Sierra shall, at its own cost and expense, furnish, maintain, and repair all necessary equipment, supplies, and materials of good quality and in the amounts necessary to comply with this Agreement. These equipment, supplies, and materials shall include, but not be limited to:*
>
> *16.1. All equipment necessary or appropriate for the performance of services under this Agreement, together with all necessary gas, oil, and spare parts for all equipment used and maintained by Sierra";*

[This section is consistent with *Agreement Section 7.1 (*Exhibit B), which explains that Sierra may **use** the City owned equipment on the 2009 Lease, so long as Sierra maintains and repairs the listed equipment.]

> *"16.2. All necessary top dressing, seed, fertilizers, fungicides, insecticides, irrigation materials and supplies and herbicides;*

16.3. Bunker rakes, trash receptacles, and other similar golf course equipment, which shall be maintained and/or replaced as needed, as outlined in the Technical Maintenance Specifications; and

16.4. Sand for bunkers to maintain an appropriate sand depth."

5. Confusion about Personal Property shows a lack of understanding of the Lease

The City's response to 2324-06 claimed that all personal property was sold in 2009 and offered Exhibit B, the Equipment Inventory list (List), as evidence. This listed 3 utility vehicles and dozens of other items. However, the referenced *Section 7.1* of the lease states that this was to be used by, not sold to Sierra and Sierra was to pay for the repairs and maintenance. The City has no records regarding the repairs and maintenance that have been done or for the personal property that still exists, as the City Team incorrectly claimed that this property was sold in 2009.

The MCGJ 2324-06 report states:

"F2: The MCGJ finds there is no current Inventory list of City-owned personal property and fixtures located at the MMGC.

Response 2: The City agrees with this finding. However, there is no list of personal property as all City-owned property not part of the physical structures was sold when SGM began leasing the facility (i.e., the inventory does not belong to the City). Additionally, a list is not needed for insurance, as it is not required to ensure content values. The property was appraised for the City's insurance program in 2023 and the appraisal determined scheduled values for real property and personal property, as defined by the policy documents. It should be noted that as part of Amendment 1 to the agreement between City and SGM, the City agreed to sell equipment to SGM (see Exhibit A)."

The last statement of the response is in direct conflict with *Section 7.1* of the Agreement cited as authority by the Team.

6. Subtenant Identity and Oversight Gaps

There is continuing confusion regarding the identity of subtenants operating the Course kitchen and bar. The City claims that the Lease does not permit inquiries into subtenant identities. This is incorrect. The Code imposes duties on the City to conduct

such oversight—yet it has failed to do so. The City emails provided to the MCGJ in four Public Records Act (PRA) requests revealed that the City Manager advised the MMGC subtenant business owner to change the city business license name to match the name "GROUP" on its liquor license. The Team response denied any duty to identify Sierra's subtenants, except for Smokehouse on Cleveland Avenue. However, Smokehouse # 1[(1)] ceased doing business and sold its liquor license to the Mountain Oaks Cafe in Oakhurst. The other Smokehouse # 2 [(2)] allegedly operating at the Course, is an unregistered DBA of SPS Madera Group, LLC (GROUP), and GROUP never did any business on Cleveland Avenue. Smokehouse # 2 obtained its first City business license on February 29, 2024, one year after operating businesses at the Course.

7. Misleading Team Responses to the 2324-06 as Adopted by the Council

The City's responses [(3)] to Report 2324-06 were crafted in a way that either downplayed or entirely ignored the findings and evidence presented by the MCGJ. The City's narrative conflicts with the documented facts uncovered during this investigation, raising serious concerns about the credibility of the City's leadership.

> ***"Rec. 9**: The MCGJ recommends that the City seek the maximum fines and penalties against GROUP within seven days of publication of this report".*
>
> ***"Response 9**: The recommendation will not be implemented because it is not warranted or unreasonable **The facilities operated with both a valid ABC License and a business license"**.*

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(1)**Smokehouse # 1** - Sugar Pine Smokehouse, established in 2018 at 1830 W. Cleveland Avenue, Madera. See footnote #1.

(2)**Smokehouse # 2** - a part of GROUP, formed on November 11, 2022. See footnote # 2. Obtained its first business license one year after operating as Sugar Pine Smokehouse at the Course on February 29, 2024.

(3)This Response is not true because GROUP was issued its first business license on August 23, 2024. The City Manager had already advised the Smokehouse #2 owner to change the name on the business license to match the name on the liquor license, which was done outside of City policy and not in accordance with the usual practice, which requires a business license application and planning department approval.

ABBREVIATIONS

ABC: California Alcoholic Beverage Control

ADA: Americans with Disabilities Act

Advisory: City Golf Course Advisory Committee

BOE: Board of Equalization

Capital: Capital Improvements

City: City of Madera, an incorporated city

Code: City of Madera Code of Ordinances

Council: City of Madera City Council - 6 council members and the Mayor

Exhibit B: Equipment Inventory list of City-owned personal property in 2009

FTB: Franchise Tax Board

GCAC: City Golf Course Advisory Committee

GROUP: SPS Madera Group, LLC dba SPS at the Muni formed with California Secretary of State on November 11, 2022, aka Sugar Pine Smokehouse [# 2]. It is impossible that this LLC formed in 2022 was issued a city business in 2018 as the Team responded.

Lease: All references to the 2009 Madera Municipal Golf Course Agreement and the 9 amendments.

List: Equipment Inventory list, aka Exhibit B to original 2009 Lease

MCGJ: Madera County Grand Jury

MCR: Madera County Recorder

Park(s): Parks and Community Services Department and/or Director

PRA: Public Records Act – Government Code sections 7920 - 7931

Sierra: SGM, Inc., doing business as Sierra Golf Management, Inc., and dba Madera Municipal Golf Course - City tenant operating the Course

Smokehouse # 1: Sugar Pine Smokehouse, established in 2018 at 1830 W. Cleveland Avenue, Madera. See footnote #1.

Smokehouse # 2: a part of GROUP, formed on November 11, 2022. See footnote # 2. Obtained its first business license one year after operating as Sugar Pine Smokehouse at the Course on February 29, 2024.

Team: Response Team - City Manager and City Attorney

USGA: United States Golf Association

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1. This establishment never conducted business at the MMGC. It was initially operated in 2018 by GQ Investment Group, Inc., doing business as Sugar Pine Smokehouse. This business ceased operations and sold its ABC liquor license to Mountain Oaks Café in Oakhurst.
2. Following advice from the City Manager (after the publication of 2324-06), the Sierra sublessee operating the bar changed the business license name from Smokehouse to match the GROUP name on its ABC liquor license. Behind the scenes, two additional licenses were issued to Smokehouse # 2 on August 22, 2024. On August 23, 2024, the finance department issued the first business license to GROUP, doing business as Sugar Pine Smokehouse, without a license application or mandatory planning department analysis.
3. The Team stated that this Smokehouse [#2] was issued a business license on December 5, 2023 (nine months after operating at the Course), which is incorrect. That date was the date it applied for a business license, which was issued 90 days later, on February 29, 2024. Madera Code 6-0.03 requires a business license to be issued to operate. It is a misdemeanor to operate without a city license.

BACKGROUND

The Course is a publicly owned facility established in 1991 and has been operated by Sierra since 2009. The original agreement has undergone nine amendments, with the most recent one signed in June 2023, extending the contract through 2028.

The City of Madera operates through a traditional council-manager system. City operations are led by the City Manager and divided among various departments, each led by a director or supervisor and staffed accordingly. These departments fall under the oversight of the City Manager, who serves as the chief administrative officer. The City Manager is responsible for hiring, coordinating communication and directing the work of all departments.

Critically, the City Manager also functions as the primary conduit of information to the Madera City Council (MCC), which is composed of part-time elected officials, including Council members and the Mayor. In 2024, the City operated on a $216 million budget. Council members, who maintain separate full-time occupations or business responsibilities, are tasked with reviewing complex and often voluminous documents, including contracts, policies, and staff reports. Due to their part-time roles, they must rely extensively on the guidance and summaries provided by the City Manager.

This structure places considerable authority and influence in the hands of the City Manager, who effectively filters and frames the information presented to the Council. The City Manager's interpretations often shape how the Council understands and acts on City matters.

It is within this context that the MCGJ uncovered a troubling incident. A city email revealed that the City Manager coached a bar operator at the MMGC on how to obtain a business license without following City policy for applying for one. At the same time, the City Manager, alongside the City Attorney, the Team, co-authored the City's official response to MCGJ Report 2324-06.

The Team asserted that Smokehouse #2, the GROUP's dba, was actually Smokehouse #1, formed in 2018. When the Team denied the existence of the GROUP in the formal response to 2324-06, it raised serious concerns about the integrity of executive leadership and the reliability of the information presented to the Council. The incident illustrates how the City's organizational structure, while efficient in theory, can obscure misconduct or negligence when key figures exploit their central roles for purposes contrary to transparency and accountability.

METHODOLOGY

To conduct a comprehensive, fact-based investigation into the operations and oversight of the Course, the MCGJ employed a broad and meticulous methodology as described below.

The MCGJ's investigation included the following steps:

- **Interviews**
  Conducted interviews with key City personnel and other individuals with direct knowledge of MMGC operations, contractual obligations, business licensing, and City practices.

- **Document and Contract Review**
  Reviewed the 2009 operating lease between the City and SGM, including all nine subsequent amendments—most recently the June 2023 amendment extending the contract to 2028.

- **Reviewed Emails**

  Between the Bar owner and the Finance Department

- **Budget and Financial Oversight**
  Examined the City's annual budget and noted that the golf course debt was officially retired in 2023. Reviewed three years of SGM's monthly payment reports, revenue and expense statements and tracked capital improvement expenditures and maintenance costs. Equipment inventories (e.g., Exhibit B of the lease), financial obligations, and payment histories were cross-referenced for consistency.

- **Public Records and Licensing Inquiries**
  Issued Public Records Act (PRA) requests to obtain business license applications, licenses and communications related to the operators of the golf course kitchen and bar. Despite the City Finance Department issuing a business license to SPS Madera Group, LLC (GROUP) on August 23, 2024, no department could produce a corresponding application. In January 2025, the City eventually provided liquor license documentation—sourced not internally but from ABC's public database.

- **Site Visits and Observations**
  Conducted in-person inspections of the Course property, including signage, infrastructure conditions, bar and dining areas, banquet rooms, restrooms and customer notices. Noted deferred maintenance issues such as damaged entry doors and irrigation system concerns flagged in prior reports. Photographic and observational evidence was gathered to support these findings.

- **Regulatory and Legal Checks**

  Investigated websites and regulatory databases, including:

  - City of Madera
  - Sierra Golf Management (SGM)

- Sugar Pine Smokehouse #1 and #2
- SPS Madera Group, LLC (GROUP)
- Alcoholic Beverage Control (ABC)
- California Secretary of State
- Madera Tribune articles and interviews with Smokehouse # 1 General Manager and the founder of GROUP.
- North Fork Rancheria Casino project Environmental Impact Review (EIR)

Verified ownership history and status of liquor licenses associated with MMGC since 1991, including ABC records on the transfer of Sierra's license to GROUP and Smokehouse # 1 ABC license transfer to Mountain Oaks cafe. Searched fictitious business name filings with the Madera County Recorder, discovering that GROUP was the only entity to file as "doing business as SPS at the Muni." No filing for either Smokehouse was found.

- **Zoning, Infrastructure, and Permitting**
  Reviewed the City's zoning maps, building permits (only three MMGC-related permits since 2009), and City infrastructure documents, including MMGC's water and sewer systems. Investigated irrigation system issues that were addressed during Sierra's first-year capital improvement efforts and many times thereafter.

- **Intragovernmental Communications**
  Sought documentation of interdepartmental communications through links and other digital records. These records were either non-existent or incomplete, particularly those between the Finance and Planning Departments, further hindering transparency and accountability.

- **Interviewed Finance and Planning Departments personnel.**
  The Finance Department believes the Planning Department ensures that a business serving alcohol has an ABC license. However, the Planning Department states that they approve businesses moving within proper zones without always requiring proof of an ABC license if they have previously held a city license. No ABC license has been on file for either Smokehouse in the City.

- **USGA Reports**
  Reviewed the United States Golf Association assessments submitted in August 2023 and November 2024, which documented ongoing issues with irrigation, weed control and bunker maintenance. The 2024 report was never agendized for Council review or posted publicly.

- **Tax and Licensing History**
  Checked business license applications and issued licenses for GQ Investment Group, Inc., dba Sugar Pine Smokehouse, [# 1] and SPS Madera Group, LLC (GROUP) dba Sugar Pine Smokehouse [# 2]. Analyzed business classifications (corporation vs. LLC/sole proprietorship) and the timeline of filings. Reviewed Madera County Assessor's Office for Sierra's personal property tax filings related to property located at the Course. Prior year filings combine personal property at Sierra's Chowchilla golf course and the City's Course.

This layered investigative approach enabled the MCGJ to identify mismanagement, information suppression and policy noncompliance - particularly surrounding business licensing requirements, as outlined in the Code and contractual obligations. The findings demonstrate how City leadership exploited their central roles as Team to conceal operational failures from the Madera City Council and the public.

DISCUSSION

This report identifies and examines significant discrepancies in the City of Madera's management of the Course, revealing systemic failures in oversight, accountability and transparency.

Most notably, the Madera County Grand Jury (MCGJ) discovered that the City Manager directly coached the bar operator on how to obtain a business license without going to the window at City Hall and submitting a formal application—an action in direct conflict with the City's own ordinances. Simultaneously, the City Manager and City Attorney collaborated as a Team in drafting the City's formal response to MCGJ Report 2324-06, denying that any business license irregularities existed. This contradiction not only undermines the integrity of the City's administrative processes but also raises serious concerns about deliberate efforts to conceal the truth from both the Madera City Council (MCC) and the public.

Further concerns detailed in this report include:

- **Improper Issuance and Modification of Business Licenses**
  The City issued and modified business licenses without receiving the required applications or supporting documentation. Public Records Act (PRA) requests confirmed that licenses were granted to entities - such as SPS Madera Group, LLC—despite no corresponding application being located in any City department.

- **Failure to Enforce Municipal Code Provisions**
  The City did not enforce provisions of the Code, particularly those governing business licenses, contract oversight and reporting requirements. Violations of the Code were neither investigated nor reported to the Council.

- **Inadequate Tracking of Capital Improvements**
  The City failed to monitor or account for capital improvements made at Course adequately. Expenditures were inconsistently documented and no clear mechanism exists to verify compliance with the management agreement's improvement obligations. Normal maintenance and repairs have been charged against the limited Capital improvement budget.

- **Forgiveness of Maintenance Expenses**
  Upon reviewing SGM's financial records, the MCGJ found that the City forgave 13 years without USGA reports and substantial maintenance costs without proper oversight or justification, further eroding public confidence and fiscal accountability

- **Failure to Enforce Contractual Duties**
  The City did not enforce key responsibilities outlined in the management agreement with Sierra. The agreement requires active oversight of subtenant operations and performance metrics, yet the City accepted incomplete or inconsistent reports and failed to follow up on material deficiencies.

- **Failure to Maintain or Repair**
  In particular, the November 2023 interim Fire Marshal report identified serious deferred maintenance and safety issues at the Course - issues that remain unaddressed. One example is the persistent malfunction of the main

double-entry doors, which have remained in disrepair since at least November 2023 despite repeated attention. After an Advisory meeting, a Council member didn't read the paper signs on the entry/exit doors, opened the wrong door and could not shut the broken door. Within minutes, the business operator placed a 4-wheel cart blocking the broken door. The Council is not aware of these ongoing problems because its Advisory meets monthly but only reports to the Council annually. These unresolved hazards not only jeopardize public safety but also expose the City to unnecessary liability.

These findings suggest not only dysfunction within City departments but also a pattern of deliberate obfuscation by senior officials. The City's reliance on informal channels and undocumented decisions allowed critical issues to be concealed from the part-time City Council and the public, ultimately compromising the stewardship of one of Madera's most valuable public assets.

CONCLUSION

The Madera County Grand Jury finds that the City of Madera has failed to uphold its legal and administrative responsibilities in managing the Madera Municipal Golf Course. These failures extend beyond simple oversight and reflect a pattern of neglect, misrepresentation and non-compliance with City ordinances.

The City's claim that it has no duty under the lease to inquire into the identity of subtenants operating under Sierra is directly contradicted by the Madera Code of Ordinances, Title VI, which mandates that all business operators obtain a valid City business license. Despite the MCGJ questioning who was operating the bar, the MCGJ found that senior City officials facilitated the operation of a bar and restaurant concession without requiring a formal business license application. At the same time, these same officials co-authored the City's official response to MCGJ Report 2324-06, falsely denying the existence of any licensing irregularities. The City admitted in response to 2324-06 that GROUP never applied for a business license and that Sierra stated Smokehouse [#2] was the only subtenant. The Team's response and repetitive course problems mandated this inquiry. Somehow, Smokehouse [# 2] and GROUP operated at the City Course without a business license and avoided examination under Code enforcement of Title VI.multiple opportunities to enforce the City's own ordinances.

The MCGJ discovered emails stating that a City Administrator instructed Smokehouse to contact a Financial Officer to change the business license into GROUP's name. Council, relying on Team's input, denied last year's jury report that GROUP had operated the golf course bar. This indicates the City Administrator initiated the GROUP business license. Email records from the City confirm this was done without any application filed by the bar operator. Regardless, neither GROUP nor Smokehouse #2 complied with the City ordinance requiring a valid business license before operating at the MMGC in March 2023, which may be considered a misdemeanor offense. (See Code Title VI, 6-0.03 and the bold type sentence on the City business license applications.) Essentially, the City Administrator guided Smokehouse on who to contact in the finance department to obtain the GROUP license on August 23, 2024, without submitting a formal application.

MADERA COUNTY
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JUN 1 1 2025
GRAND JURY

Madera, CA 93637

billing address is:

[redacted]

Madera, CA 93638

Thank you so much for your help

On Thu, 22 Aug 2024 at 13:04, [redacted]@madera.gov> wrote:

If the business has the same tax id #, I can make the change and issue you a new license.

What is the physical address and the mailing address, if different?

[redacted]

[redacted] | Financial Services [redacted]
City of Madera | Finance Department
205 West 4th Street, Madera, CA 93637
p (559) [redacted] | f (55[redacted]
[redacted]@madera.gov

From: [redacted]@gmail.com>
Sent: Thursday, August 22, 2024 12:49 PM
To: Business Licens[redacted]@madera.gov>
Subject: Name on license change

MADERA COUNTY
RECEIVED
JUN 1 1 2025
GRAND JURY

Some people who received this message don't often get email from [redacted] Learn why this is important

Hello,

My name is [redacted] and I own Sugar Pine Smokehouse. I guess I made a few mistakes when setting up our business and Arnoldo suggested I reach out to you. The name on our liquor license is our company name which is SPS Madera Group, LLC. While filling out the license paperwork, I wrote Sugar Pine Smokehouse, which I guess should be our DBA.

What would be the steps I would need to get the business license name to match the liquor license name?

Thank you for your time.

--

Cheers,

[redacted]

SPS Group Madera, LLC

Sugar Pine Smokehouse

Owner

559[redacted]

--

Cheers,

[redacted]

SPS Group Madera, LLC

MADERA COUNTY
RECEIVED
JUN 1 1 2025
GRAND JURY

SPS Group Madera, LLC

Sugar Pine Smokehouse

Owner

559[redacted]

On Thu, Aug 22, 2024 at 2:28 PM [redacted]@madera.gov> wrote:

I guess what I'm asking is if you need both names on the license.

[redacted]

[redacted] CPA | Financial Services [redacted]

City of Madera | Finance Department

205 West 4th Street, Madera, CA 93637

· (559)[redacted] | · (55[redacted]

[redacted]@madera.gov

From: [redacted]@gmail.com>
Sent: Thursday, August 22, 2024 1:28 PM
To: [redacted]@madera.gov>
Subject: Re: Name on license change

You don't often get email from [redacted]gmail.com. Learn why this is important

Tax ID is the same and the physical address is:

23200 Ave 17

MADERA COUNTY
RECEIVED
JUN 1 1 2025
GRAND JURY

From: [redacted]
To:
Subject: Re: Name on license change
Date: Friday, August 23, 2024 9:11:10 AM
Attachments: image002.png
image004.png
image003.png
image001.png

This is perfect, thank you so much!

On Fri, Aug 23, 2024 at 7:59 AM [redacted]@madera.gov> wrote:

Here you go.

[redacted]

[redacted] | Financial Services [redacted]
City of Madera | Finance Department
205 West 4th Street, Madera, CA 93637
(559) [redacted] | (559) [redacted]
[redacted]@madera.gov

From: [redacted]@gmail.com>
Sent: Thursday, August 22, 2024 5:00 PM
To: [redacted]@madera.gov>
Subject: Re: Name on license change

I believe I just need SPS madera group, LLC. Arnoldo had mentioned that it should match the liquor license and that's what we have on the liquor license

Cheers,

[redacted]

MCGJ Findings and Recommendations

City Administrator's Involvement:

A City Administrator instructed Smokehouse to contact a Financial Officer, regarding how to correct the business license to reflect GROUP's name. The Finance Officer issued three different business licenses within 24 hours. This action contradicts the City's denial of last year's jury report that Smokehouse [# 1 or # 2] had been operating the golf course bar with a current business license. The ABC liquor license at the Course is issued to SPS Madera Group, LLC dba SPS at the Muni. The word 'Smokehouse' is not on the said ABC license. The GROUP was only formed on November 11, 2022, and it never did business at 1830 W. Cleveland Avenue, Madera.

1. **GROUP Business License**: The GROUP business license was initiated by a City Administrator. Email records from the city confirm that this was done outside of the ordinances, without planning department approval and without any application being filed by GROUP.

Business License Discrepancies:

The City Manager instructed Smokehouse to contact a Financial Officer to correct the business license to reflect GROUP's name. This action contradicts the City Manager's denial in last year's jury report that GROUP Smokehouse operated the golf course bar. Email records from the City Clerk's office confirm that this name correction was done without providing any documents or application by GROUP.

FINDINGS

F1. The MCGJ finds that a City Administrator instructed Smokehouse to contact a Financial Officer, regarding how to change the business license to reflect GROUP's name.

F2. The MCGJ finds The GROUP business license was initiated by a City Administrator. Email records from the city confirm that this was done without any application filed by GROUP.

F3. The MCGJ finds Lack of Documentation: There is a lack of proper documentation and transparency in the process of issuing and modifying business licenses.

F4. The MCGJ finds Non-compliance with Ordinances: The issuance of the business license to GROUP did not comply with the Madera Code of Ordinances (MCO) Title VI, Chapter 1.

F5. The MCGJ finds Potential Conflict of Interest: A City Manager's involvement in the business license issuance process raises concerns about conflicts of interest, especially in light of the Team Responses.

F6. The MCGJ finds Public Scrutiny: The actions taken by city officials in issuing and modifying business licenses should be documented and made available for public scrutiny.

F7. The MCGJ finds impact on public trust: The irregularities in the business license issuance process harm public trust in city officials and the administration.

F8. The MCGJ finds the Council does not read the findings, recommendations, and City responses to MCGJ reports.

F9. The MCGJ finds the equipment inventory, Exhibit B, is outdated.

F10. The MCGJ finds the cleaning of the solar panels has been paid by SGM from the Capital Improvement fund and not the maintenance costs.

F11. The MCGJ finds that the Advisory Committee monthly meeting reports are not made available to the Council.

F12. The MCGJ finds insufficient training regarding business license applications and issuance requirements.

RECOMMENDATIONS

R1. The MCGJ recommends Transparency and Accountability: The City should ensure transparency and accountability in the issuance and modification of business licenses. All actions taken by city officials should be documented and made available for public scrutiny within 60 days of this report being published.

R2. The MCGJ recommends the city administration hire an independent agency to conduct a thorough review and audit of the business license issuance process to identify any irregularities and ensure compliance with city ordinances within 90 days of receiving this report.

R3. The MCGJ recommends improving communication between city departments and the City Council to ensure that all relevant information is shared, discussed and documented within 30 days. This recommendation should be implemented within 30 days of receiving this report.

R4. The MCGJ recommends enforcement of ordinances: Enforce the Madera Code of Ordinances Title VI, Chapter 1, to ensure that all businesses operating in the city have the necessary licenses and comply with city regulations within 30 days of receiving this report.

R5. The MCGJ recommends implementing a conflict of interest policy to ensure that city officials do not have any personal or financial interests in the businesses they regulate within 30 days of receiving this report.

R6. The MCGJ recommends launching a public awareness campaign to inform residents and business owners about the importance of compliance with city ordinances and the procedures for obtaining business licenses within 30 days of receiving this report.

R7. The MCGJ recommends that the entire MCGJ report be read to the Council members in an open public meeting within 30 days of receiving this report.

R8. The MCGJ recommends hiring an outside expert to check the City's property and equipment records and also to do regular checks within the City. The list of items the City owns (Exhibit B) needs to be brought up-to-date within 90 days.

R9. The MCGJ recommends conducting regular audits of SGM's business expenses in regards to capital improvements vs maintenance obligations. Within 90 days of receiving this report.

R10. The MCGJ recommends improving the documentation process for issuing and modifying business licenses to ensure that all actions are properly recorded and transparent. Within 90 days of receiving this report.

R11. The MCGJ recommends engaging with stakeholders, including business owners and residents, to gather feedback and improve the business license issuance process within 90 days of receiving this report.

R12. The MCGJ recommends that the Advisory Committee reports be agendized monthly and read to the Council in an open meeting within 90 days of this report.

REQUIRED RESPONSE

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requires responses from the following: within 60 days:

Mayor of the City of Madera
Madera City Hall
205 West 4th Street
Madera, CA 93637

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requires responses from the following: within 90 days:

Madera City Council
Madera City Hall
205 West 4th Street
Madera, CA 93637

Madera County District Attorney
300 South G Street
Madera, CA 93637

INVITED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury invites responses from the following within 60 days:

City of Madera City Manager
Madera City Hall
205 West 4th Street
Madera, CA 93637

City of Madera Director of Parks and Community Services
John W. Wells Youth Center
701 East 5th Street
Madera, CA 93638

City of Madera Finance Department
Madera City Hall
205 West 4th Street
Madera, CA 93637

City of Madera Planning Department
Madera City Hall
205 West 4th Street
Madera, Ca 93637

City of Madera Code Enforcement
330 C Street
Madera, CA 93637

City of Madera Golf Course Advisory Committee
Madera City Hall
205 West 4th Street
Madera, CA 93637

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

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* Note: This report was prepared using current information available on the websites listed.

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3. Report to the City Council from August 21, 2024, Response to Madera County Grand Jury Final Report 2324-06: "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024”

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 21, 2024

_____

Arnoldo Rodriguez, City Manager

Agenda Number: _____

SUBJECT:

Response to Madera County Grand Jury Final Report titled 2324-06; Published on June 2024, titled "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024"

RECOMMENDATION:

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 12, 2024. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code. The response would be submitted on behalf of the Mayor and City Council of the City of Madera, the City Manager, the Director of Parks & Community Services Department, the Finance Department, the Police Chief, and Code Enforcement, collectively referred to as "City".

DISCUSSION:

The MCGJ issued a Report on June 12, 2024 requiring a response from the Mayor and from City Council. The Mayor and Council has 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. In addition, the MCGJ invited responses from the City Manager, Director of Parks & Community Services, Finance Department, Police Chief, Planning Department, Code Enforcement Division and some City committees. These Departments, Divisions, and committees are all components of the City. As the City is represented by the City Council, and as the California Penal Code requires the legislative body to respond (and not the subcomponents of the City), the proposed Response is submitted to the City Council for approval for the entire City.

Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements to fulfill the required response from the Mayor and from Council. In doing so, staff consulted with the departments listed above to obtain relevant information for the Report.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented; in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

It is noted that this is the second consecutive that the Grand Jury focused on the Golf Course. For background purposes, a copy of said report to the City Council is attached as Attachment 3.

FINANCIAL IMPACT:

The financial impact of the Grand Jury's investigation on the City is difficult to quantify due to the secrecy maintained by the Grand Jury. The City is unaware of how many staff members were contacted, the number of hours spent compiling data, or the extent of follow-up meetings and related activities.

Moreover, the response to the Grand Jury's findings has involved input from numerous City staff, further complicating the ability to provide a precise financial estimate. The collaborative effort required to address the report's findings and prepare a comprehensive response adds to the challenge of quantifying the overall financial impact.

ALTERNATIVES:

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at a Council meeting before September 10, 2024, when response is required by the MCGJ, meeting the 90-day response requirement.

ATTACHMENTS:

1. City Response to Madera County Grand Jury Final Report 2324-06: "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024"
2. Madera County Grand Jury Report 2324-06
3. Report to the City Council from August 16, 2023, Response to Madera County Grand Jury Final Report 2223-02: "City of Madera Fails to Enforce the Golf Course Contract Requirements"

1. City Response to Madera County Grand Jury Final Report 2324-06: "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024”

_____, 2024

The Honorable Michael Jurkovich, Supervising Judge
Madera County Superior Court
Supervising Judge for Grand Jury
200 S. G Street
Madera, CA 93637

Re: **Madera County Grand Jury Final Report 2324-06; Published on June 2024, titled "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024"**

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera on behalf of the City of Madera, including the City Manager, the City's Parks & Community Services Department, the City's Finance Department, the City's Police Chief, and the City's Code Enforcement, and various City committees, collectively referred to as "City" in this Response.

On Monday, June 10, 2024, the City of Madera ("City") received an email from the Madera County Grand Jury, which attached a copy of the Grand Jury's Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024 Madera County Grand Jury Final Report 2324-06; Published on June 2024" (hereafter "Report"). The report states it would be released to the public on Wednesday, June 12, 2024. As a result, we view the release date as June 12, 2024.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

Please be advised the City has taken the Grand Jury's Report seriously and has endeavored to address the Report comprehensively, as evidenced by this Response and by the attachments. Great care has been taken to ensure the City responds concisely yet with appropriate details as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to the Report.

Respectfully submitted,

Arnoldo Rodriguez, AICP
City Manager

Cc: info.maderagrandjury@gmail.com
Madera County Grand Jury, PO Box 534, Madera, CA 93639

FINDINGS:

F1: The MCGJ finds that the City has followed the 2009 Lease by establishing the Golf Course Advisory Committee to inspect, discuss, and report monthly to the City with findings and recommendations about MMGC.

Response 1: The City partially disagrees with this finding. While the Golf Course Advisory Committee has been established, it meets monthly and reports annually. This matter was discussed and approved by City Council during the June 21, 2023, Council meeting.

F2: The MCGJ finds there is no current Inventory list of City owned personal property and fixtures located at the MMGC.

Response 2: The City agrees with this finding. However, there is no list of personal property as all City-owned property not part of the physical structures was sold when SGM began leasing the facility (i.e., the inventory does not belong to the City). Additionally, a list is not needed for insurance, as it is not required to ensure content values. The property was appraised for the City's insurance program in 2023 and the appraisal determined scheduled values for real property and personal property, as defined by the policy documents. It should be noted that that as part of Amendment 1 to the agreement between City and SGM, the City agreed to sell equipment to SGM (see Exhibit A).

F3: The MCGJ finds that after 13 years the City has enforced one section in the Lease by requiring SGM to pay for the 2023 mandatory annual USGA report which was received in August 2023.

Response 3: The City partially disagrees with this finding. The City has enforced multiple sections of the lease and agreement. However, the City acknowledges that the USGA report was not previously submitted by SGM to the City as required by the agreement. The report was submitted in 2023 and the 2024 report has been requested by the City.

F4: The MCGJ finds that the City's PCS has failed to inspect, inventory, or comment to the 2022 consultant's 96-page ADA report evaluating the conditions at the MMGC.

Response 4: The City disagrees with this finding. There has been no final ADA report; the report referenced was an internal working draft and not a final report. This report is still in the process of being completed. A second public comment meeting was recently held regarding the draft document on June 18, 2024. Final edits and recommendations from the consultant will be incorporated prior to the item being placed on the City Council agenda for consideration of adoption. Upon action of the ADA Report by the City Council, the City will review it as appropriate.

Additionally, it should be noted that not all findings result in physical changes to structures or facilities but may be addressed through individual accommodations with persons who have a disability. Additionally, the City will follow ADA law regarding requirements to make facility changes.

F5: The MCGJ finds that the City has failed to understand the Lease and the series of nine amendments that have generated confusion hindering the orderly exercise, reasonable oversight, and enforcement over the MMGC tenants, maintenance, and capital improvement obligations.

Response 5: The City disagrees with this finding. This is a subjective statement. The official responsible for the lease is the Director of the Parks Department. The Director does understand the lease and prepared extensive staff reports and associated presentations regarding the lease and its amendments.

Furthermore, it is important to note that there is no expectation or requirement for the Director, or any City official, to have the lease memorized. Should any issues arise, the Director is fully capable of conducting necessary research or consulting with legal counsel to address them. This approach is consistent with standard practices across municipal governance.

Lastly, the City would like to clarify that there is no obligation for all City employees or committees to fully understand the lease. The responsibility lies with the Parks Department.

F6: The MCGJ finds that the City business license application processing has no written procedures and thus no safeguards against fraudulent applications.

Response 6: The City disagrees with this finding. The City does have procedures as outlined in the City's Municipal Code, specifically Title VIII, Chapter 2 (Sales and Use Taxes), as well as a Business License procedure manual. The City also disagrees with the inherit implication of the finding that a further process is required. The purpose of a business license is to ensure the payment of taxes. It is unlikely an applicant will fraudulently apply to pay taxes. Given limited resources, the City relies on applicants to provide the name under which they operate. Even if the applicant commits an error, the City still can enforce the reporting of gross receipts. Finally, a business license has always been maintained at this site.

Name of Business License Holder	Date License Obtained
Club House Restaurant	12/31/97
Sugar Pine Smokehouse	12/5/23

It is noted that Sugar Pine Smokehouse obtained a business license in 2018 for their previous location on Cleveland Avenue. Both Club House Restaurant and Sugar Pine Smokehouse have been current on their business license obligations.

Finding 7: The MCGJ finds that the logos and name *Madera **Municipal** Golf Course* are often omitted from signage, scorecards, announcements, menus, events, websites, etc.

Response 7: The City partially disagrees with this Finding. This recommendation has been implemented and will be on-going.

Finding 8: The MCGJ finds that the golf course kitchen and bar have not been operated by *Sugar Pine Smokehouse*.

Response 8: The City agrees with this finding for the period before 2023. However, this finding infers that there are business operations without a business license. The City disagrees with this. As noted in the response to Finding 6, City records show there has been a business license operating at this location since 1997.

Finding 9: The MCGJ finds that the City made the written statement that no applications or City business licenses exist for GROUP.

Response 9: The City agrees with this finding. However, this is irrelevant. The name of the restaurant is not required to be the same as the business entity that owns and operates it. It is also worth noting that fictitious business names are recorded with the County and not the City.

Finding 10: The MCGJ finds that the use of CI [capital improvement] money has been discussed by the City and SGM as being used for deferred maintenance at the MMGC.

Response 10: The City agrees with this finding.

Finding 11: The MCGJ finds that the City Tax Collector has no system to track businesses within the City to ensure that the City is receiving prompt and continuous tax payments.

Response 11: The City disagrees with this finding. Assuming it is a "business license," business license payments to the City are made on an annual basis and not on a "prompt and continuous tax payments." The City also has a tracking system for all legal businesses through the City's financial system of record: Enterprise ERP (formerly Munis (Tyler Corporation)). This type of process is both consistent with, and generally used by, public agencies throughout the State of California. The finding is also ambiguous, as it is not clear whether a "business license" or a "tax" is being referenced.

Finding 12: The MCGJ finds that the City of Madera has had discussions about writing one coherent consolidated MMGC Lease with SGM.

Response 12: The City agrees with this finding. This was discussed during the City Council meetings of June 21, 2023, April 3, 2024, and May 1, 2024. To the extent this finding implies that the current Lease is not "coherent," the City disagrees with this finding.

Finding 13: The MCGJ finds that the City has repeatedly failed to ascertain or confirm the true identity of SGM's purported subtenant(s) at the MMGC.

Response 13: The City agrees with this finding. However, as noted in the City's response to Finding #6, the City believes the finding is irrelevant given that the parties who have operated the golf course's restaurant have met their annual business license requirements.

Finding 14: The MCGJ finds that SGM appears to have two subtenants: *Smokehouse* for the food service, and the undisclosed bar operator GROUP.

Response 14: The City disagrees with this finding. With regard to the bar operator, the finding is not clear as to what public agency has not been "disclosed" the operator's name, and the assertion of "appearance" is subjective. The entity responsible for maintaining, supervising, and enforcing ABC licenses is ABC. By State statute, the City has no jurisdiction to regulate ABC licenses. If this finding is referencing disclosure to the City, note the Lease does not require disclosure to the City. Notwithstanding, the City has reached out to SGM, who has stated that they have only one subtenant, which is Sugarpine Smoke House.

Finding 15: The MCGJ finds that the Interim Fire Marshal recommended that the MMGC be brought up to both the ADA requirements and the City Building Code due to serious violations.

Response 15: The City disagrees with this finding. As noted previously, there is no final ADA Report (Refer to Finding 4). Additionally, the draft report, presented to the City Council on May 1, 2024 (see Exhibit B) does not use the term "serious violations." Instead, it merely suggests a number of improvements that should be implemented when (and if) major upgrades or repairs to the facility are ever implemented. In this regard, note that the building was constructed subject to the building standards in effect in 1991. The California Building Code is updated every three years. However, continuous upgrades to lawfully constructed structures are not legally mandated if the building was originally constructed consistent with the building standards in effect at the time of construction, which it was. Upgrades to the current version of the California Building Code is only required at the time when major remodels/repairs are ever undertaken.

Finding 16: The MCGJ finds that the City has failed to ensure that its tenant and subtenants at the MMGC have performed their daily maintenance obligations under the Lease

Response 16: The City disagrees with this finding. This is a subjective statement, however, the City reviews the facilities on a regular basis.

RECOMMENDATIONS:

Rec. 1: The MCGJ recommends that this GCAC continue its monthly oversite of MMGC.

Response 1: The recommendation will not be implemented because it is not warranted or is not reasonable. The GCAC does not provide oversight as part of its duties. Instead, City staff provide oversight, and will continue to do so for the MMGC.

Rec. 2: The MCGJ recommends that the City create an Inventory list of property and fixtures it owns at the golf course within 90 days of the publication of this report.

Response 2: The recommendation has been implemented. The City has an inventory list for property.

Rec. 3: The MCGJ recommends that SGM continue to provide the mandatory annual USGA advisory reports.

Response 3: The recommendation has been implemented. The initial report was made available to the public on August 2, 2023. The 2024 report is currently scheduled to be conducted in late summer or early fall.

Rec. 4: The MCGJ recommends that the City have the PCS physically inspect and provide a written report to the City Council on each observation noted in the 96-page ADA Consultant's MMGC report within 90 days of receipt of this report.

Response 4: The recommendation will not be implemented as it is not reasonable. The draft ADA is not completed and is in draft form and is not anticipated to be completed within six months. Further, the report is as to the entire City, and implementation will be prioritized based on need.

Rec. 5: The MCGJ recommends that the City assign a person or department responsible for following up on all contracts to determine contractual performance and to enforce violations of required performance within 90 days of receipt of this report.

Response 5: The recommendation will not be implemented because it is not warranted or is not reasonable. There are a substantial number of contracts with the City. City departments are required to monitor and determine contractual enforcement.

Rec. 6: The MCGJ recommends that the City enact written procedures for reviewing and processing Business license applications within 30 days of this report.

Response 6: The recommendation has already been implemented. The City has written procedures for reviewing and processing business license permit applications as further outlined in the responses to Findings 6 and 11.

Rec. 7: The MCGJ recommends that the City correct the omission and take action to either enforce this Lease requirement or delete the requirement within 30 days.

Response 7: The recommendation will not be implemented because it is not warranted or is not reasonable. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

Rec. 8: The MCGJ recommends that the City require proof of the identity of the tenants and /or subtenants operating the kitchen and the bar and obtain a copy of the ABC liquor license within seven days.

Response 8: The recommendation will not be implemented because it is not warranted or is not reasonable. The entity responsible for maintaining, supervising, and enforcing Alcoholic Beverage Control (ABC) licenses is ABC, an office of the State of California. By State statute, the City has no jurisdiction to regulate ABC licenses. As to the kitchen, it is not a requirement of the Municipal Code for employees to complete ABC training for liquor sales and handling, nor is this a requirement of any entitlement. ABC requires only those owners and employees of the establishment who are involved in the sale of alcoholic beverages to complete approved course(s) in training of liquor sales and handling. Finally, neither the Lease nor the Municipal Code requires that the identity of tenants and/or subtenants be provided to the City as proposed by the recommendation.

Rec. 9: The MCGJ recommends that the City seek the maximum fines and penalties against GROUP within seven days of publication of this report.

Response 9: The recommendation will not be implemented because it is not warranted or is not reasonable. The facilities operated with both a valid ABC License and business license.

Rec. 10: The MCGJ recommends that the City enforce the maintenance provisions in Lease Section 16 to require SGM to pay for all deferred maintenance.

Response 10: The recommendation will not be implemented because it is not warranted or is not reasonable. This is not a requirement of the lease.

Rec. 11: The MCGJ recommends that the City enact adequate tracking systems to ensure that businesses are paying taxes to the City within 30 days from the publication of this report.

Response 11: The recommendation will not be implemented. The City already has an adequate system for tracking business license receipts, as described in the response to Finding 11.

Rec. 12: The MCGJ recommends that the City complete negotiations and memorialize the product of the negotiations into one modem consolidated Lease within 90 days from the publication of this report.

Response 12: The recommendation will not be implemented because it is not warranted or is not reasonable. The Lease, as amended, is legally sufficient. The latest amendment was approved June 21, 2023.

Rec. 13: The MCGJ recommends that the City recognize that SGM has represented its subtenant as Smokehouse and commence all appropriate actions to determine and correct the subtenant's true identity of the kitchen/dining and bar operator(s) within 30 days of the publication of this report.

Response 13: The recommendation will not be implemented because it is not warranted or is not reasonable. The City has no legal authority to require a business to use a certain name, fictitious or otherwise.

Rec. 14: The MCGJ recommends that the City investigate this subtenant discrepancy and take appropriate action within 7 days of the publication of this report.

Response 14: The recommendation will not be implemented because it is not warranted or is not reasonable. Moreover, this recommendation, as written, provides insufficient information. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

Rec. 15: The MCGJ recommends that the City and SGM take action to correct these violations and complete the required work to avoid serious potential liability within 30 days of the publication of this report.

Response 15: The recommendation will not be implemented because it is not warranted or is not reasonable. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

Rec. 16: The MCGJ recommends that the City enforce timely maintenance at the MMGC immediately.

Response: The recommendation has been implemented. The City will continue to implement this recommendation.

ATTACHMENTS:

1. Exhibit A: Amendment 1 to the agreement between City and SGM
2. Exhibit B: May 21, 2024 report to the City Council

Exhibit A: Amendment 1 to the agreement between City and SGM

MADERA MUNICIPAL GOLF COURSE
OPERATION AND MANAGEMENT LEASE AGREEMENT AMENDMENT

This Operation and Management Lease Agreement ("Lease Agreement") is made and amended into this 18th day of November 2009 by and between the **City of Madera**, a municipal corporation of the State of California, hereinafter called "City" and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610, hereinafter referred to as "Sierra" both hereinafter collectively referred to as "the parties.

RECITALS

WHEREAS, the City owns and operates the Madera Municipal Golf Course, hereinafter called "Golf Course," for the use and benefit of the public; and;

WHEREAS, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and;

WHEREAS, the City has determined to privatize the management and operation of the Madera Municipal Golf Course by leasing the entire facility, including the clubhouse, to Sierra; and;

WHEREAS, The City, through an agreement with Golf Operations Inc. was obligated to purchase Pro Shop Inventory at wholesale value at the termination of the agreement; and;

WHEREAS, SGM Inc. has submitted a proposal to purchase the inventory at a reduced cost and sell the inventory through the Pro Shop.

AGREEMENT

In consideration of the recital listed above and the mutual obligations of the parties herein, City and SGM Inc. hereby to amend the Agreement as follows:

Section 1. Section 7.1 of the agreement is amended to read as follows:

7.1. Facility and Equipment Maintenance Services.

Sierra, at its sole cost and expense, shall furnish and shall maintain all equipment, supplies, and material of good quality and of sufficient number to fulfill the requirements of this Lease Agreement. Any equipment listed on Exhibit

"B" shall be returned to the City, and may be declared surplus under the guidelines and accounting standards established by the City, at such time as Sierra no longer requires the use of equipment for the following reasons:

- Unusable in present condition, no longer useful
- Having value but requiring repairs to make useable and repair cost is 50% of replacement value or more
- Having no future value as a useable commodity in its present condition
- Broken or worn-out to the point of having no saleable scrap value

Sierra agrees to purchase from the City all Pro Shop Inventory (Attachment A) at a cost of 20% of agreed upon wholesale cost. Final inventory will be agreed upon by both parties less and products sold by previous operator between November 1, 2009 and November 17, 2009.

Section 2. All other provisions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

IN WITNESS HEREOF, the Parties execute this agreement on the date first written above

CITY OF MADERA

Gary L. Svanda, Mayor, City of Madera

SGM INC.

Jeffrey A. Christensen, President, SGM Inc.

ATTEST:

Sonia Alvarez, City Clerk, City of Madera

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO FORM:

Richard K. Denhalter. City Attorney, City of Madera

12/3/09

Madera Municipal Golf Course

Physical Inventory as of 10/25/2009

Attachment "A"

Sales Item	Qty	Unit Cost	Cost
Acess.- Brush Tee Oversize 3-Pack	4.00	$3.0000	$12.0000
Acess.- Chapstik	36.00	$1.2793	$46.0548
Acess.- Daphne Headcovers	15.00	$11.5000	$172.5000
Acess.- Disposable Handwarmers	4.00	$1.0100	$4.0400
Acess.- Gauztex	11.00	$0.7500	$8.2500
Acess.- Get Ballzee	4.00	$4.1500	$16.6000
Acess.- Golf Ball Pick Up	5.00	$1.1000	$5.5000
Acess.- Line Em Up Marking Tool	1.00	$4.6500	$4.6500
Acess.- Pro Grip Wax	11.00	$1.5000	$16.5000
Acess.- Sharpie 4-Pack	3.00	$3.8500	$11.5500
Acess.- Spikes Scorpion	20.00	$6.8000	$136.0000
Acess.- Spikes Stinger	38.00	$5.8000	$220.4000
Acess.- Sunscreen	45.00	$1.5000	$67.5000
Acess.- Wire Groove Brush	5.00	$1.9900	$9.9500
Acess.- Yardage Books	187.00	$0.0100	$1.8700
Bags- Alpine / 3 Wheel	2.00	$55.0000	$110.0000
Bags- Callaway Stand	5.00	$62.5000	$312.5000
Bags- Mizuno Stand	1.00	$61.0000	$61.0000
Bags- Ping Hoofer	7.00	$105.0000	$735.0000
Bags- Ping Latitude	2.00	$117.0000	$234.0000
Bags- Titleist Carry	6.00	$98.0000	$588.0000
Bags- Titleist Staff	2.00	$170.0000	$340.0000
Ball Callaway Hx Bite Doz.	12.00	$26.0000	$312.0000
Ball Callaway Hx Bite Slv.	14.00	$8.0000	$112.0000
Ball Callaway Hx Hot Doz.	5.00	$20.6400	$103.2000
Ball Callaway Hx Hot Slv.	16.00	$6.1200	$97.9200
Ball Callaway Tour Ix Doz.	24.00	$36.2000	$868.8000
Ball Callaway Tour Ix Slv.	22.00	$8.1600	$179.5200
Ball Experienced	432.00	$0.0400	$17.2800
Ball Madera Logo	248.00	$0.8800	$218.2400
Ball Nike One Tour Doz.	10.00	$33.5000	$335.0000
Ball Nike One Tour Slv.	8.00	$6.5000	$52.0000
Ball Pinnacle 15 Packs	82.00	$10.6824	$875.9568
Ball Pinnacle Platinum Doz.	27.00	$35.0000	$945.0000
Ball Pinnacle Platinum Slv	43.00	$4.0000	$172.0000
Ball Titleist Dt Solo Doz.	10.00	$16.2800	$162.8000
Ball Titleist Dt Solo Slv.	8.00	$3.5100	$28.0800
Ball Titleist Nxt Doz.	3.00	$24.0000	$72.0000
Ball Titleist Nxt Slv.	20.00	$5.2500	$105.0000
Ball Titleist Pro V Doz.	24.00	$38.0000	$912.0000
Ball Titleist Pro V Slv.	14.00	$8.8500	$123.9000
Ball Top Flite 15 Pack Xl	58.00	$10.0000	$580.0000
Ball Top Flite D2 6 Pak	11.00	$4.0000	$44.0000
Ball Top Flite Gamer Doz.	1.00	$12.0000	$12.0000
Ball Top Flite Gamer Slv.	6.00	$4.2500	$25.5000
Ball-Titleist Mlb	8.00	$13.5000	$108.0000
Cigar 13.95	12.00	$3.4500	$41.4000
Cigar 6.95	33.00	$3.0000	$99.0000
Cigar 7.95	35.00	$4.5000	$157.5000
Cigar 8.95	18.00	$4.5000	$81.0000

Sales Item	Qty	Unit C	Cost
Glove- Bagboy	108.00	$2.5000	$270.0000
Glove- Callaway Chev 18	103.00	$5.5000	$566.5000
Glove F3	2.00	$8.2000	$16.4000
Glove- Fresno State Fjoy	13.00	$9.0000	$117.0000
Glove Ladies Precept	2.00	$7.2500	$14.5000
Glove Mizuno	23.00	$8.8800	$204.2400
Glove Stacooler	1.00	$6.4400	$6.4400
Glove Titleist	2.00	$8.2000	$16.4000
Glove Weathersoft	37.00	$6.8100	$251.9700
Glove -Wintergloves	12.00	$6.2500	$75.0000
Glove Wolfe True Grip	4.00	$5.1500	$20.6000
Glove-Nike Dura Feel V	3.00	$5.5000	$16.5000
Grip Fancy	38.00	$5.7975	$220.3050
Grip Regular	23.00	$2.4909	$57.2907
Hat Cali Fame Straw	22.00	$13.0000	$286.0000
Hat Callaway	46.00	$9.5600	$439.7600
Hat Imperial	60.00	$9.1000	$546.0000
Hat Nike	2.00	$11.5000	$23.0000
Hat Titleist Mlb Hats	27.00	$12.5000	$337.5000
Hat Us Open	3.00	$9.5000	$28.5000
Iron Callaway Wedge Chrome	2.00	$79.0000	$158.0000
Iron Hogan Wedge	1.00	$56.8500	$56.8500
Iron Mizuno Raw Wedge	7.00	$85.0000	$595.0000
Iron Nike Wedge	1.00	$72.0000	$72.0000
Iron Ping Wedge	4.00	$82.0000	$328.0000
Iron Titleist Wedge -Vokey	1.00	$79.4412	$79.4412
Outerwear- Ashworth Sweatshirt	2.00	$32.0000	$64.0000
Outerwear- Callaway Half Zip Pullover	3.00	$36.0000	$108.0000
Outerwear- Callaway Sweater	8.00	$33.0000	$264.0000
Outerwear- Packaged Rain Suit Weather Co.	1.00	$25.0000	$25.0000
Outerwear- Vest Ashworth	3.00	$18.5000	$55.5000
Putter Clip	2.00	$1.9500	$3.9000
Putter Odyssey White Hot	3.00	$87.0000	$261.0000
Putter Ping G5/ I Series	2.00	$83.0000	$166.0000
Putter Ping Standard	1.00	$60.0000	$60.0000
Putter Titleist Scotty Cameron	2.00	$179.6667	$359.3334
Putter Tour Edge	3.00	$25.0000	$75.0000
Shirt Antigua	10.00	$32.0000	$320.0000
Shirt Ashworth Fancy	47.00	$28.9600	$1,361.1200
Shirt Ashworth Plain	58.00	$24.4100	$1,415.7800
Shirt- Callaway Ashworth Shirt Fancy	8.00	$35.0000	$280.0000
Shirt- Callaway Ashworth Shirt Plain	12.00	$29.5000	$354.0000
Shirt Heritage Cross Fancy	6.00	$20.0000	$120.0000
Shirt Heritage Cross Plain	25.00	$14.0000	$350.0000
Shirt- Ladies Heritage Cross	13.00	$20.0000	$260.0000
Shirt- Mock Womens Ashworth	3.00	$18.5000	$55.5000
Shirt Womens Ashworth	28.00	$28.3100	$792.6800

Sales Item	Qty	Unit ↓	Cost
Shoe Laces Fjoy	25.00	$0.5300	$13.2500
Shoes- Fj Superlites	7.00	$54.0000	$378.0000
Shoes Fjoy Contour	1.00	$65.7900	$65.7900
Shoes Fjoy Dryjoy	5.00	$72.5000	$362.5000
Shoes Fjoy E-Comfort	8.00	$54.2600	$434.0800
Shoes Fjoy Greenjoys	35.00	$35.6200	$1,246.7000
Shoes Fjoy Reel-Fit	2.00	$120.0000	$240.0000
Shoes Fjoy Sandal	17.00	$51.0000	$867.0000
Shoes Golf Athletics	6.00	$55.0000	$330.0000
Shoes Ladies Lopro	3.00	$62.0000	$186.0000
Shoes-Fresno State Fj Contour	1.00	$95.0000	$95.0000
Shorts Ashworth	7.00	$24.0000	$168.0000
Shorts- Womens Ashworth	18.00	$31.9565	$575.2170
Socks Fjoy Ladies	1.00	$2.7600	$2.7600
Socks Jox Sox	51.00	$2.9000	$147.9000
Sunglasses Blink	6.00	$20.0000	$120.0000
Sunglasses Blink Polarized	13.00	$25.0000	$325.0000
Tees- Brush Tee Multi-Pack	5.00	$5.2500	$26.2500
Tees- Epoch Combo Pack	1.00	$3.3500	$3.3500
Tees- Long Package	253.00	$0.3600	$91.0800
Tees- Pride Sports Headercard 50 Pack	37.00	$1.0900	$40.3300
Tees- Pride Sports Headercard 75/100 Pack	90.00	$2.0900	$188.1000
Tees- Pro Length	7.00	$2.5000	$17.5000
Tees- Step Down	6.00	$2.5000	$15.0000
Towel Titleist	6.00	$14.2500	$85.5000
Towel-Global Madera Logo	21.00	$9.7500	$204.7500
Wood Adams Hybrid	4.00	$120.0000	$480.0000
Wood Callaway X460	1.00	$224.4500	$224.4500
Wood Cobra Hybrid Baffle	1.00	$120.0000	$120.0000
Wood Cobra Speed Driver	3.00	$247.5000	$742.5000
Wood Mizuno Mx 500	1.00	$225.0000	$225.0000
Wood Ping G5 / G10 Driver	1.00	$220.0000	$220.0000
			$31,215.08

EXHIBIT 'B'

INVENTORY OF EQUIPMENT

QUANTITY	ITEM
1	Jacobson Gas Greens Mower
1	Jacobson Greens King 6 Greens Mower
2	Jacobson Greens King 5 Greens Mower
1	John Deere 1000 Tractor Mounted Aerators
1	Planet Air Tow Behind Aerator
2	John Deere Diesel Utility Vehicle
1	Cushman Truckster Utility Vehicle
3	Suzuki Quad Runner
1	Super Star 2WD Trap Rake
1	Smithco Trap Rake
1	Turfco Topdressor Pull Behind Models
1	Spray Star Greens Sprayer
1	Smithco Fairway Boom Sprayer
1	3-Yard Dump Trailer
2	Kubota L3250-TS Tractor (a with front end loader)
1	Golf Equipment Lift
1	Grinder for Reel Mowers
1	Bed Knife Grinder
3	Spare Rollers, pull behind mower
3	Spare Verticut rollers
3	Spare Cutting Units
4	Shop Work Benches 3-wood, 1-metal
1	250 Amp Welder
Misc	Spare Tires
Misc	Equipment repairs parts and supplies
1	Air Compressor
1	Bench Grinder
2	Vise's-Bench Mount
2	Metal Racks and Shelves
Misc	Cup Cutters
Misc	Water Squeegee
Misc	Spare Flag Poles
Misc	Spare Cups
1	Ice Machine
1	Drag Mat
3	Sod Cutters
1	Trash Pump

2	Drop Spreaders
1	Power Washer
1	Flammable Storage Container
Misc	Fuel Cans
1	Oil Drum
2	Desk and Chairs, misc. office supplies
Misc	Irrigation Supplies
Misc	Concrete Tools
1	Motorized sod cutter
Misc	Hand Tools
2	Storage Sheds
1	Parts Washer
1	Core Harvester Unit
1	300 Gallon Diesel Tank
3	Spreaders
2	Hand Pumps
2	Edger's
1	Pull Behind Blower
2	Hand Held Blower
1	Back Pack Sprayer
1	24' Cargo Trailer
1	Lilly Spreader
1	Gannon Box Scrapper
1	12' Trailer
2	Ladders

Exhibit B: May 1, 2024 report to the City Council

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: E-2

SUBJECT:

Request for direction regarding deferred maintenance at Madera Municipal Golf Course

RECOMMENDATION:

Receive information on the current funding status of the Madera Municipal Golf Course and provide direction regarding deferred maintenance as appropriate.

SUMMARY:

During the City Council meeting on April 3, 2024, staff presented the annual report on the golf course. Following the presentation, Council requested an update on projected capital revenue and plans to address maintenance needs at the Golf Course. This item is intended to provide said information.

DISCUSSION:

During the June 21, 2023, City Council meeting, the Council approved a Ninth Amendment to the Madera Municipal Golf Course and Management Lease agreement with SGM Inc. dba Sierra Golf Management, Inc. (SGM). This amendment extended the existing lease agreement by an additional 5 years through June 30, 2028, and outlined a new and improved revenue agreement between the parties (Attachment 1).

Existing Agreement (Amendment 9 to the Agreement)

The following is a synopsis of the 9th Amendment.

- The agreement is for 5 years and includes, at City discretion, one (1) option to extend the term an additional (5) years. This agreement will expire on June 30, 2028, with a five-year extension available through June 30, 2033.

- The amendment allows for increased base rent and per-round golf rates compared to the previous contract.

- In years one through four, SGM will remit $2.75 per round of golf to the City, increasing to $3.00 per round in year five.

- SGM, the Clubhouse Tenant, currently Sugar Pine Smokehouse (SPS), and the City will each contribute $25,000 annually to a capital improvement fund. Thus, the grand contribution for capital improvements annually shall be $75,000.

- The base rent will be $65,000 annually to lease the golf course and clubhouse facilities.

- The City will utilize the Golf course for 5 events;
    - Annual 4th of July Holiday Golf Tournament
    - Fishing Derby
    - Employee Appreciation Day
    - Yet to be determined
    - Yet to be determined

- There will be annual updates to the City Council on the previous year's improvements and the planning year's improvements.

- The City will hold SGM capital funds of $50k annually until capital projects are completed.

- Golf Course Committee comprised of:
    - One City Council member
    - Parks Director
    - SGM Representative
    - Service Organization Representative
    - Golfer/At-large Community member
    - Food and Beverage Director/Representative

FINANCIAL IMPACT:

Table 1 provides a summary of the agreement.

Table 1: *Overview of the Existing Agreement*		
Terms		5 years
Base rent to City per year		$65k
Per Round Rate to City	Years 1-4	Year 5
	$2.75	$3.00
Capital Improvements Contribution by SGM per year		$50k
Capital Improvements Contribution by the City per Year		$25k

While preparing the 9th Amendment to the agreement with SGM, assumptions were necessary to determine potential revenue. Table 2 provides an overview of the assumptions.

Table 2: *Projected Revenue to the City from SGM per Amendment 9* (1)					
Year of contract per the 9th Amendment	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
Base Fee	$65,000	$65,000	$65,000	$65,000	$65,000
Estimated Rounds	30k	30k	30k	30k	30k
Fees Per Round	$2.75	$2.75	$2.75	$2.75	$3.00
Revenue for Rounds	$82,500	$82,500	$82,500	$82,500	$90,000
Payment to the City	**$147,500**	**$147,500**	**$147,500**	**$147,500**	**$150,000**
(1) Does not include Capital Improvements contributions which are identified in Table 6 of this report					

Condition and Improvement Plans

The City's contract fire marshal completed a site inspection of the Madera Golf Course on October 25, 2023. An inspection report was prepared on November 1, 2023 (Attachment 2) and shared with the advisory Committee shortly thereafter.

After review and discussion, the Committee drafted a letter (Attachment 3) outlining concerns relating to deferred maintenance at the Golf Course. However, the letter did not propose any cost estimates but was subsequently shared with the City Council on March 6, 2024.

Budgetary estimates addressing all deferred maintenance concerns were discussed during the Committee meeting held on April 22, 2024 (Table 3).

Table 3: *Repair Estimates*	
Deferred Maintenance Item	$
Assembly Bldg. Tree Roots External Concrete	$10,000
Missing Paint External	$50,000
Exit Signage (Complete)	-
Kitchen Ceiling (Complete)	-
AC Mechanical Units	$210,000
Restrooms ($40K FY 23/24 + $40K FY 24/25)	$80,000
Egress Doors	$60,000
Irrigation System (Full System)	$4,000,000
Pump Station (1)	$60,000
Heads and Controller (2)	$1,000,000
Current Annual average Irrigation Repair Costs (1)	$40,000
Invasive Grass and Weeds (SGM will handle)	-
Enhanced Practice Facilities (2)	TBD
Additional turf on the Driving Range (2)	TBD
(1) Alternative instead of replacing the complete irrigation system (2) Requires Additional clarification from USGA	

Table 4 provides an overview of the revenue the Golf Course has generated for the City over the last several fiscal years. It includes information on the sources of revenue, including income from SGM and any transfers of funds from the General Fund.

Table 4: *Madera Golf Course Fund – Revenue (1)*					
	Fiscal Year				
	2020/21	2021/22	2022/23	2023/24 (2)	2024/25 Projected
Rents/Pro Shop	$20,049	$19,970	$24,267	$50,799	$65,000
Green Fee User Charges	$58,004	$54,742	$59,878	$78,584	$90,000
Transfer-In (from the General Fund) (3)	$298,804	$298,151	$298,804	$76,336	$0
Total Revenues	**$376,857**	**$298,151**	**$298,804**	**$76,336**	**$155,000**
(1) All figures are rounded to the nearest dollar. (2) Year to date. There are still approximately 2 months remaining in this fiscal year. (3) Transfer-in are funds provided by the General Fund. Funds from the General Fund are transferred to the Golf Course Fund, thus it is shown as a revenue. These funds helped pay to service outstanding debt.					

Table 5 offers an e overview of the City's expenditures related to the Golf Course, encompassing debt service, payments to the Airport due to the Golf Course's utilization of Airport-owned

property, and insurance costs. Notably, insurance expenses, previously covered by the General Fund, are now recorded in a newly established account to enhance transparency in financial reporting. This summary provides insight into the financial obligations of operating and maintaining the Golf Course.

Table 5: *City Expenses for the Golf Course (1)*					
	Fiscal Year				
	2020/21	2021/22	2022/23	2023/24 (2)	2024/25 Projected
Liability/Property Insurance	$0	$0	$0	$14,459	$14,458
Payment to Airport	$64,083	$64,083	$64,083	$51,266	$64,083
Interest Payment for Loan	$32,128	$22,590	$12,744	$2,581	$0
Principal Payment for Loan	$296,600	$306,200	$316,100	$161,800	$0
Total Expenses	**$392,811**	**$392,873**	**$392,927**	**$230,106**	**$78,541**

(1) This does not include the City's contribution of $25k for Capital Improvements as outlined in Amendment 9 beginning in Fiscal Year 2023/24. Capital Improvements contributions are listed in Table 5.
(2) Year to date. There are still approximately 2 months remaining in this fiscal year.

Capital Improvement Funds

The current contract includes provisions for the City to contribute $25,000 annually towards capital improvements. As part of the 6th Amendment to the agreement with SGM, SGM contributed $20k annually towards capital for 2 fiscal years, plus a one-time $15k contribution for water improvements. Prior to the COVID pandemic, SGM contributed $50k per year for capital improvements. In the current agreement, approved in June 2023, SGM contributes $50k, whereas the City contributes $25k for a total of $75k per year.

Table 6: *Capital Improvement Contributions per Amendment 9*					
Year of contract	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
SGM	$25,000	$25,000	$25,000	$25,000	$25,000
Clubhouse	$25,000	$25,000	$25,000	$25,000	$25,000
City Contribution	$25,000	$25,000	$25,000	$25,000	$25,000
Total Capital	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**

Why has the City historically subsidized the Golf Course?

The tables above summarize the revenue and expenses of operating the golf course. Notably, they highlight the General Fund's supplemental funding, which offsets the golf course's expenses.

It is essential to recognize that historically, the General Fund has played a crucial role in supporting the golf course financially. However, it's important to understand that the General Fund also subsidizes various other public spaces within the City, including:

- Town and Country Park
- Sunrise Rotary Sports Complex
- McNally Park
- Frank Bergon
- Pan-American Center
- Public pools

While the golf course and public pools are the only City facilities typically accessible via payment from visitors, the golf course is the only facility operated by a for-profit private company. This distinction is important in understanding the diverse operational models employed within our community spaces.

Furthermore, while programmed sports fields such as soccer fields and baseball diamonds are available to the public, it's pertinent to acknowledge that private leagues often lease these fields. However, the rental rates only partially reflect the actual costs of maintaining these facilities. As a result, the General Fund also subsidizes such facilities, emphasizing the broader context of financial support for public amenities within the city.

This holistic perspective underscores the understanding that profitability alone does not serve as the sole measure of the value these facilities bring to our community. Instead, they contribute to residents' overall well-being and enrichment, promoting recreation, leisure, and social cohesion.

Financial Outlook for the Golf Course

With the retirement of the debt, a significant milestone has been achieved. Projections indicate that revenue from the Golf Course is expected to surpass expenses for the first time. Table 7 outlines a summary of projected expenses versus revenue for the upcoming five years, offering an overview of the anticipated financial landscape.

Table 7: *Financial Outlook (Revenues minus Expenses) for 5 fiscal years based on assumptions*

Year	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
Revenue					
Base Fee	$65,000	$65,000	$65,000	$65,000	$65,000
Estimated Rounds	30k	30k	30k	30k	30k
Fees Per Round	$2.75	$2.75	$2.75	$2.75	$3.00
Revenue for Rounds	$82,500	$82,500	$82,500	$82,500	$90,000
Ongoing Expenses					
Liability/Property Insurance	($14,459)	($14,458)	($15,000)	($15,000)	($15,000)
Payment to Airport	($64,083)	($64,083)	($64,083)	($51,266)	($64,083)
City Contribution for CIP	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)
Total	**$43,958**	**$43,959**	**$43,417**	**$56,234**	**$50,917**

ALTERNATIVES:

The staff has no recommendation currently. Request the council review the above information and determine whether it is feasible to stay the course as outlined in Amendment 9 or move forward with a budget adjustment addressing any or all the deferred maintenance items as presented.

ATTACHMENTS:

1. Resolution - Approving Ninth Amendment
2. Inspection Report for Madera Golf Course dated November 1, 2023
3. Golf Course Advisory Committee Letter received February 7, 2024

ATTACHMENT 1

RESOLUTION NO. 23-113

NINTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SGM INC. DBA SIERRA GOLF MANAGEMENT INC.

WHEREAS, the City of Madera (City) owns the Madera Municipal Golf Course, hereinafter called golf course for use and benefit of the public; and

WHEREAS, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and

WHERAS, the City and SGM Inc. DBA Sierra Golf Management Inc. (SGM) entered into a five-year agreement on October 7, 2009; and

WHEREAS, the initial five-year agreement allowed for a five-year extension and said five-year extension was exercised via Amendment on October 15, 2014; and

WHEREAS, on October 3, 2013, the City Council approved the second amendment to the agreement; and

WHEREAS, on October 15, 2014, the City Council approved the third amendment to the agreement; and

WHEREAS, on October 2, 2019, the City Council approved the fourth amendment to the agreement; and

WHEREAS, on April 15, 2020, the City Council approved the Fifth amendment to the agreement; and

WHEREAS, on March 17, 2021, the City Council approved the Sixth amendment to the agreement; and

WHEREAS, on April 27, 2023, the City Council approved the Seventh amendment to the agreement; and

WHEREAS, on May 28, 2023, the City Council approved the Eighth amendment to the agreement; and

WHEREAS, the existing agreement is set to expire on June 30, 2023; and

WHEREAS, the City SGM have been in negotiations to develop new lease terms for full-service golf course operations; and

WHEREAS, the City and Sierra Golf Management have agreed to extend the existing agreement to five years including a five-year renewal option; and

WHEREAS, all terms and conditions of the agreements shall remain unless expressly amended in the ninth amendment a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved; and

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

1. The above recitals are true and correct.
2. The City Council approves the Ninth Amendment to the Lease Agreement with SGM for Golf Course Operation and Management which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City.
4. This Resolution is effective immediately upon adoption.

****

PASSED AND ADOPTED by the City Council of the City of Madera this 21st day of June 2023 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit 1

NINTH AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SIERRA GOLF MANAGEMENT, INC.

This Ninth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement ("FIFTH Amendment") is made by and between the City Of Madera, a California municipal corporation, ("City"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610 ("Sierra") both hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS City and Sierra entered into an agreement on October 7, 2009, to contract for the operation and management of the Madera Municipal Golf Course ("Agreement"); and

WHEREAS, the Parties executed a Second Amendment to Agreement on July 3, 2013, a Third Amendment to Agreement onOctober15, 2014, a Fourth Amendment to Agreement on October 2, 2019, a Fifth Amendment to Agreement on, a Sixth Amendment on April 15, 2020, a Seventh Amendment on 27 April 2023, an Eighth Amendment on May 28, 2023; and

WHEREAS, the Parties have been diligently negotiating a new long-term agreement for the last few months; and

WHEREAS the Agreement is set expire on June 30, 2023; and

WHEREAS, the Parties the parties have reached mutual agreement on a new long-term contract.

AMENDMENT

1. Section 2 of the Agreement entitled "Term" and as amended by prior amendments is amended by adding the following to the end of Section 2:

   "Notwithstanding the above language, the term of this Agreement shall extend for a period not to exceed five years from the date of execution. Both parties agree to resume discussions related to exercising a five-year option to renew the agreement within 180 days of the termination date.

2. Section 5.1 of the Agreement entitled "Base Rent" and as amended by prior amendments is amended by adding the following to the end of Section 5.1:

   "Notwithstanding the above language, the base rent shall be $5416.66 per month during the term as described in Section 2 of the Agreement.

3. Section 5.2 of the Agreement entitled "Per Round Rate" and as amended by prior amendments is amended by adding the following to the end of Section 5.2:

> "Notwithstanding the above language and Section 4.6 of the Agreement, the Per Round Rate shall be $2.75 during years one (1) through four (4) and $3.00 in year four (4) through five (5) during the term as described in Section 2 of the Agreement.
>
> | | |
> |---|---|
> | Years 1-4 | $2.75 per round |
> | Year 5 | $3.00 per round |

4. Section 5.5 of the Agreement entitled Capital Improvement Account is amended as follows.

Commencing on the Effective Date and continuing through the Initial Term and Renewal Term, the City shall hold in reserves $75,000 in the Golf Course Capital Improvement Account and shall make such funds available exclusively for capital improvement projects at the Leased Premises.

5. Section 5.6 of the Agreement entitled Capital Improvement in the Agreement relating to Capital Improvements is amended as follows.

"Each year of the extended Agreement as per the Ninth Amendment, Sierra shall make capital improvements to the leased Premises in the amount of $50,000 per year. Sierra and its Tenant shall make an annual expenditure of no less than $25,000 each or $50,000 in total per calendar year.

The first priority shall be the repair and upgrade of the banquet hall restrooms. In parallel or soon after, SGM will utilize the unexpended funds, $15,000 previously allotted via Amendment no Sixth to address the issue of potable water. These funds will be utilized to purchase a new water tank and pump.

All other said capital improvements, and order of priority shall be determined by the Golf Course Committee.

6. Section 7.13 of the agreement entitled Restaurant and Banquet Operations is Amended as follows.

Sentence 2 of Paragraph No 2 is deleted in its entirety and replaced with "Should SPS vacate the clubhouse, the City, and SGM will work together to procure a new operator"

7. Section 40 is added to the agreement to read as follows;

The City will utilize the Golf course for 5 events;

1. Annual 4th of July Holiday Golf Tournament
2. Fishing Derby
3. Employee Appreciation Day
4. Yet to determined
5. Yet to be determined

8. Section 41 is added to the agreement to read as follow:

   Golf Course Advisory Committee – Within 30 days of the effective date of this contract, a Golf Course Working Group shall be mutually established between the parties. The group shall be comprised of:

   1. One City Council member
   2. Parks Director
   3. SGM Representative
   4. Service Organization Representative
   5. Golfer
   6. Food and Beverage Director/Representative
   7. At-large Community member

9. Except as amended by this Ninth Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Madera has caused this Ninth Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and SGM Inc. dba Sierra Golf Management Inc. has executed this Ninth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement on the day and year written below.

CITY OF MADERA,
A municipal corporation

Santos Garcia, Mayor

07/12/23
Date

SGM INC. DBA SIERRA GOLF MANAGEMENT INC.

Jeff Christenson, President/CEO

6-23-2023
Date

APPROVED AS TO FORM:

Hilda Cantu Montoy,

City Attorney ATTEST:

Alicia Gonzales, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

ATTACHMENT 2

City of Madera

November 1, 2023

RE: Inspection Report for Madera Golf Course

On October 25, 2023, an inspection of the Madera Golf Course located at Ave 17 was performed. The following is a report of what was observed during the site inspection. The report is divided into 2 sections; the first is the assessment for the assembly building and the second is for the pro-shop and maintenance building.

Assembly Building

1. Exterior concrete is heaved at the tree located outside the entry to the bar causing rainwater to flow towards/into building. Recommend tree removal and replace concrete as needed to provide proper slope at a minimum of 1% away from building. NOTE: The slope cannot exceed 2% at the accessible landing or 5% in any location.
2. The flooring inside the entry to the bar is water damaged and needs to be replaced.
3. Multiple locations along the exterior have missing paint creating a weather-proofing issue. All damage needs to be repainted.
4. Exit signage throughout needs to be checked, repaired and replaced. Due to the age of the units replacement is recommended but not required.
5. Repairs to the ceiling in the kitchen were made from a burst pipe. All such repairs need to be completed and must have surfaces that are non-absorbent so they may be cleaned in accordance with Heath Department regulations.
6. Mechanical Units on the north side appear to have excessive condensation which has caused multiple problems in the Mechanical Room.
   - The insulation is missing from condensing lines.
   - There are multiple holes in the ceiling.
   - There are multiple missing electrical cover plates.
   - The condensation pans appear to be quite rusted and leaky.
   - The units appear to have multiple repairs performed, but the age suggests that these are at the end of their life expectancy. New more efficient units are highly recommended.
7. The restrooms are dated but reasonably well maintained. However, the sinks and fixtures do not meet accessibility requirements. Therefore, if the bathrooms are to be refinished, such upgrades will be required. Also, since such upgrades are warranted by the Accessibility provisions of the California Building Codes and the ADA law, this protects the City from lawsuits. Also, such retrofit will require complying with CalGreen for water consumption which is simply low-flow fixtures.
8. Multiple egress doors need to be repaired/replaced. It appears the problem is mostly that the astragals (center vertical support rod) are not working properly. The doors themselves do not

appear to have significant damage although some signs of weathering and warping does exist. The panic hardware should be removed and replaced since apparently repairs have been attempted but with limited success. Some doors exceed the maximum 5# opening force as required by the Accessibility provisions of the California Building Codes and the ADA law.

9. The items below are required as components of the work to be performed because the were identified during the site inspection as not being code compliant.
   - Changes to accessibility generally will trigger upgrading the accessible path to such improvements from the public right-of-way. Such a path does not currently exist.
   - Proper air gap must be provided at drain lines at the floor sink in the kitchen.

Pro-Shop & Maintenance

1. The women's restroom does not have accessible sinks as well as paper towel dispensers.
2. A number of lights in the maintenance shop need to be repaired or replaced.
3. The main electrical service panel is obstructed by items. A minimum of 30 inches of clear space must be provided at all times.

A building permit is required for repairs and plans must be submitted which show all proposed work and shall include a copy of this letter with the application.

If you have any further questions, please contact me at (559) 661-5442

Thank you,

Matthew S. Tarr, FPE
Interim Fire Marshal

ATTACHMENT 3

MADERA

Mayor Santos Garcia
Madera City Council
205 W. 4th Street
Madera, CA 93637

Re. Madera Municipal Golf Course

Dear Mayor Garcia and Councilmembers,

The Golf Course Advisory Committee (GCAC) is writing this letter to provide an update on the committee's work thus far and to request a joint workshop with the council to obtain specific direction that will guide the committee's work for the following two to three years.

The GCAC has reviewed the lease (2009) which created the committee and has obtained a limited understanding of what we believe to be the city councils' directives, including the 9th amendment. What stood out to the GCAC and continues to be the focus is, the "City's desire to provide the highest level of service to the community of Madera". The GCAC is requesting a workshop to clarify and receive specific direction on what it means to provide "the highest level of service".

Ongoing GCAC Review

On October 25, 2023, an inspection of the Madera Golf Course located at Avenue 17 was performed by Interim Fire Marshal, Matthew S. Tar. The GCAC has discussed the inspection report at length, and the review just leads the GCAC to more unanswered questions and the need for guidance from the council.

Inspection Report – Assembly Building

1-2. Issue: Due to tree roots, external concrete is heaved causing rainwater to flow towards the building. Tree needs to be removed, concrete replaced and water-damaged flooring inside the entry replaced.

GCAC Response: The lease does not include provisions for the tenant to be responsible for tree removal or required concrete work. Future workshop should include whether this expenditure would utilize the Capital Improvements Fund. Or if not, would the City remediate without using the Capital Improvements Fund?

3. Multiple locations along the external having missing paint creating a weather-proofing issue.

GCAC Response: Specifics are required to fully understand the extent of this issue.

4. Exit signage throughout the building needs to be checked, repaired, and replaced.

GCAC Response: The need to ensure that the exit signage is working throughout the building is being addressed, receipts will be retained, and the invoice applied to the Capital Improvements Fund.

5. Completion of repairs to the ceiling in the kitchen need to be completed and kitchen surfaces must be non-absorbent so that they can be cleaned according to health department regulations.

GCAC Response: The tenant is responsible for rectifying these issues and work will be completed by their in-house team.

6. Mechanical Units – Due to age, new more efficient units are recommended.

GCAC Response: Due to the expected replacement costs, the committee is recommending replacing them in phases.

7. Restrooms need to meet ADA requirements.

GCAC Response: Highest Priority

Prioritized to reduce the potential for liability:

Assembly Building: Modify the women's restroom to meet ADA compliance. Remodel to the extent of painting and repairing /replacing broken toilets-fixtures.
Pro Shop: Modify the women's restroom to meet ADA compliance.
Assembly Building: Repair-replace egress doors to meet ADA compliance.
Assembly Building: Removal tree and replace concrete.

Future Items of Note
Deferred Maintenance of Irrigation System
Control of invasive Grasses and Weeds
Enhanced Practice Faculties
Additional Turf on Driving Range

2. Madera County Grand Jury Report 2324-06

Madera City Council

Madera City Hall

205 West 4th Street

Madera, CA 93637

Re: Enclosed Report: *City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: Revisited.*

Dear Respondent,

On behalf of the 2023-2024 Madera County Grand Jury, I am providing to you the following report:

City of Madera Fails to Enforce the Golf Course Contract requirements Madera Municipal Golf Course: Revisited

The report, *City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: Revisited,* will be released to the public on Wednesday, June 12, 2024, after 12 pm. This report is being provided to you in advance of its general release pursuant to Penal Code section 933.05, subdivision (f), which provides:

> A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

It is very important that you comply with this confidentiality requirement.

The Penal Code also prescribes the obligations of a governing board or elected county official with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to those recommendations and to the supporting findings, as directed in the report.

The time within which to respond is prescribed by subdivision (c) of Penal Code section 933, which states in relevant part:

> No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has

responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. **All such comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury**.

The Penal Code also prescribes the content of your responses. Subdivisions (a) through (c) of Penal Code section 933.05 state:

(a) For purposes of subdivision (b) of Section 933, as to **each grand jury finding**, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed **and shall include an explanation of the reasons therefor**.

(b) For purposes of subdivision (b) of Section 933, as to **each grand jury recommendation**, the responding person or entity shall report one of the following:

(1) The recommendation has been implemented, **with a summary regarding the implemented action**.

(2) The recommendation has not yet been implemented, but will be implemented in the future, **with a time frame for implementation**.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, **and a time frame for the matter to be prepared for discussion** by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor**.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the department head and the board of supervisors shall respond if requested by the grand jury, but the response to the board of supervisors shall address only those budgetary or personnel matters over

which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Please be aware that your responses will be a matter of public record and widely read by both community members and local media. Therefore, it is important that your responses be as clear and specific as possible. A response that is vague, does not provide a clear explanation of any action that has or will be taken, or that does not include a specific time frame for implementation, is neither helpful nor legally sufficient. Furthermore, if a response does not comply with the applicable provisions of the California Penal Code, you may be directed by the presiding judge to provide an amended response.

Please send your response addressed to the Honorable Michael Jurkovich, Presiding Judge, Madera County Superior Court, 200 S. G. Street, Madera CA 93637 with a copy to the Grand Jury, within the time period provided in subdivision (c) of Penal Code section 933 (see above).

The 2324 Madera County Grand Jury's reports, and the responses to them, will be posted on the Grand Jury's website. We would appreciate receiving an electronic copy, as well as a signed hard copy, of your response. You may E-mail a copy to < info.maderagrandjury@gmail.com>

Thank you for your cooperation in providing a meaningful and timely response.

Sincerely,

Lou Martinez
Foreperson
Madera County Grand Jury

City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED:

2023-2024

Madera County Grand Jury

Final Report 2324-06

Published June 2024

Summary

After receipt of responses from the City of Madera (City) to the 2022-2023 Madera County Grand Jury Report, *City of Madera Fails to Enforce Golf Course Contract Requirements, 2223-02,* the Madera County Grand Jury (MCGJ) revisited the City's multi-million-dollar asset, the Madera Municipal Golf Course (MMGC). The City has taken few positive actions since the previous report, and there is an ongoing lack of oversight, enforcement, and no action on deferred maintenance, failure to investigate and identify the subtenant bar operator, and failure to verify that the bar operator has ABC and City licenses.

Background

In 1991, the City of Madera (City), on behalf of its residents, established the open space recreational facilities, known as Madera Municipal Golf Course (MMGC), which is located on the southeast corner of Road 23 at 23200 Avenue 17, Madera, CA. The 18-hole Golf Course property is about 200 acres. It includes a large building that houses a pro shop for attire and accessories, a banquet room, a dining room with a bar, a kitchen, offices, and a patio area. The

Madera County Tax Assessor has placed a value of $2.8 million dollars for this public asset.

Since the City opened this business in 1991, the City has never operated the business. The City has had at least nine different business operators for the golf course facilities from the private sector. These nine businesses held a Type 47 liquor license, and they are named on the Alcoholic Beverage Control (ABC) website. In 2009, the City signed a management and lease agreement (Lease) with the current operator, SGM Inc., dba Sierra Golf Management Inc., (SGM), and dba Madera Municipal Golf Course (MMGC). There have been nine amendments to this agreement with the last amendment signed in June 2023 and ending after five years in 2028.

The Lease allows SGM to sublet parts of the premises. SGM took over the kitchen and bar operations from a suspended corporation and former SGM subtenant.

The MCGJ searched the ABC website for the MMGC bar history. The MCGJ discovered the identity of the business entity operating the city bar. The MCGJ read the ABC Notice posted at the MMGC, that SPS Madera Group LLC dba SPS at the Muni (GROUP), is operating the bar. (Please see the picture on the cover of this report which is the ABC Notice of liquor license transfer from SGM to GROUP.) The City confirmed that GROUP has never applied for a city business license. If the information the City provided to the MCGJ is accurate the GROUP's failure to obtain a City business license is a violation of City Ordinances.

As of March 2023, SGM sublet the MMGC kitchen and bar facilities and businesses to SPS Madera Group, LLC dba SPS at the Muni (GROUP).

However, for some unknown reason both SGM and the City claim that Sugar Pine Smokehouse, LLC (*Smokehouse*) is SGM's subtenant that has been operating the food and bar businesses since March 2023. As of May 1, 2024, *Smokehouse* is not on the ABC list of operators at the MMGC. The ABC website shows no record of *Smokehouse* having ever held a liquor license.

After receiving the 2022-2023 MCGJ report, for the first time since 2009, the City followed the 2009 Lease by establishing a Golf Course Advisory Committee (GCAC), and it also received the first contract-mandated United States Golf Association (USGA) annual report in 13 years.

Since 2009, SGM has been required by the Lease to produce a USGA report on how to maintain and improve the MMGC every year. SGM's failure to follow this Lease requirement

saved SGM about $30,000 over a 13-year period. The City informed the MCGJ that it will overlook SGM's violation and not request any compensation for this Lease violation. This is evidence that the City is not enforcing the Lease and has no intention of holding SGM accountable for the Lease violation which saved SGM around $30,000. SGM's failure to provide the annual USGA inspection reports for 13 years has contributed to the deferred maintenance now under discussion by the GCAC, SGM, and the City Council.

Questions linger about why the City takes such a lax position in enforcing the Lease by merely accepting, overlooking, and ignoring SGM's violations. The bar operator's identity and if the operator does not have a city business license may result in the City asserting its Chapter 6 Business License Ordinances to levy fines and/or criminal penalties. The 2023-2024 MCGJ has revisited the MMGC to delve into these and other matters.

Abbreviations:

ABC - California Alcoholic Beverage Control

ADA - Americans with Disabilities Act

BOE - Board of Equalization

GCAC - City Golf Course Advisory Committee

CI - Capital Improvements

City - City of Madera, an incorporated city

GROUP - SPS Madera Group, LLC dba SPS at the Muni (verified with SOS, ABC, and MCR)

FTB - Franchise Tax Board

Lease - All references to the 2009 Madera Municipal Golf Course Agreement and the 9 amendments.

MCGJ - Madera County Grand Jury

MCR - Madera County Recorder

MMGC - Madera Municipal Golf Course

PCS - Parks and Community Services Director

PRA - Public Records Act – Government Code sections 7920 - 7931

SGM - SGM, Inc., doing business as Sierra Golf Management, Inc., and dba Madera Municipal Golf Course (verified by SOS, MCR, City license deletes

"Municipal")

SOS – California Secretary of State

Smokehouse -Sugar Pine Smokehouse

USGA - United States Golf Association

Methodology

- Interviewed key City personnel and other knowledgeable people.
- Examined City Lease with SGM and nine amendments.
- Studied the City budget noting the golf course debt was retired in 2023.
- SGM monthly payment, and revenue reports.
- Inspected three years of monthly reports that SGM filed with the City.
- Reviewed equipment list (Exhibit B in the original contract).
- Followed payment records of SGM.
- Reviewed capital improvement fund and costs.
- Reviewed City, SGM, Sugar Pine Smokehouse (SPS), SPS Madera Group, LLC, North Fork Indian Casino, ABC, SOS, and other websites.
- Checked the Secretary of State's Business records.
- Reviewed the North Fork Rancheria's Environmental Impact Review (EIR) for planned casino construction off CA-99.
- Contacted and reviewed the ABC history of the liquor license ownership and present status of the incomplete ABC file on SGM's liquor License transfer to SPS Madera Group, LLC.
- Reviewed SGM ownership and golf courses managed by SGM.
- Visited the premises, website, and observed signage, ABC posting the Notice of change of liquor license to SPS Madera Group, LLC, menus and pricing, signage, restrooms, banquet room, dining room, and bar areas.
- Reviewed the City water and sewer infrastructure system.
- Reviewed the City zoning maps to note designation requirements and property development plans.

- Reviewed the USGA website, its August 2023 report to the City, and the services it offers to golf courses.
- Reviewed MCR records for fictitious business name filings.
- Reviewed GCAC reports, City Council reports, and agendas and attended meetings.
- Reviewed Smokehouse – City business license applications and issued business licenses.
- Reviewed the County Personal Property tax filings in the Madera County Assessor's Office.

Discussion

I. Correction to the MCGJ Report 2223-02 About the Sublessee

References to Sugar Pine Smokehouse (*Smokehouse*), in the MCGJ Report 2223 -02, are not correct. Most of those references to *Smokehouse* should be replaced by the business SPS Madera Group LLC, dba SPS at the Muni (GROUP) because *Smokehouse* has never been the business entity legally operating the MMGC bar.

The MCGJ was misled. The City and SGM represented that the *Smokehouse* was SGM's subtenant operating the kitchen and bar. This information included written and verbal reports to the City Council, SGM's website offering the *Smokehouse* menu, documents, records, agendas, public and official comments, stored videos of Council meetings, and interviews with the City Administration. By misleading the MCGJ that *Smokehouse* was SGM's subtenant, the public was also misled. This report explains why *Smokehouse* cannot legally operate the MMGC bar.

II. The True Identity of SGM's Subtenant

The City and SGM are required to know the parties involved in operating the businesses at the MMGC. The operators are SGM and its subtenant, GROUP, the bar operator. SGM knows that it is not selling its liquor license to *Smokehouse* because the ABC records show the Buyer is GROUP.

A. The City business license records processed by the City Finance Department indicate *Smokehouse* obtained its first business license in 2018 and was formerly located at 1830 West Cleveland Avenue in Madera.

B. Chapter 5 of the California Business and Professions Code requires that when a

business, uses a fictitious name it must register that name in the county where it operates. Businesses which are not registered with the SOS as corporations or LLCs cannot falsely claim to be those entities. Corporations and LLCs must file, publish, and record their fictitious business name statement with a county recorder no later than 40 days after using the name. As of May 1, 2024, the Madera County Recorder (MCR) had no record of any *Smokehouse* fictitious business name. As of May 1, 2024, the SOS had no records for *Smokehouse*.

C. With great difficulty the MCGJ followed the mysterious *Smokehouse* history through various public and government records. *Smokehouse* first appeared when it applied for a city business license on October 2, 2018. This application claims *Smokehouse* is a corporation. The application form was allegedly signed by the CEO corporate officer of *Smokehouse*. However, *Smokehouse* has never been a corporation, has never been an LLC., and has never had an ABC liquor license; *Smokehouse* is just a name.

D. The City Finance Department accepted *Smokehouse* business license applications as a corporation in 2018 and as an LLC on December 5, 2023. The City business license applications require signatures under penalty of perjury. The City's ongoing acceptance of *Smokehouse* as the MMGC subtenant, without checking with the ABC, SOS, and MCR, is evidence of the City's failure to exercise its oversight responsibility. On February 29, 2024, the City Finance Department issued a new business license to *Smokehouse* directly transferring the business location from the Cleveland address to the MMGC address with a new number and the notation, *restaurant without alcohol*. The City explained that *without alcohol* means the City Planning Department will check with the ABC to verify that *Smokehouse* has a liquor license, and if a license is verified, the *without alcohol* language will be removed. Thus, on February 29, 2024, *Smokehouse* appeared to become the subtenant operating a restaurant at the MMGC but *without alcohol*. This City issued business license to *Smokehouse* raises many questions.

E. If *Smokehouse* now claimed to be commencing its business at the MMGC without serving alcohol, and its name is not in the ABC records or on the ABC Notice, is this arrangement legal? Who was operating the restaurant prior to February 29, 2024, if it wasn't *Smokehouse*? As of February 29, 2024, since *Smokehouse* is stating it is a *restaurant without alcohol* then who is presently operating the City's bar facility? The food servers serve alcoholic beverages to tables and the patio which indicates that the restaurant is dispensing the alcohol.

There appears to be some intrigue involved with these relationships.

III. Who is Operating the Madera Municipal Golf Course Bar?

The SGM held an ABC Type 47 liquor license which is only issued to restaurants that offer alcoholic drinks *incidental to the food it serves*. The ABC website shows that the SGM license has restrictions and specific conditions. One condition is that it will not serve alcohol on the patio. The MCGJ did an inspection on May 7, 2024, which discovered that the food servers served bar drinks at dining room tables and outside on the patio. Perhaps the *without alcohol* notation should have been a red flag to the City informing it that *Smokehouse* has not been operating the bar since March 2023. If that didn't raise a flag, perhaps the City Planning Department if it finally checks with the ABC will discover that *Smokehouse* has not operated the MMGC bar for over a year. However, if *Smokehouse* has been operating the bar since March 2023 the ABC has no records approving *Smokehouse* to serve alcohol at the City bar. The City Planning Department and/or Code Enforcement hasn't checked the ABC website yet to make any findings about *Smokehouse* serving alcohol.

As of April 2024, the City provided the MCGJ with information which confirmed there is no copy of any ABC liquor license in the City's *Smokehouse* file. This is because the ABC has never issued *Smokehouse* a liquor license. The SGM website showing *Smokehouse* is operating the food concession, if true, would require *Smokehouse* to be the restaurant applying to the ABC for a Type 47 Liquor license *restaurant serving alcohol* incidental to the food service. The City business license states *restaurant without alcohol*. This too is notice that something is not right at the MMGC.

If *Smokehouse* purports to be a sole proprietorship, it has never been registered by the owner with the MCR. *Smokehouse* is not listed with the SOS, or MCR, and it has never held an

ABC liquor license and it cannot legally operate the MMGC bar. The SGM Type 47 ABC license requires a restaurant to be the bar operator, not the other way around. The City has no written procedures requiring a business entity to offer proof and/or evidence of its legal status or an ABC license. The City does have ordinances requiring businesses to prove their identities.

The obvious discrepancy here is GROUP was a newly established business entity on November 11, 2022. GROUP never operated at the Cleveland location. This is because GROUP didn't exist until after the Cleveland building was demolished. Whereas the City Finance Department records show the *Smokehouse* history going back to 2018. ABC records show that GROUP has claimed to operate the MMGJ bar since March 9, 2023. Nine (9) months later, on December 5, 2023, *Smokehouse* claimed that it was transferring its business location directly from Cleveland Avenue to the MMGC. This appears to be impossible due to the fact the Cleveland building didn't exist, and *Smokehouse* had ceased operations at that location about a year earlier.

The ABC, SOS, MCR, and City records clearly show that these alleged businesses, GROUP and *Smokehouse,* have traveled different paths over different time periods.

~~IV.~~ GROUP is SGM's Subtenant and GROUP is Not Licensed by the City

The City initially cooperated with the MCGJ by providing documents until the MCGJ asked for more detailed records. At that point the MCGJ was directed to make a Public Records Act (PRA) request for more documents and/or contact the City attorney. The MCGJ made a PRA request to the City requesting the following documents:

(a) *Business license applications and issued business licenses for the following:*

(1) GQ Investment Group, Inc. (GQ)

(2) Sugar Pine Smokehouse (Smokehouse)

(3) SPS Madera Group LLC dba SPS at the Muni (GROUP).

The City provided two applications and a City license for *Smokehouse* dated February 29, 2024. The City also made the written statement that *no applications or business licenses exist for GQ or GROUP*. However, both GQ and GROUP have operated businesses in the City.

This is very surprising because GROUP is registered on the ABC website as the MMGC bar operator as of March 9, 2023. The absence of any City business license record for GROUP may indicate that GROUP has been operating the bar and kitchen in the City for over a year

without ever applying for a City business license. If the records the City provided to the MCGJ are complete and accurate, and if GROUP has operated the bar without a City business license for over a year, the City may determine this situation is a violation of the City Business License Ordinances. The Ordinances provide for fines up to $500. a day for every day. If this is correct, the City fine could be up to $500.00 per day for 400+ days = $200,000+. The GROUP posted the ABC Notice of License Transfer on March 9, 2023, that it was serving alcohol at the MMGC, and by May 1, 2024, that is about 420 days. (Please see the City Ordinances, Section VI, below.) The MCGJ is not asserting this is a fact, nor advocating any result, it is merely trying to follow the confusing, twisted connections involved and how any of this could happen under the City's scrutiny. It will be interesting to see if the City overlooks violations of the City Code, Chapter 6, as it overlooked SGM's failure to pay for USGA reports for 13 years.

V. The City Has Failed to Adopt and Follow an Accurate Business License Process

Although the City has specific ordinances, the City has not adopted a written policy concerning how it *confirms* the legal identity of business license applicants. If the City had a policy all businesses would prove their legal identities to operate as a legal business. Businesses would not be able to file papers under penalty of perjury claiming to be different types of entities. How did *Smokehouse* apply for City business licenses stating it is the three different types of business entities when *Smokehouse* did not exist? How could GROUP operate the MMGC bar for over a year without the City's knowledge or a city business license?

Again, these MCGJ premises are based on the accuracy of the records and information provided by the City to the MCGJ or stated by the City as no record found.

The City has not implemented any procedures to identify and catch violators, even when the parties are mentioned at City Council meetings, or posted on ABC notices, and websites.

VI. Victims of Corporate Fraud Compensation Fund (VCFCF)

The SOS administers the VCFCF, under its Business Programs Division. This fund may be available to persons who obtain a judgment against certain businesses like corporations. In some cases of criminal restitution, applications to this fund may be analyzed for payment if the Debtor is unable to satisfy the judgment. Such judgments are not dischargeable in bankruptcy proceedings.

The City receives various forms which persons sign under penalty of perjury. The City

has ordinances specifically targeted at misrepresentations made to the City. See the following section quoting City Ordinances and specifically Section 6-1.93. The MCGJ is not advocating for application to this fund because the City has no Civil judgment for fraud or judgment for restitution against any corporation.

Access to this fund is another reason for the City to verify business entities that apply for City business licenses. If City obtains a judgment for misrepresentation or restitution and the business is unable to satisfy the money judgment, then the City can apply to the SOS for payment from this fund.

VII. City Ordinances Chapter 6, Business License Ordinances Include Fines and Crimes

A. According to the *CITY CODE OF ORDINANCES FOR BUSINESS LICENSES sections 6-1.01 – 6-1.94, CRIMINAL AND CIVIL ACTIONS AUTHORIZED FOR FAILURE TO PAY LICENSE TAX.* The purpose of applying for a business license is to register a business in the City. This is so the tax can be properly credited to that business and to approve the zoning.

The title for *Section 6-1.93* is *VIOLATIONS; PENALTIES*:

Any person, . . . violating any provision of this chapter, . . . or knowingly or intentionally misrepresenting to any officer of the city any material fact in procuring the license or permit provided for in this chapter shall be deemed guilty of a misdemeanor.

B. A report was filed with the City by SGM. On April 3, 2024, as stated in the Report to City Council - Agenda Number E-3, under the heading *Food and Beverage*.

In early 2023 we entered into a sublease agreement with Sugar Pine Smokehouse (Sugar Pine) . . . Sugar Pine has become a great partner for SGM and the City of Madera . . .

SGM failed to mention to the City that the bar operator is GROUP. However, if SGM's bar operator is in fact *Smokehouse* as SGM represents, and if *Smokehouse* is operating the bar with SGM's approval, there is no ABC approval which is a violation of the ABC regulations.

At the April 3, 2024, City of Madera Council meeting, *Smokehouse* was proclaimed as a partner with SGM, and the City according to the following statement under the heading, Food and Beverage

Food and Beverage

In early 2023 we entered into a sublease agreement with Sugar Pine Smokehouse (Sugar Pine) that has benefited not only the golf course but the community, as their beloved local eatery found a new home at the golf course. They have done a great job of creating a community feeling around the course with outside events and entertainment for the residents of Madera. Sugar Pine came in and invested time and money into getting the building where it needs to be to be successful.

These announcements are questionable because *Smokehouse* is not SGM's sublessee. The *Smokehouse*, without a city business license or ABC liquor license, hosted an event at the MMGC in November 2023 with 20 wine vendors participating. *Smokehouse* has photos of this event and other photos of alcohol displayed on its Facebook page. *Smokehouse* is not licensed by the ABC to serve alcohol.

C. The MCGJ discovered that this publicly acclaimed sublease to *Smokehouse* in early 2023, did not occur as stated. The City of Madera is not a partner with *Smokehouse* or *Sugar Pine* as SGM reported to the City. No sublessee of SGM signed any agreement with the City. This continues to raise questions about the City's oversight and ability to understand its agreements, know its subtenants, oversee the legal operation of its business concessions, enforce its Business License Ordinances, and collect taxes due to the City.

D. *Section 6-1.05 LICENSE REQUIRED* states, *it shall be unlawful for any person to commence . . . any business in the city without first having procured a license from the city so to do,* [sic] *without complying with . . . the regulations of this chapter . . .* This ordinance was last updated in 1999.

The tax on businesses is supposed to be collected by the City Tax Collector. The Tax Collector merely sends out annual notices to renew business licenses. In the event that the City Tax Collector cannot collect the tax, the ordinance invokes help from the Police Chief. It is the responsibility of Code Enforcement to enforce this and all City ordinances.

VIII. *Smokehouse* Does Not Exist

The MCGJ is apprehensive about stating that *Smokehouse* is fictional based on claims and proclamations by SGM and the City. It was reported to the City Council on April 3, 2024, at the regular Madera City Council Meeting, that the *Smokehouse* exists and is doing a *great job.*

Therefore, to verify the non-existence of the business *Sugar Pine Smokehouse, LLC.,* and after searching the SOS, ABC, MCR and City records, the MCGJ reserved the name *Sugar Pine Smokehouse, LLC* from the California Secretary of State (SOS) on May 2, 2024. The fact that MCGJ was able to reserve and control this name for 60 days is irrefutable evidence that *Smokehouse* is not registered as a legal business entity. On December 5, 2023, the City accepted an improper application for a business license, and on February 29, 2024, issued a license to *Smokehouse*. This application to the City identifies *Smokehouse* as both a sole proprietor and an LLC. This application was circulated and approved throughout City Departments; however, the application conflicts with itself.

Additional evidence suggests that SGM may be operating in violation of the Lease and/or City ordinances. A website, physical address, and domain name are all found to be questionable as to the identity of the SGM subtenant(s).

As recently as May 2024, the MCGJ continuous review discovered on the SGM website that SMG continues to identify *Smokehouse* as the food and beverage provider at the MMGC. On the website, there are photos, a menu, and the letters SPS. Further down in bold, black letters display the name *Sugar Pine Smokehouse.*

A current review of search engines by the MCGJ indicates prior to the issuance of the City business license, on February 29, 2024, S*ugar Pine Smokehouse, LLC.,* address remained listed at 1830 Cleveland Avenue with a phone number. *Smokehouse* is also listed at the MMGC address.

Finally, on the *Smokehouse* Facebook page, there is a link to an address connecting to a link that shows that the domain name, sugarpinesmokehouse.com, is for sale for $599.

The MCGJ could not determine if SGM has two subtenants at the MMGC. If both *Smokehouse* and GROUP are operating businesses as SGM's subtenants that could attract the attention of the ABC. The Facebook photos posted in November 2023 indicate that *Smokehouse* has been serving *food and alcohol* before the City license was issued on February 29, 2024. The ABC website is proof that *Smokehouse* has no approval to serve alcohol at the bar. GROUP has only appeared on the ABC website and on the ABC Notice taped to the dining room door since March 2023. However, GROUP's dba SPS at the Muni, appears on menus, SGM, and *Smokehouse* websites and elsewhere. Due to the confusion caused by SGM the MCGJ cannot

determine the identity of the actual SGM subtenants or operator(s) of the kitchen and bar.

IX. City Golf Course Advisory Committee (GCAC) Oversight

The 2009 original Lease between the City and SGM recommends the establishment of the GCAC. After the MCGJ released the 2223-02 report, the City promptly moved to establish this Committee. This Committee meets monthly and provides the City Council with written reports of its deliberations, findings, and recommendations. The GCAC publishes reports for open public comments and City Council discussions with committee members about these reports. The Committee has seven members including the City, SGM, the business operator Director/Representative, and members of the public. The Committee is a positive first step towards establishing local oversight with the Parks Department to focus on this multimillion-dollar public asset, which has been in decline suffering from *deferred maintenance* for decades.

In October 2023, the GCAC received a report prepared by the Interim Fire Marshal, Matthew S. Tarr, following his inspection of the conditions in and around the MMGC building. The report determined that there were various ADA and City Code violations. Code violations include requiring and installation of new Exit signs, upgrading the restrooms to ADA and Code requirements, and repair damage to the building. The GCAC determined these violations are of the *highest priority to reduce the potential for liability.* The MCGJ has not determined if any of this required work has been done.

X. Capital Improvements vs. Dcfcrrcd Maintenance

The City Council meeting on April 3, 2024, showed a positive focus on this public asset. There was a discussion about the new Capital Improvement (CI) funds. The 2009 Lease required

SGM to pay $50,000 for CI. Later this was reduced to $19,900. The SGM cannot apply its normal maintenance expenses (Lease *Section 16*) to its CI contributions. The use of CI money and SGM's completion of CI projects has been on the honor system. This was because nobody from the City monitored the physical results from SGM's application of the CI money. The Lease requires the City and SGM to keep reports for five years on where CI money was used. These CI reports were not readily available to the MCGJ until days after it received the approval to publish last year's report. Since SGM is required to buy sand as normal maintenance (Lease Section 16.4) and it maintains many other golf courses where it presumably is buying sand, the City should set up a system to make sure that invoices for sand, etc., are delivered to the MMGC and not going elsewhere.

Presently the CI requirements have been raised in the 9th Amendment to $25,000 payable by SGM, and $25,000 by its sublessee. Thus, the original $50,000 is now back in place. These payments are made in advance, every July. The City has no enforcement against the sublessee because the sublessee never signed the 9th Amendment. The payments are held by City and SGM submits statements for evidence of its CI expenses. It is unknown who in the City verifies if invoices are for maintenance or CI. There is no verification of work performed and materials used.

The City and SGM claim confusion in the Lease between the identification of CI and maintenance. However, *Section 16* is very clear about what constitutes maintenance. The Lease lists what SGM must supply. For example, normal maintenance includes equipment, materials, labor, fuel, sand, etc. In 2021, the City allowed SGM to apply the purchase of sand to CI instead of a normal maintenance expense under Lease *Section 16.4*.

On April 3, 2024, and again on May 1, 2024, the City Council discussed renovating the MMGC restrooms due to numerous complaints from golfers. Also, serious restroom problems are mentioned in both the August 2023 USGA report and the April 2024 GCAC report. A third report prepared by the City consultant studying the MMGC for Americans With Disabilities Act (ADA) compliance, shows pictures of restrooms that do not have basic handrails attached to the walls. The predominant discussion on April 3, 2024, was about *deferred maintenance,* and the discussion also alluded to using the CI money for the deferred maintenance. Since SGM has failed to maintain the premises, it is assumed that SGM caused some of the deferred maintenance

by not painting and performing other normal upkeep. The CI monies should never be credited for deferred maintenance that was caused by SGM's years of neglect.

The Lease allows the City to give SGM a *10-Day Notice* for needed repairs describing what the City expects to be done. If SGM fails to take action to fix the problem within ten days, the City can make the repair and bill SGM for its services. The City has never enforced this Lease term against SGM.

There has been a *ghost* handprint on the Men's restroom door for at least a year. This is where the black material covering the outside of the door has worn through to the white paint on the metal door. At the May 1, 2024, City Council meeting the City presented its own photo of this ghost-like handprint on the men's restroom door. In December 2023, the City had an employee Appreciation Breakfast in the MMGC banquet room for 200 employees. Every City employee had to walk past the men's restroom door viewing the handprint eyesore which appeared to be brown and unsanitary. Although the City has been aware of this condition for over a year, and it has been under public discussion for months, no action has been taken by the City or SGM for this minor repair.

XI. The City Increased the Rent by $25,000, But it Now Pays $25,000 to CI

The Ninth Amendment raised SGM's CI from $19,900 to $25,000. The City has never paid into the CI account. The 9th amendment to the Lease now requires the City to pay $25,000 into the CI account. To compensate for this new City contribution to the CI fund, the City raised

SGM's annual rent from $40,000 to $65,000. The result is no net increase to the City because the City's CI contribution is the same as SGM's raised rent payment. Thus, there is no net financial gain for the City from this offset. However, the City negotiated a higher *round of golf paid rate* which should result in a net increase in City revenue.

XII. Ongoing Failure to Use the Full Name of Madera Municipal Golf Course

In 2009, SGM Inc. first filed a fictitious business statement with the Madera County Recorder (MCR) doing business as *Madera Municipal Golf Course.* SGM applied for and was issued a city Business License for MMGC. The City Lease requires that this name, MMGC, must always be used by SGM together with the City and Parks logos. This business name is not used consistently as required by the Lease. For example, SGM letterhead and its website have often failed to include the word *Municipal.* In March 2024, SGM presented a letter to the Mayor and City Council that omitted the word *municipal* and the City and Parks logos from its letterhead. This omission was received by the City Mayor and Council without comment.

The GCAC had this name violation as a topic at its public meeting, but no action was taken.

The SGM website displays *Sugar Pine Smokehouse* as the MMGC food operator Madera Golf Course | Dining (maderamuni.com) and often omits the required City and PCD logos and the word *Municipal* from the name. The Lease states:

> *Sierra [SGM] shall ensure that all brochures, scorecards, and other printed advertising and marketing materials always bear and maintain City's identity with the mandatory use by Sierra [SGM] of the name 'Madera Municipal Golf Course' with the accompanying logos of the City and the City Parks and Community Services department as provided by the City.*

The City's response to Recommendation six (R6), in the MCGJ 2223-02 report, agreed that there were violations of the name and logo requirements, and the City would make necessary corrections. However, as of the end of the day, May 1, 2024, there have been no changes or corrections to these name and logo violations. The City has been aware of this Lease violation for almost a year and yet it has not enforced this requirement. This infraction appears to be the pattern in this SGM City business relationship.

Due to the City's ongoing neglect to enforce the Lease terms, the name requirement has

been an unresolved, ongoing issue since the MCGJ Report last year. This brings up the question whether any person in the City is responsible for understanding how such contracts are supposed to operate and be enforced. This becomes a more obvious issue when the City is admittedly aware of minor type cosmetic repairs and yet fails to enforce any remediation.

XIII. The City Has Not Designated a Person Responsible to Review Contract Requirements, Performance, Compliance, and Enforcement

The City Attorney is available to review contracts and explain the terms. However, once a contract has been approved by the Council, who is responsible for City oversight of contractual performance? This question is directed to all agreements, bids for services and materials, etc. In 2014, with the third amendment, the City delegated the MMGC oversight to PCS. However, there has been no history of any oversight by the PCS. While that oversight involves constant physical investigation it does not involve interpreting the Lease and its nine amendments to understand and enforce the management company's duties.

XIV. There is No Current Inventory of Personal Property and Fixtures which the City Owns vs. What SGM or GROUP Owns

The MCGJ asked the City for an inventory listing the personal property and fixtures it owns at the MMGC facility. This list is important for insurance claims in case of a loss from fire or other insurable events. This is also important due to the replacement of equipment by management and to avoid a dispute as to who owns what. The reply from the City was that the last inventory list is Exhibit B to the original 2009 Lease. However, as the MCGJ report last year explained, fourteen years ago, all equipment/property was sold to SGM two weeks after the Lease was signed and is no longer City property. This is another indication that, due to numerous amendments to the Lease instead of drafting one consolidated document, such successive changes over the past 14 years have simply created much confusion and no transparency. The goals and thoughts of the original planners back in 2009 are unclear because the City claims *we do not know what those people were thinking because they are no longer available.* This underscores the necessity for a new comprehensive Lease agreement.

XV. The City Consultant's 96 Page ADA Report – MMGC Inspection

A consultant was paid by the City to inspect and report on *Americans with Disabilities Act* (ADA) compliance throughout the City including the MMGC. The Report dated December

2022 resulted in a very detailed report and an inspection on the MMGC with 96 pages of observations including color pictures of the golf course facilities. The report raised concerns about the lack of ADA compliance. Again, the restrooms became the focus of this report. Each item noted in the report was supported with a color photo and a comment about the building code and ADA requirements which are of concern. The MCGJ was informed that each item is being inventoried by the consultant. Since the consultant's inventory, each of these items is supposed to be physically observed and noted by the *Parks and Community Services Department* (PCS) with its comments. This minute, detailed itemization has not been done by PCS. A previous ADA report was completed in 2009. However, there is no record of any review or response regarding the MMGC in the City records to that ADA report.

The MCGJ made visual walk-through inspections of the MMGC main building which began with bird droppings and a smashed egg on the outside walkway near the entrance. This is near the upright concrete ashtrays which were filled up with cigarette butts, cigars, a banana peel, and other trash. Entering the double glass doors and viewing the men's restroom door to the left, the ghost handprint on the men's door was obvious where the black covering is worn out from years of pushing the door open. Entering the right hallway into the bar-dining area is a raised lip of curved black tile which could be a hinderance or hazard for guests and employees. In addition, a transitions area at the entry to the dining room/bar area features areas of gaps in the flooring material. These are just a few examples of obvious, visible deferred maintenance and failures of ADA compliance.

XVI. The City Shows No Plans to Enforce SGM's Lease Compliance

The City has failed to take any action related to SGM's Lease violations except for changing the catering prohibition and enforcing the USGA report.

Ramifications of the City's failure to enforce the Lease after more than a decade have caused normal maintenance issues to become major deferred maintenance expenditures. Although the City is aware of the neglect of this multi-million-dollar public asset, the City has an uphill climb to achieve active oversight of the property and enforcement of the Lease. Issues such as compliance with the Lease and normal maintenance, and if the SGM liquor license can be transferred to the subtenant, are yet to be identified. No corrective action has been taken by the City. It appears to the MCGJ that SGM expects that its Capital Improvement (CI) fund

credits will be applied to its deferred maintenance expenditures in violation of the current Lease agreement. The City indicated that the CI could cost over $4 million dollars. Worn out paint was quoted to cost $50,000 which is two-thirds of the CI fund.

In 2023 the City made the final payment for MMGC, and this multi-million-dollar public asset is now debt-free. The retirement of the MMCG debt creates an opportunity for the City to redirect those freed-up funds to improve this long overly, neglected property. Improving this asset will improve MMCG's value, reputation, and desirability to the world of golf.

XVII. Conclusion

The City entered the Lease with SGM 14 years ago in 2009. The Lease allowed SGM to operate the public MMGC and facilities efficiently and maintain the entire property in good condition for public use. In 2024 both the City and SGM recognized that the property has seriously deferred maintenance issues. This and ADA compliance have created a financial crisis for MMGC.

Although the City Lease allows SGM to sublet the premises, and in 2023 SGM sublet the kitchen, bar, and banquet room, the City has failed to investigate SGM's subtenant. Not only has the City failed to inquire about this subtenant, but the City has also failed to check with the ABC to identify the business entity operating the MMGC bar. Had the City checked the ABC website it might have questioned why SGM has not been able to sell its liquor license to the subtenant after the one-year escrow. The ABC website shows that on February 29, 2024, the Board of Equalization (BOE) placed a hold on the SGM-GROUP liquor license escrow. However, the SGM liquor license was transferred to GROUP in late April 2024. The information presented in this MCGJ report should trigger a City inquiry about the insurance coverage on the subtenant's activities and legality of operating the City bar.

The very lax ability of the City to connect these and other obvious facts has become the major focus of this MCGJ investigation and report. For example, the ABC records available on its website show that GROUP is SGM's subtenant operating the MMGC bar. The ABC notice posted on March 9, 2023, has been taped to the MMGC dining room door for over one year. The City has hosted its Employee Breakfast in the building and has apparently ignored this notice. The SOS confirms that GROUP has a valid registration as an LLC as of November 11, 2022. The City has no written policy to check the registration of businesses seeking a City business

license and has registered *Smokehouse* as three different types of business entities.

The alleged *Smokehouse* business operating under City business licenses since 2018, cannot be found in any other government records. The City records show inconsistent types of businesses for *Smokehouse* which cannot be verified from any other sources.

The City has many blind spots that it must address to monitor the services and public properties under its trust. The City must get serious to create a system of accountability with written procedures to enforce violations of the City ordinances. As stewards of the City, the City Administration has the responsibility to protect and maintain the public's assets in good condition.

MCGJ Findings and Recommendations:

F 1 The MCGJ finds that the City has followed the 2009 Lease by establishing the Golf Course Advisory Committee to inspect, discuss, and report monthly to the City with findings and recommendations about MMGC.

F 2 The MCGJ finds there is no current Inventory list of City owned personal property and fixtures located at the MMGC.

F 3 The MCGJ finds that after 13 years the City has enforced one section in the Lease by requiring SGM to pay for the 2023 mandatory annual USGA report which was received in August 2023.

F 4 The MCGJ finds that the City's PCS has failed to inspect, inventory, or comment to the 2022 consultant's 96-page ADA report evaluating the conditions at the MMGC.

F 5 The MCGJ finds that the City has failed to understand the Lease and the series of nine amendments that have generated confusion hindering the orderly exercise, reasonable oversight, and enforcement over the MMGC tenants, maintenance, and capital improvement obligations.

F6 The MCGJ finds that the City business license application processing has no written procedures and thus no safeguards against fraudulent applications.

F 7 The MCGJ finds that the logos and name *Madera **Municipal** Golf Course* are often omitted from signage, scorecards, announcements, menus, events, websites, etc.

F 8 The MCGJ finds that the golf course kitchen and bar have not been operated by *Sugar Pine Smokehouse.*

F9. The MCGJ finds that the City made the written statement that no applications or City

business licenses exist for GROUP.

F 10. The MCGJ finds that the use of CI money has been discussed by the City and SGM as being used for deferred maintenance at the MMGC.

F 11. The MCGJ finds that the City Tax Collector has no system to track businesses within the City to ensure that the City is receiving prompt and continuous tax payments.

F12. The MCGJ finds that the City of Madera has had discussions about writing one coherent consolidated MMGC Lease with SGM.

F13. The MCGJ finds that the City has repeatedly failed to ascertain or confirm the true identity of SGM's purported subtenant(s) at the MMGC.

F14. The MCGJ finds that SGM appears to have two subtenants: *Smokehouse* for the food service, and the undisclosed bar operator GROUP.

F15. The MCGJ finds that the Interim Fire Marshal recommended that the MMGC be brought up to both the ADA requirements and the City Building Code due to serious violations.

F16. The MCGJ finds that the City has failed to ensure that its tenant and subtenants at the MMGC have performed their daily maintenance obligations under the Lease

MCGJ Recommendations:

R1 The MCGJ recommends that this GCAC continue its monthly oversite of MMGC.

R2 The MCGJ recommends that the City create an Inventory list of property and fixtures it owns at the golf course within 90 days of the publication of this report.

R3 The MCGJ recommends that SGM continue to provide the mandatory annual USGA advisory reports.

R4 The MCGJ recommends that the City have the PCS physically inspect and provide a written report to the City Council on each observation noted in the 96-page ADA Consultant's MMGC report within 90 days of receipt of this report.

R5 The MCGJ recommends that the City assign a person or department responsible for following up on all contracts to determine contractual performance and to enforce violations of required performance within 90 days of receipt of this report.

R6 The MCGJ recommends that the City enact written procedures for reviewing and processing Business license applications within 30 days of this report.

R7 The MCGJ recommends that the City correct the omission and take action to either

enforce this Lease requirement or delete the requirement within 30 days.

R8 The MCGJ recommends that the City require proof of the identity of the tenants and /or subtenants operating the kitchen and the bar and obtain a copy of the ABC liquor license within seven days.

R9. The MCGJ recommends that the City seek the maximum fines and penalties against GROUP within seven days of publication of this report.

R10. The MCGJ recommends that the City enforce the maintenance provisions in Lease *Section 16* to require SGM to pay for all deferred maintenance.

R11. The MCGJ recommends that the City enact adequate tracking systems to ensure that businesses are paying taxes to the City within 30 days from the publication of this report.

R12. The MCGJ recommends that the City complete negotiations and memorialize the product of the negotiations into one modern consolidated Lease within 90 days from the publication of this report.

R13. The MCGJ recommends that the City recognize that SGM has represented its subtenant as *Smokehouse* and commence all appropriate actions to determine and correct the subtenant's true identity of the kitchen/dining and bar operator(s) within 30 days of the publication of this report.

R14. The MCGJ recommends that the City investigate this subtenant discrepancy and take appropriate action within 7 days of the publication of this report.

R15. The MCGJ recommends that the City and SGM take action to correct these violations and complete the required work to avoid serious potential liability within 30 days of the publication of this report.

R16. The MCGJ recommends that the City enforce timely maintenance at the MMGC immediately.

Responses will be Delivered to the following:

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requests that the statutory required responses be delivered within the deadlines in both written form and PDF to the following:

///

Superior Court of Madera County

200 South G Street

Madera, CA 93637

Madera County Grand Jury

Po Box 534

Madera, CA 93639

Required Respondents: Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requires responses from the following: **within 60 days**:

Madera City Council

Madera City Hall

205 West 4th Street

Madera, CA 93637

Mayor of the City of Madera

Madera City Hall

205 West 4th Street

Madera, CA 93637

Madera County District Attorney

300 South G Street

Madera, CA 93637

Invited Respondents: Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury invites responses from the following **within 90 days**:

California Attorney General

1300 I Street Ste 1142

Sacramento, CA 95814

Alcoholic Beverage Control

1330 E. Shaw Avenue Ste or Building B

Fresno. CA 93710

///

City of Madera City Manager

Madera City Hall

205 West 4th Street

Madera, CA 93637

City of Madera Director of Parks and Community Services

John W. Wells Youth Center

701 East 5th Street

Madera, CA 93638

City of Madera Finance Department

Madera City Hall

205 West 4th Street

Madera, CA 93637

City of Madera Police Chief

330 C Street

Madera, CA 93637

City of Madera Planning Department

Madera City Hall

205 West 4th Street

Madera, Ca 93637

City of Madera Code Enforcement

330 C Street

Madera, CA 93637

City of Madera ADA Advisory Council

Madera City Hall

205 West 4th Street

Madera, CA 93637

City of Madera Golf Course Advisory Committee

Madera City Hall

205 West 4th Street

Madera, CA 93637

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

3. Report to the City Council from August 16, 2023, Response to Madera County Grand Jury Final Report 2223-02: “City of Madera Fails to Enforce the Golf Course Contract Requirements”

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: _____

SUBJECT:

Response to Madera County Grand Jury Final Report 2223-02: "City of Madera Fails to Enforce the Golf Course Contract Requirements"

RECOMMENDATION:

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 20, 2023. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code.

DISCUSSION:

The MCGJ issued a Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements" on June 20, 2023 requiring a response from the Mayor and from City Council. The Mayor and Council has 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements to fulfill the required response from the Mayor and from Council.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented; in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

FINANCIAL IMPACT:

The City's proposed Response to the Madera County Grand Jury does not constitute a direct financial impact to the City.

ALTERNATIVES:

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at a Council meeting before September 18, 2023, when response is required by the MCGJ, meeting the 90-day response requirement.

ATTACHMENTS:

1. City of Madera Response to Madera County Grand Jury Final Report 2223-02: " City of Madera Fails to Enforce the Golf Course Contract Requirements”
2. Madera County Grand Jury Report 2223-02

1. City of Madera Response to Madera County Grand Jury Final Report 2223-02: " City of Madera Fails to Enforce the Golf Course Contract Requirements”

_____, 2023

The Honorable Michael Jurkovich, Supervising Judge
Madera County Superior Court
Supervising Judge for Grand Jury
200 S. G Street
Madera, CA 93637

Re: **City of Madera Fails to Enforce the Golf Course Contract Requirements 2022-2023**
Madera County Grand Jury Final Report 2223-02; Published on June 16, 2023

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera, the City Manager, and the Parks & Community Services Department, collectively referred to as "City" in this Response.

On Tuesday, June 20, 2023, the City of Madera ("City") received an email from the Madera County Grand Jury, which attached a copy of the Grand Jury's Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements" (hereafter "Report"). The report does not stipulate when it would be released to the public. As such, we view the release date as June 20, 2023.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

Please be advised the City has taken the Grand Jury's Report seriously and has endeavored to address the Report comprehensively, as evidenced by this Response and by the attachments comprising 20 pages. Great care has been taken to ensure the City responds concisely yet with appropriate details as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to the Report.

FINDINGS

F1: The MCGJ finds that the City's golf course Budget reports are misleading. This gives the City Council and the public a false understanding of the actual Net Surplus in the City Budget.

Response 1: The City disagrees partially with this finding. As written, it is unclear what the finding is in reference to. The City's adopted Fiscal Year 2022/23 Operating Budget clearly identifies the City's debt pertaining to the Golf Course on pages 182, 187, and 244 under the title "Golf Couse Debt Service."

The City acknowledges that potential confusion may be introduced on Page 245 of the adopted Fiscal Year 2022/23 Operating Budget document where it indicates that the City will "Transfer In" $298,804, allowing the City to service its debt. A transfer is required to service outstanding debt considering the revenue generated is less than debt, and this practice is common in government accounting practices. This means that the City transfers that amount from the General fund to ensure the debt payments are made. While this terminology is used in public finance, greater explanation may be warranted on how these standards apply to the City budget.

With that said, the City routinely highlights the outstanding golf course loan balance. For example, in the report to the City Council on March 17, 2021, pertaining to the Sixth Amendment, it states:

> *"It is worth noting that there is outstanding debt for the golf course. The annual debt service for the golf course loan is approximately $328k in calendar years 2021, 2022, and 2023. The annual debt decreases to roughly $164k in 2024 at which time the debt will be retired. In addition, the golf course leases land from the Airport at an annual cost of $60k."*

Moreover, the City's Fiscal Year 2022/23 Operating Budget, notes, in part:

> *"The [golf course] fund does not typically cover its operating expenses with annual revenues. Due to a lack of revenue, the General Fund supports the Golf Course Fund with annual transfers-in"* (Page 180)

The City is noting that it "disagrees partially" because of the mandated method for response.

F2: The MCGJ finds that Lease Exhibit A and Exhibit B are obsolete.

Response 2: The City agrees with this finding. Said exhibits were part of the original 2009 Agreement between the City and Sierra Golf Management, Inc. (SGM); however, because the exhibits remain part of the official record and for transparency, they have not been omitted from more recent updates. It is not a typical business practice to delete exhibits from existing agreements as this would create a void in the record.

F3: The MCGJ finds that the record-keeping requirements of the Lease are not being met.

Response 3: The City partially agrees with the finding. The City has records pertaining to Capital Projects and revenues to the City, but lacks records pertaining to the United States Golf Association.

F4: The MCGJ finds that the City appointed the Parks Director to coordinate with Sierra for this golf course planning and oversight role.

Response 4: The City agrees with this finding. The City's Director of Parks & Community Services is responsible for coordination and oversight of the Municipal Golf Course.

F5: The MCGJ finds that the City has failed to exercise reasonable oversight and enforcement over the golf course maintenance and capital improvements.

Response 5: The City partially disagrees with the finding. The finding, as written, provides insufficient information to either agree or disagree, as the term, "reasonable oversight and enforcement" is unclear.

While not mentioned in Finding 5, the narrative of the Report alludes to sand. The respondent is assuming that this finding is relative to said item. If so, Section 16 of the 2009 Agreement notes that SGM shall be responsible for providing sand; whereas Section 5.6 of the Sixth Amendment notes:

> *"[S]aid capital improvements shall include repairing of drainage and renovation of 11 bunkers on the course. Said costs includes [sic], but is not limited to materials, equipment, and labor."*

Thus, while additional clarity may be desired, it is clear that the renovation of the bunkers for drainage improvement was deemed an appropriate expense.

More recently, the City did not mandate that the $15,000 connection be made to the Madera Irrigation District line as required by the 6th Amendment. This item was determined to be redundant and would not add water capacity by the City, Sierra Golf Management, Inc. (SGM), and/or Madera Irrigation District, thus said funds were reappropriated to other more pressing water infrastructure. Said reallocation of the $15,000 to add water capacity was approved by the City Council on June 21, 2023, as part of the 9th Amendment to the Agreement.

In terms of capital improvements, Section 34.6 of the original 2009 Agreement indicates:

> *All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than five (5) years, additionally any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than five (5) years after final resolution of such disputes, litigation, appeals or claims.*

Said records are available for public viewing.

F6: The MCGJ finds that the Lease requires that logos and name "Madera Municipal Golf Course" must always be used for all signage, announcements, menus, events, websites, etc. The MCGJ finds that the logos and word "Municipal" have been often omitted from required usage.

Response: The City agrees with this finding. The City will address this with SGM**.**

F7: The MCGJ finds that use of the golf course kitchen for catering from the golf course, is offered on both Sierra and Sugar Pine websites. Catering from the golf course is Prohibited and is a breach of the Lease.

Response 7: The City agrees with this finding. It is noted that Section 7.13 of Agreement states:

> *"…Unless agreed upon in writing, Sierra agrees to limit it's services under this agreement to the facilities at the Golf Course and will not under the auspices of this agreement provide catering services off."*

As part of 9th Amendment, adopted by the City Council on June 21, 2023, this section was amended to read:

> *"Sentence 2 of Paragraph No 2 is deleted in its entirety and replaced with "Should SPS [Sugar Pine Smokehouse] vacate the clubhouse, the City, and SGM will work together to procure a new operator""*

Thus, as part of the 9th Amendment, the prohibition against catering for off-site events was removed.

F8: The MCGJ finds that in 2021-23 the City gave Sierra unnecessary financial concessions due to the Covid-19 pandemic.

Response 8: The City disagrees with this finding. This finding neglects to recognize the immense uncertainty caused by the COVID-19 pandemic. In a report to the City Council on April 15, 2020, at the onset of the pandemic, City staff noted:

> *"The City and SGM were close to finalizing these terms last month when the COVID-19 pandemic began to emerge in the United States. The COVID-19 pandemic has had a negative impact on local economies, leaving SGM uncertain of long-term effects this may have on operations and reduction to revenues. SGM indicated to the City that they could not move forward with the terms of a new agreement due to the unknown variables at this time."*

At the time, the City's agreement with SGM was set to sunset on April 30, 2020, and the City was not in a position to resume responsibility for the operations and maintenance of the golf course. As noted in Response 1, the City was responsible for servicing debt and a comprehensive review of the City's adopted 2019/20 Operating Budget, and subsequent budgets, support the City's position that it is unable to resume responsibility without

reallocating substantial monies from other funds. For example, as an alternative, the City could have reallocated monies from other funds, such as General Fund dollars from the Fire or Police Departments, but this would have been irresponsible and would have altered the City's service delivery model that the community has come to expect.

In addition, the respondent disagrees with the underlying inference that this reduction was somehow inappropriate. The respondent questions the basis of this finding, as this statement does not provide:

- Any evidence
- Indication of a study or reference to underlying data that defines "unnecessary"
- A reasonable alternative

A review of the record clearly demonstrates that the pandemic was a global crisis with significant economic impacts. In a report to the City Council on March 18, 2020, over one month prior to Amendment 5, the City proclaimed a local emergency due to the imminent threat of COVID-19. This declaration was consistent with National, State, and County states of emergency.

The report continues by noting that:

> *"[T]he exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation."*

In short, the City was not in a position to resume responsibility given the uncertainty of the pandemic. The purpose of the concessions was an attempt to maintain the golf course in operating condition.

F9: The MCGJ finds that Lease section 4.4 unnecessarily excludes the City from receiving any revenue from the described activities.

Response 9: The City disagrees with this finding. The observation that the City excluded itself from receiving any revenue from the described activities is accurate; however, the respondent disagrees with the underlying inference that this fee practice is somehow inappropriate. Moreover, staff that was involved during the original 2009 Agreement have separated from the City, thus any direct response to counter with rationale would be speculative. Under the established structure, the City receives a Base Rent, compensating for additional activities.

F10: The MCGJ finds that there are no United States Golf Association [USGA] reports as required by the Lease.

Response 10: The City agrees with this finding. After additional research, SGM acknowledged that they have not contracted with USGA since the agreement was ratified in 2009. Since then, USGA visited the golf course on July 21, 2023. USGA provided a written report which was presented to the City Council on August 2, 2023. This report is attached as Attachment 1.

RECOMMENDATIONS:

R1: The MCGJ recommends that the City Finance Director correct and clarify all budget entries by December 31, 2023.

Response 1: The respondent is under the assumption that this recommendation pertains to the payment from the Golf Course to the Airport. If so, this recommendation has been addressed.

Staff became aware that the Golf Course Fund does not contain appropriations in the Fiscal Year 2022/23 Annual Operating budget to cover the rent payment to the Airport Fund. The payment of $64,083 is made to the Airport Fund as it is the legal owner of a portion of the property on which the golf course resides. To remedy this, at its June 21, 2023, City Council meeting, the Council approved an appropriation through a budget amendment.

R2: The MCGJ recommends that the City of Madera immediately rewrite a new contract for the lease, management, and operation of the Madera Municipal Golf Course.

Response 2: At its June 21, 2023, the day after the Grand Jury submitted its Report to the City, the City Council approved a five-year contract extension. In accordance with the Brown Act, the documents considered by City Council were published on June 17, 2023, days prior to the Grand Jury Report. While the City acknowledges that a contract absent items the Grand Jury considers obsolete may not be ideal, the contract is a legally binding document. Regardless, the City and SGM have discussed updating the contract.

R3: The MCGJ recommends "Detailed" records of Capital Improvements and Maintenance expenditures and the USGA advice reports, be kept by the City for public viewing and for at least five years or as required by law.

Response 3: This recommendation has been partially implemented and will be ongoing. The City has a long-standing policy relating to the retention of records in conformance with state law; however, the City understands the MCGJ request for greater detail. Moreover, the City prides itself in aiming to be transparent in governance and management of the City. This includes adhering to requests for public documents when requested by the community and all other Public Records requests, per the Public Records Act.

In terms of USGA advice reports, the initial report was made available to the public on August 2, 2023.

R4: The MCGJ recommends that Parks Director or other City Representative immediately begin to monitor and exercise oversight over the golf course Capital Improvement and Maintenance expenditures.

Response 4: This recommendation has been implemented and will be ongoing. Moreover, the 9th Amendment established a Golf Course Committee comprised of:

1. One City Council member
2. Director of Parks & Community Services
3. SGM Representative
4. Service Organization Representative
5. Golfer/At -large Community member
6. Food and Beverage Director/Representative
7. At-large Community member (added during the City Council meeting on June 21, 2023)

The Committee is expected to provide oversight on capital improvements and maintenance. In addition, the 9th Amendment requires that the City collect capital improvement funding and reimburse SGM for eligible activities. This is in contrast to the historic practice where SGM would submit receipts to the City.

R5: The MCGJ recommends that the City immediately specify the Maintenance and Capital Improvement categories as defined by USGA to eliminate confusion as to what Sierra is paying and/or has paid for golf course Capital Improvements and Maintenance.

Response 5: USGA visited the golf course on July 21, 2023 and prepared a list of recommendations. The report was presented to the City Council on August 2, 2023 and will be shared with the Golf Course Advisory Committee at their upcoming meeting.

R6: The MCGJ recommends that the City immediately enforce the Lease provisions requiring the word 'Municipal' and all other name and logo requirements.

Response 6: This recommendation has been implemented and will be on-going.

R7: The MCGJ recommends that the City immediately review its position on catering. When making any decision, the City should determine its original purpose for prohibiting offsite food service and catering. City should enforce the agreement or allow the use.

Response 7: The recently approved 9th amendment permits offsite catering. This item was reviewed during recent negotiations and the City cannot determine why said prohibition was originally included.

R8: The MCGJ recommends that the City immediately negotiate for concessions it made during Covid-19. The City should consider increasing its share of revenue by participating in all of Sierra's income excluded from the City in Lease Section 4.4.

Response 8: On June 21, 2023, the City Council approved the 9th Amendment which outlines how much SGM pays the City to operate the Golf Course. As part of the 9th Amendment, the amount that SGM remits to the City for base rent and per round of golf exceeds what it paid prior to the COVID-19 Pandemic.

R9: The MCGJ recommends that a new Lease be drafted immediately deleting all obsolete terms which unnecessarily exclude the City from City revenue.

Response 9: Given that the recommendation does not identify specifics, the City does not have adequate information to ascertain what obsolete terms this is regarding. Per Finding 2, it is apparent that the Madera County Grand Jury considers Exhibits A and B from the original 2009 Agreement obsolete; however, drafting a new agreement to strike two exhibits appears excessive. In addition, on June 21, 2023, the City Council approved the 9th Amendment, a five-year extension. Notwithstanding this, both parties have discussed preparing a consolidated agreement.

R10: The MCGJ recommends that the City should immediately make the USGA mandatory annual reports available for public review.

Response: This report was presented to the City Council on August 2, 2023 and is attached.

We thank the Grand Jury for its service to the community. Please let us know if you or the Grand Jury need additional information.

Sincerely,

Arnoldo Rodriguez
City Manager
City of Madera

c: Foreperson, Madera County Grand Jury, PO Box 584, Madera, CA 93639

Attachments:
1. Report to the City Council dated August 2, 2023, including report from the USGA

Attachment A: Report to the City Council dated August 2, 2023, including United States Golf Association report

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 2, 2023

Agenda Number: _____

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Informational report on USGA Site visit to the Madera Municipal Golf Course

RECOMMENDATION:

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

SUMMARY:

During the June 21, 2023 Council meeting staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. There is a provision in the original 2009 contract requiring an annual audit be conducted by the United States Golf Association (USGA); however, the report had not been previously prepared.

The staff is providing this report to inform Council that the USGA annual audit provision has been satisfied.

DISCUSSION:

On July 21, 2023, the USGA conducted its first audit of the Madera Municipal Golf Course. The audit findings were generally favorable. The course is over 30 years old and in good shape, except for several items requiring upgrades or general maintenance.

Recommendations made by USGA are presented below:

1. Upgrade Irrigation System

2. Increase Weed Control
3. Putting Greens – increase sand dilution and decrease surface patch.
4. Bunker renovation
5. Upgrade to hybrid Bermudagrass

The establishment of a seven (7) member golf committee was approved by Council during the July 19, 2023, meeting. The USGA recommendations will be scheduled for discussion during the Committee's upcoming.

FINANCIAL IMPACT:

Funding for Golf Course Capital improvement projects will be generated by revenues outlined within contract amendment nine.

ALTERNATIVES:

This is an informational item only.

ATTACHMENTS:

1. USGA Site Visit Report for Madera Municipal Golf Course 21 July 2023

USGA COURSE CONSULTING SERVICE

Site Visit Report

Madera Municipal Golf Club
Madera, California

Visit Date: July 21, 2023

Present:

Jeremy Jordan, Golf Course Superintendent
Dan Bacci, Sierra Golf Management
Jon Christensen, Sierra Golf Management
Brian Whitlark, USGA Green Section

Brian Whitlark | Regional Director, West Region | (480) 215-1958 | bwhitlark@usga.org

USGA GreenSection

Executive Summary

Thank you for the invitation to conduct the first Course Consulting Service visit to Madera Municipal Golf Course on behalf of the USGA Green Section. The purpose of the Course Consulting Service is to collect and distribute information on the proper construction and maintenance of golf courses. Each visit offers an impartial yet concerned perspective regarding turfgrass growth requirements, practical information on maintenance practices to address your needs, and sharing information from other courses that we visit that may be helpful to your operation. This information is provided free of bias since the USGA is not affiliated with manufacturers or suppliers. In short, we are a tool to help your superintendent and management team provide better turf for better golf.

This was my first visit to Madera Municipal Golf Course. The golf course is about 30 years old, and it is clear that there have been no capital improvement projects completed at the golf course. The infrastructure of the golf course is aging, and the most important topic of this report will be the need to upgrade components of the irrigation system. We will also discuss the importance of significantly increasing weed control efforts. A brief summary of the topics discussed in this report is included below:

- **Irrigation system.** Despite a significant reduction in irrigated turf, the irrigation system is insufficient to properly deliver water adequately and efficiently to this golf course. It is recommended for the City to consider significant upgrades to the pump station and irrigation system at Madera Municipal Golf Course.
- **Weed control.** Weeds are a significant problem at this golf course, and weed control efforts need to be increased in primary playing areas such as green surrounds, fairways and tees.
- **Putting greens.** The putting greens are in good health in general, but they are very soft and spongy. We will discuss increasing cultural practices to improve sand dilution and decrease surface thatch.
- **Bunkers.** The bunkers have exposed sumps which are unsightly and impact playability but do help to drain the bunkers during rainfall events. While not an immediate priority in my opinion, a bunker renovation should be considered in the future.
- **Bermudagrass upgrade.** After upgrading the irrigation infrastructure, it is recommended to consider upgrading to hybrid bermudagrass, which could be sprigged to the fairways perhaps nine holes per year. This would improve golf course aesthetics and playability year-round.

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Irrigation

Observations

1. **Antiquated System**

   The irrigation system is now over 30 years old. Most courses will replace irrigation satellites, sprinklers, lateral and mainline valves between year 15 and 25, and often courses will replace the entire irrigation system at year 30 to 35.

2. **System Limitations**

   The irrigation system does not deliver water adequately and efficiently to this golf course. The system only delivers about 1,200 gallons per minute, which is only about 40% of what a typical golf course will pump out to an 18-hole golf course. This means not enough water can be delivered to the golf course during an evening irrigation cycle, and the time in which to apply water is 11 to 13 hours. A system with adequate pressure and flow could deliver more water in a window of only about six hours. The long water window creates wet conditions for golfers playing early in the morning and does not facilitate deep watering.

3. **Multiple Sprinklers Per Valve**

   Most all golf courses I work with (approximately 90 golf courses per year) have the ability to control every sprinkler individually. At Madera, there are two to three sprinklers per station and, in some cases, five to six sprinklers per station. This means limited ability to apply site-specific water and results in inefficient use of water and overwatering.

4. **Inconsistent Spacing**

   The spacing among the sprinklers is inconsistent, which results in localized wet and dry areas.

5. **Valves Not Working**

   Mainline and lateral line valves are not working properly. This means that to conduct any repairs across the golf course, the team must shut off the pump station. During the summer months, this is a significant inconvenience and puts turfgrass throughout the golf course at risk of failure.

6. **Pump Station in Poor Condition**

   The pump station is in very poor condition and is exposed to the elements.

7. **No Independent Watering**

   It was great to see that irrigated turf was removed several years ago. It was reported that the team now irrigate only about 75 acres of turf compared to about 105 acres of turf several years ago. However, the sprinkler design is not set up to independently water only these 75 turf acres. This means water is applied where it is not needed.

8. **Poor Sprinkler Design Around Greens**

   There are full-circle sprinklers around greens, which means water must be applied to green surrounds and bunkers when greens are watered. Ideally, greens would be watered with part-circle sprinklers designed only for the greens to allow deep watering of greens without flooding bunkers.

Recommendations

1. **System Component Replacement**

   At the very least, it is suggested to replace swing joints, sprinklers and irrigation satellites and add a central irrigation computer. This is the very minimum irrigation component replacement plan. This plan does not allow for redesigning irrigation spacing to accommodate the new turf lines and does not replace lateral line pipes which are more likely to fail in the next five to ten years. Below is an industry reference that provides the expected useful service life of irrigation components:

GOLF COURSE ITEMS
EXPECTED LIFE CYCLE

HOW LONG SHOULD PARTS OF THE GOLF COURSE LAST?

No two golf courses are alike except for one thing: deferring replacement of key items can lead to greater expense in the future, as well as a drop in conditioning and player enjoyment. The following information represents a realistic timeline for each item's longevity.

Component life spans can vary depending upon location of the golf course, quality of materials, original installation and past maintenance practices. The American Society of Golf Course Architects (ASGCA) encourages golf course leaders to work with an ASGCA member, superintendents and others to assess their course's components.

ITEM	YEARS
Greens (1)	15 – 30 years
Bunker Sand	5 – 7 years
Irrigation System	10 – 30 years
Irrigation Control System	*10 – 15 years*
Pump Station	*15 – 20 years*
Cart Paths – asphalt (2)	5 – 10 years (or longer)
Cart Paths – concrete	15 – 30 years (or longer)
Practice Range Tees	5 – 10 years
Tees	15 – 20 years
Corrugated Metal Pipes	15 – 30 years
Bunker Drainage Pipes (3)	5 – 10 years
Mulch	1 – 3 years
Grass (4)	Varies

NOTES: *(1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 - 2 years after installation. (3) Typically replaced because the sand is being changed – while the machinery is there to change sand, it's often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace – for example, those that are more drought and disease tolerant — replanting may be appropriate, depending upon the site.*

ASGCA thanks those at the USGA Green Section, Golf Course Builders Association of America, Golf Course Superintendents Association of America and various suppliers for their assistance in compiling this information.

The materials presented on this chart have been reviewed by the following Allied Associations of Golf:

For more information, contact ASGCA at (262) 786-5960 or visit www.ASGCA.org

DATA COMPILED BY ASGCA, 125 NORTH EXECUTIVE DRIVE, SUITE 302, BROOKFIELD, WI 53005

2. **Pump Station Replacement**

   In Central California, the irrigation system is the lifeblood of every golf course and effectively is the most important part of the golf course. Without it, you do not have a golf course. Replacing the irrigation system components in conjunction with upgrading to hybrid bermudagrass would have a significant positive impact on the golfer experience for the long-term viability and sustainability of this golf course. It is strongly recommended to replace the pump station with a system that is capable of delivering at least 2,500 gallons per minute.

   - You may wish to reach out to Cloudburst Engineering in Palm Desert to assist with the pump station replacement.
   - It is also strongly recommended to reach out to in irrigation designer such as BTG Golf LLC for consultation on the system hydraulics. It is critical to size the pipe properly leaving the pump station and throughout the golf course to provide adequate flow.
   - Below I have included several articles on the importance of replacing the irrigation system.
     - How Do We Know When It Is a Good Time to Replace Our Irrigation System?
     - How Long Does an Irrigation System Last?
     - Irrigation System: There Is More Than Meets the Eye
     - New Irrigation System Offers Significant Water Savings
     - Proper Pump Maintenance and Testing
     - Making Your Case for An Irrigation Renovation
     - USGA Water Use and Irrigation Literature

Bermudagrass Upgrade

Observations and Recommendations

1. **Hodgepodge of Grasses**

   The primary playing areas in green surrounds, fairways and tees consist of a hodgepodge of grasses including common bermudagrass, cool-season and warm-season weeds, and patches of hybrid bermudagrass. The current combination of grasses and weeds does not provide the ability to deliver good conditions any time of the year. While golfers may consider the conditions acceptable, there is a huge opportunity at this facility if the irrigation system is upgraded to convert to hybrid bermudagrass and deliver a far superior playing experience, and one that will use much less water.

2. **Convert To Hybrid Bermudagrass**

   While many courses are sodding hybrid bermudagrass at a cost of about $.70 per square foot, there is an option to sprig bermudagrass at a cost of about $.15 per square foot. However, this would require closing nine holes for a period of about 90 days during the summer months to complete the conversion. It is important to note that it is not recommended to consider any conversion until the irrigation system is upgraded. The success of the conversion relies on improved irrigation coverage. The current system limitations would significantly limit the success of the conversion. Here is an article that explains bermudagrass conversion in greater detail.

Weed Control

Observations

1. **Significant Weed Population**

   Unfortunately, the golf course is littered with both cool-season and warm-season weeds. Green surrounds, fairways and tees have a very high weed population which significantly detracts from the golfer experience. It also weakens the existing turfgrasses.

Recommendations

1. **Increased Weed Control Program**

   While it may be several years until the City has the funds to upgrade the irrigation system and convert to hybrid bermudagrass, weed control efforts should be increased immediately. There is a big opportunity to significantly reduce the weed population during the summer months, which will ultimately increase the health of the common bermudagrass. Please consider the following weed control program:

   - **Increased nitrogen.** First and foremost, nitrogen should be increased on fairways to improve common bermudagrass density and coverage. It is always impressive to see that when bermudagrass density improves, the weed population decreases. Ideally, you would apply at least 2 pounds of nitrogen per 1,000 square feet between mid-September in late October and apply another 2 pounds of nitrogen per 1,000 square feet from early April through the end of May. Nitrogen should be applied only where necessary during the summer months.

   - **Spring preemergent weed control.** Please consider the following two options for pre-emergence weed control, which should begin in late February or early March:

     - One option is to spray indaziflam (Specticle®) on green surrounds, fairways and tees. The Specticle will kill a majority of existing cool-season weeds. Specticle can be expected to provide weed control through the end of August. It is critical to avoid spraying Specticle within a 15-foot barrier of the putting greens. In this zone, it is recommended to use a combination of prodiamine and Pennant Magnum® for preemergence control. A second application will be needed in late May, and the chemistry should be switch to granular Ronstar® to pick up goosegrass control.

     - The next option is to combine prodiamine with the Pennant Magnum in early March on green surrounds, fairways and tees. A second application will be needed with an alternative chemistry such as oxadiazon (granular Ronstar). Another option is simazine (Princep®).

   - **Fall postemergence goosegrass control.** For postemergence control of goosegrass, it is strongly recommended to have Sencor® on hand. While the two-application strategy in the spring is very important to control the summer weeds, we discussed not using preemergence products in the fall given the common bermudagrass is susceptible to wet and soggy conditions. In fact, the annual bluegrass and ryegrass that recovers each fall effectively improves playing conditions during the winter months, especially in a wet winter, even without overseeding. It is worth noting that if you should ultimately convert the fairways to hybrid bermudagrass, then it would be important to control the winter weeds.

- **Additional applications.** There is also a fair amount of purple nutsedge on the golf course. For this weed, it is important to use Celero® with two to three applications from mid-July through mid-October. You also may consider purchasing Vexis®, a granular product that can be used to spot apply to the nutsedge areas. The preemergent program provided above will help to control dallisgrass as well. However, when dallisgrass breaks through, it is recommended to spray Monument® as a postemergence control product.

Putting Greens

Observations

1. **General Condition**

   I was able to view multiple greens during our visit, and I'm happy to report that all greens have a healthy combination of bentgrass and *Poa annua*.

2. **Rooting Depth**

   Closer observation reveals roots extending to 5 to 6 inches in the greens.

3. **Shear Strength**

   I utilized a shear strength tester to measure surface strength of greens. A value less than about 12 Newton meters (Nm) indicates weak surface strength. At Madera Municipal Golf Course, values ranged from 15 to 17 Nm, which is excellent this time of year, especially given the recent heat.

4. **Excess Organic Matter**

   The putting greens are very soft and puffy, and ball marks are quite deep. A soil profile collected from greens reveals there is excess organic matter near the surface of the greens and there has not been enough sand applied for dilution.

Recommendations

1. **Aeration and Vertical Mowing**

   It is recommended to continue with your program to conduct 5/8-inch-diameter core aeration on a 2- by 2-inch spacing this fall. It is recommended to immediately precede this operation with vertical mowing with blades set about 0.150 inches below the bottom of the rollers. Run the vertical mower up and back on the same pass and change directions, thereby making four passes over the greens. Follow by applying ample sand to dilute surface organic matter.

2. **Increased Sand Topdressing**

   During the growing season, it is recommended to apply sand from February or March through October or November at a frequency of two or three times per month. Rates should range from as low as 40 to 50 pounds per 1,000 square feet to as high as 100 to 115 pounds per 1,000 square feet. During the primary growing season, conduct vertical mowing two to four times per month at light intensity. All these practices combined will help to reduce surface thatch and increase firmness. These practices will also help to smooth ball roll.

Bunkers

Observations

1. **Exposed Sumps**

   The bunkers have an exposed sump in the lowest area of each bunker to facilitate drainage during rainfall events. While this may be effective to remove water, it is unsightly and negatively impacts play. Golfers must move their golf ball aside when the ball comes to rest in these low-lying areas. I will say this is extremely uncommon to see at golf courses.

2. **Ample Sand**

   I was able to measure sand depth in a few greenside bunkers. It was great to see adequate sand at a depth of 6 to 7 inches. It was also good to hear that golfer comments concerning the bunkers are generally positive.

Recommendations

1. **Continued Sand Addition**

   For the time being, it is recommended to continue to add sand where necessary in greenside bunkers. A good goal is to provide 7 to 9 inches of sand on the bunker floors. This will help with playability and drainage.

2. **Bunker Renovation**

   A bunker renovation is needed at Madera Municipal Golf Course. However, I would strongly recommend focusing your capital monies on irrigation upgrades and converting to hybrid bermudagrass before any work may be considered on the bunkers.

Closing Comments

Thank you for an enjoyable morning spent on the golf course at Madera Municipal. Given that this was my first opportunity to see the property, it was impressive to see the amount of turf reduction and to see the greens in good condition. **The major take-home message from this first initial visit is that it is strongly recommended to focus capital improvement funds on irrigation system upgrades and consider upgrading to hybrid bermudagrass**. In the short term, it is necessary to increase funds for fertilizing primary playing areas and increasing weed control efforts. Thank you for your support of the USGA Green Section. Please do not hesitate to contact my office should you have any further questions or concerns.

Respectfully submitted,

Brian Whitlark

Brian Whitlark, Regional Director
USGA Green Section, West Region

Distribution:
Dan Bacci, Sierra Golf Management
Jon Christensen, Sierra Golf Management

USGA Green Section

Turfgrass and Environmental Research

The USGA Green Section appreciates your support of the Course Consulting Service. First started in 1953, the Course Consulting Service provides unbiased assessments of golf facilities to optimize resources and reduce consumption of critical resources. The proceeds from the Course Consulting Service directly support the USGA's annual $2 million investment in turfgrass and environmental research, which provides an estimated $2 billion annual benefit to the U.S. golf industry. Follow the QR Code for more information.

Tools and Solutions

The USGA Green Section is proud to offer tools and solutions for golf courses. Innovative products including Deacon, GS3, and GPS Services provide solutions to optimize the golf experience through data-driven communication and resource management.

Green Section Record

The USGA Green Section Record, is a free digital magazine offering the latest information on turfgrass management, environmental sustainability, innovation in golf course maintenance, and turfgrass research. If you would like to stay updated on regional topics, best management practices, and industry trends, please subscribe for free to The Record.

2. Madera County Grand Jury Report 2223-02

City of Madera
Fails to Enforce the Golf Course Contract Requirements

2022-2023
Madera County Grand Jury
Final Report 2223-02
Published on June 16, 2023

Summary

The City of Madera (City) owns the Madera Municipal Golf Course located at 23200 Avenue 17, Madera, CA. It is adjacent to the west side of Madera Airport. The City does not operate this business. The Golf Course includes the building which houses a pro-shop for golfing attire and accessories, a banquet room, kitchen and bar, including onsite food and beverage concessions, and patio area. In 2009 the golf course management and operation were turned over to Sierra Golf Management, Inc. (Sierra) under a Lease Agreement (Lease) with the City. Recently, Sierra made an agreement with Sugar Pine Smokehouse, LLC (Sugar Pine) to operate the golf course food and beverage concessions. Sugar Pine presently operates the food and bar services. The City does not have a copy of the Sierra – Sugar Pine agreement, although the Alcohol Beverage Control (ABC) requires the City to approve the agreement before it can issue a Liquor License. As of March 2023, the City is aware that Sugar Pine has a temporary ABC permit to serve liquor and Sugar Pine is operating the kitchen and bar concessions. The City has not produced any documentation on the Sierra – Sugar Pine agreement after the Madera County Grand Jury (MCGJ) request.

This report explores the City golf course, budgeting, revenue, and its operation by Sierra. The City has not enforced the Lease requirements for Sierra's signage and catering violations. The City budget and financial reports are misleading and failed to include $64,000 rent City pays to the Airport. The City Budget shows a Net Surplus for the golf course which is actually only 10 percent of the amount shown. The City has often deviated from Sierra's contractual payment requirements, by making revenue concessions to Sierra. The City has been timid in negotiations, lax in oversight, and has not enforced the Lease terms.

The City's 14-year history of golf course agreements with Sierra, unless renewed by the City terminates on June 30, 2023.

Abbreviations

ABC - California Alcohol Beverage Control

City – City of Madera

Lease - All references to the 2009 Madera Municipal Golf Course Agreement and amendments.

MCGJ - Madera County Grand Jury

Sierra – Sierra Golf Management, doing business as Sierra Golf Management, Inc.

Sugar Pine – Sugar Pine Smokehouse, LLC

USGA - United States Golf Association

Background

In 1991 the City of Madera established the Madera Municipal Golf Course in an Open Space Zone located at 23200 Avenue 17. In 2009, the City executed the original Lease with Sierra. The Lease includes the use, management, and operation of the 18-hole golf course, pro golf shop, driving range, putting green, golf carts, banquet room, parking lot, kitchen and beverage concessions, and events. The Lease period ended April 30, 2023, however it provided for two 30-day extensions. The City Manager signed the two 30-day extensions with Sierra, which are in effect until June 30, 2023.

Sierra is required to pay for annual Capital Improvements to the golf course. Sierra combined the 2021-22 Capital Improvement payments into the first extension year. Sierra spent $40,000 total to replace drains and sand in 11 bunkers for Capital Improvements. Sierra was to invest $15,000 to hook up a pipeline to the Madera Irrigation District, which as of March, the City states had not been done.

The Lease requires for Sierra to pay the United States Golf Association (USGA), a golf course advisory service, to provide reports annually on golf course Americans with Disabilities Act (ADA) compliance and guidance on golf course improvements. After a request to the City no USGA reports were provided to the MCGJ by the City. Sierra is required to keep records and reports for five years (see Lease Section 36). If these reports do not exist, and/or Sierra failed to pay the USGA for annual reviews, then Sierra has materially breached the Lease contract.

Lease Section 7.13 states, “Sierra shall be authorized to sell food and beverages …, or to subcontract for such services . . .” Section 23 allows Sierra to sublet the food and beverage concessions. Sugar Pine claims to have a ten-year lease with the City for the kitchen and bar concessions. The City denied the existence of any additional golf course agreements except the one with Sierra. The City as a prudent landlord should demand a copy of the Sierra – Sugar Pine agreement to evaluate insurance coverage, credit, and the City’s liability exposure.

The ABC Fresno Office has a file open to the public on Sugar Pine’s application for a

temporary Permit allowing Sugar Pine to serve liquor at the golf course. The ABC cannot issue Sugar Pine a liquor License because no agreement between Sierra and Sugar Pine, and signed by the City, has been submitted to the ABC. The City as the property owner, is required to approve the Sierra – Sugar Pine agreement before the ABC can grant Sugar Pine a liquor license. Thus, the Sierra-Sugar Pine agreement, if and when it is produced to the ABC, will be available to the City and the public. The Sierra - Sugar Pine agreement may be void unless Sierra is able to keep and extend some agreement with the City.

The City did not provide an answer to the MCGJ about whether or not a Public Notice of the expiring golf course contract with Sierra must be put out for public bids.

Methodology

Interviewed key City personnel.

Examined City Lease with Sierra and six amendments.

Studied City budget noting identified loans, debt service, omitted Airport Lease payment, and revenue.

Inspected three years of monthly reports that Sierra filed with the City.

Reviewed equipment list (Exhibit B from original contract).

Followed payment record of Sierra.

Reviewed capital improvement costs for 2021.

Reviewed the City, Sierra, Sugar Pine, North Fork Indian Casino, ABC, and other websites.

Checked Secretary of State's Business records on Sierra (none exist) and Sugar Pine Smokehouse, LLC.

Reviewed the North Fork Rancheria's Environmental Impact Review (EIR) for planned casino construction off CA-99.

Contacted and reviewed and the ABC history of the liquor license ownership and present incomplete ABC file on Sierra's license transfer to Sugar Pine.

Reviewed Sierra ownership and golf courses managed by Sierra.

Visited the premises and observed signage, ABC posting the change of liquor license to Sugar Pine, offsite catering information,-menus and pricing, signage, banquet room, dining room, and bar areas.

Reviewed the City water and sewer infrastructure system.
Reviewed the City zoning maps to note designation requirements and property development plans.
Reviewed the USGA website and the services it offers to golfers and golf courses.

Discussion

The MCGJ discovered that many Lease Sections, some of which are presented below are without clear definitions, are inconsistent, lack required updates, and carry forward irrelevant matters over the years. There has been a lack of City oversight and enforcement of Sierra's contractual requirements. A major portion of the golf course revenue is excluded from the City's participation. The City's Budget financial information is misleading. The Net Surplus shown in the Budget is $361,236 when it is only $32,392. The inflated City Budget Report is misleading because it failed to subtract the debt service from the Net Surplus.

On March 17, 2021, the City and Sierra signed the sixth contract amendment to the 2009 Lease Agreement. This contract included all of the prior amendments, Exhibits; and carried with it many irrelevant, contradictory, confusing, and outdated terms. This creates problems for the City decision makers on what the golf course requires for upgrades, and its true financial picture.

During the pandemic, the City made generous financial concessions to Sierra by lowering Sierra's annual Capital Improvement payments from $50,000 to $20,000 per year. The City reduced Sierra's annual rent payments from $40,000 to $19,992 per year. These concessions add up to $100,000. However, Sierra's monthly income reports to the City during that time showed no significant reductions to its income.

Sierra pays City $1.75 for each person playing a round of golf. Sierra's monthly reports to the City exclude hundreds of rounds of golf in the sales column with $0.00. It is not clear from the monthly reports if all rounds of golf played are paid to the City. The contract definitions are not clear about this.

The City should negotiate for a percentage of excluded income defined in Lease section 4.4 to receive a more equitable share of revenue from Sierra. Reporting the rounds of golf played should not exclude any round or revenue from the City. The City has neglected to exercise reasonable oversight over this valuable public asset.

I. Grossly Misleading City Budget Reports.

According to the 2022-2023 Madera Municipal Golf Course Fiscal Budget there is a $361,236 Golf Operations Net Surplus. This surplus does not include and subtract the golf course annual Debt Service of $328,844. The debt service is paid from the City's Special Payments account. Line Item 8000 lists $12,744 for Interest Payments, and Line Item 8001 lists $316,100 for Principal Payments. These line-item expenses were not included in the golf course Operations Expense Budget. Deducting this $328,844 debt service from the stated $361,236 Net Surplus total there is only an actual $32,392 Net Surplus. The City admitted that because the Net Surplus is only 10 percent of the Net Surplus stated in the Budget, this could be misleading. Since the figure is misleading, the City Council, Mayor, City Manager and the public cannot have an accurate financial picture about the golf course operation.

The City golf course makes an annual lease payment to the City Airport. This rent payment is approximately $64,000. This payment was omitted from the City Budget. It is not clear why the golf course charges $40,000 rent and pays the City Airport about $64,000 rent for a 15-acre water storage area. The City explained that the rent differential is an accounting practice adjusting payments between different City projects.

The monthly revenue generated by the golf course is stated in monthly reports that Sierra generates and provides to the City. The Lease requires Sierra to provide the City with monthly reports totaling the income Sierra received that month and the number of golfers using the course. The practice of totaling the revenue and rounds of golf played stopped in March of 2020. Sierra's reporting change made it difficult for City to see how much money was owed by Sierra, because the City would have to add up all the figures in each column. The MCGJ totaled Sierra's monthly reports in 2020 – 2022 which showed that during the Covid-19 pandemic, the golf course showed no slowdown in golf course income.

II. The 2009 Lease incorporated Exhibits A and B which are Obsolete.

The Lease, due to years of amendments and extensions without creating a new contract, includes many outdated inconsistent items. For example, Exhibit A has a revenue chart showing a 10-year revenue projection ending in the year 2019. That became obsolete in 2019. Exhibit B is

the inventory of equipment owned by the City in 2009. The City sold all of this equipment and the pro-shop inventory to Sierra on November 18, 2009, making Exhibit B obsolete.

III. Record Keeping for Capital Improvements. The Lease requires Sierra to keep records for five years of its costs for annual Capital Improvements and Maintenance. Specifically, this requires keeping Capital Improvement and Maintenance plans, design plans, diagrams, work orders, materials, receipts, and proof of Sierra's payments.

The City produced only one Capital Improvement record for the year 2021. The list shows the purchase of sand for about $7,000, and other items, however there were no plans, details, or evidence of City oversight. That record was a list of materials with corresponding costs. Lease Section 16.4 states that sand is a maintenance expense for Sierra, not a Capitol Improvement expense. However, in 2021, sand was paid as a Capital Improvement instead of a Maintenance expense. Maintenance items should not be credited for Sierra's annual Capital Improvement costs.

The ultimate guidance for golf course annual planning is the *U.S. Golf Association's Annual Turf Advisory Service* (USGA). Lease Section 7.2 states: "Sierra at its sole expense shall coordinate the annual USGA turf service. The annual turf advisory service *shall serve as a baseline for course conditions* and will provide Sierra and the City another tool for determining and prioritizing capital improvements and maintenance delivery plans." This service offers the City and Sierra, the USGA's independent golf course review and advice for improvements. This advice covers grading the slopes for handicapped persons' access. The USGA offers many other detailed suggestions for capital improvement and maintenance goals to upgrade the golf course each year. Sierra has a mandatory duty to pay for these reports as part of planning. City was not able to provide any of these mandatory annual USGA reports.

IV. The City Oversight Director for the Golf Course.

The City Parks and Community Services Director is assigned to coordinate with Sierra to oversee the golf course, its events, condition, and upkeep. This oversight involves reviewing plans, approving designs, overseeing projects, construction, purchase orders, reports, implementing the USGA baseline improvement goals, and other "details" which are spelled out under annual Capital Improvements and other sections of the Lease. This oversight involves

construction. As of December 2022, there had been no communication between Sierra and the Parks and Community Services Director who was appointed during the summer of 2022.

Lease Section 8.3 states, "The Director of Administrative Services shall act as City representative with respect to the work to be performed under this Lease Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment elements, and systems pertinent to Sierra's services." This Director does not exist in City job descriptions.

V. The City Has Failed to Enforce the Contract - Use of Name Violation by Sierra.

Both the Sierra and Sugar Pine websites omit the required City logos and the word "Municipal" from the name. The Lease states, "Sierra shall ensure that all brochures, scorecards, and other printed advertising and marketing materials always bear and maintain the City's identity with the mandatory use by Sierra of the name '*Madera Municipal Golf Course'* with the accompanying logos of the City and the City Parks and Community Services department as provided by the City." The City has not enforced this requirement.

VI. The City Failed to Enforce the Catering Violation – Sierra and Sugar Pine offer Catering.

Sugar Pine has assumed the golf course liquor and food operations from Sierra. Sierra and Sugar Pine websites offer offsite catering services under the heading of FOOD. Sugar Pine offers offsite catering with menus for parties of 10, and individual meals paid for separately. This is in direct conflict with the catering prohibitions in Lease Section 7.13. This section continues, "Sierra agrees to limit its services under this agreement to the facilities at the golf course and will not under the auspices of this agreement provide catering services off of the golf course facility." Use of the golf course kitchen for offsite food sales violates the catering prohibitions of the Lease. The last paragraph in Section 7.3 states: "Sierra shall have the exclusive rights, license, duty, and privilege to utilize the food and beverage concessions facilities **within** the restaurant and banquet building and patio **at** the Golf Course." Kitchen use for offsite food and beverage delivery and sales is expressly prohibited. The City has not enforced this prohibition.

The ABC issued Sugar Pine a temporary permit to serve liquor from the bar. The ABC cannot issue a liquor license until the City signs off on the Sierra-Sugar Pine agreement. In

March 2023, the City confirmed Sugar Pine has a temporary permit to serve liquor, and that there is no agreement between the City and Sugar Pine. The City states the only golf course agreement it has is the one with Sierra. Sugar Pine only has a "temporary permit" to serve alcohol because it has failed to submit its agreement with Sierra to the ABC. According to the ABC, the City as the property owner would have to approve any Sierra - Sugar Pine agreement making Sugar Pine the liquor operator before the ABC can change the temporary permit into a license. The City has never requested the Sierra – Sugar Pine agreement.

VII. Reporting Revenue Generated by the Golf Course – The City is Omitted from Most Revenue.

Lease Section 4.4 Permitted Uses - The "permitted uses" is a list of services and activities Sierra offers at the facility. "All revenue generated by Sierra shall be the property of Sierra including one hundred percent of all gross receipts from the sale of green fees, green fees packages, golf equipment, soft goods, supplies, lessons, driving range, cart fees, and food, beverage and banquet operations."

Sierra advertises various golf – green fee packages ranging from weekly to annually. These require payment to Sierra of upfront fees, and other monthly/annual fees. These programs require annual payments which range from $1,919 to $4800. Golfing activities and accessories such as golf carts, training, lessons, booking for tournaments, etc., are available.

None of the income from any of these specific activities is shared with the City.

VIII. Confusing Lease Definitions for Sierra Income and Rounds of Golf Played.

Lease Section 5.3. Per Round Rate. States, "per round rate shall be applied to all golf course rounds played in which Sierra received revenue or compensation from golfers." Reviewing Lease Section 4.4 herein above, green fee packages are 100 percent Sierra income and are not shared with the City. Revenue from membership, green fee packages, or member players are not identified in Sierra's monthly reports as revenue it received in that month. (See Lease Section 5.4.)

It is unclear if the City has or has not received revenue for each round of golf played where a "green fee package" or membership was sold instead of a day-player, day-payer. This is because the Sierra monthly reports show -0- under "sales" for member rounds of golf. The "sale

of green fees, green fee packages" are 100 percent excluded from City payments. Each monthly report provided by Sierra to City shows -0- sales in the member column for rounds of golf played by members in that month.

Reporting by Sierra is an honor system based on mutual trust. The City has never done an audit of the Golf Course financial reports. According to City personnel, if an audit was ever conducted, it was an analytical audit. An analytical audit is the historical comparisons of the monthly reports for different years. These audits do not verify the facts and figures listed in prior or current monthly/yearly reports, only the historical trends compared.

Findings:

F 1 The MCGJ finds that the City's golf course Budget reports are misleading. This gives the City Council and the public a false understanding of the actual Net Surplus in the City Budget.

F 2 The MCGJ finds that Lease Exhibit A and Exhibit B are obsolete.

F 3 The MCGJ finds that the record-keeping requirements of the Lease are not being met.

F 4 The MCGJ finds that the City appointed the Parks Director to coordinate with Sierra for this golf course planning and oversight role.

F 5 The MCGJ finds that the City has failed to exercise reasonable oversight and enforcement over the golf course maintenance and capital improvements.

F 6 The MCGJ finds that the Lease requires that logos and name "Madera Municipal Golf Course" must always be used for all signage, announcements, menus, events, websites, etc. The MCGJ finds that the logos and word "Municipal" have been often omitted from required usage.

F 7 The MCGJ finds that use of the golf course kitchen for catering from the golf course, is offered on both Sierra and Sugar Pine websites. Catering from the golf course is Prohibited and is a breach of the Lease.

F 8 The MCGJ finds that in 2021-23 the City gave Sierra unnecessary financial concessions due to the Covid-19 pandemic.

F 9 The MCGJ finds that Lease section 4.4 unnecessarily excludes the City from receiving any revenue from the described activities.

F 10 The MCGJ finds that there are no United States Golf Association reports as required by the Lease.

Recommendations

R 1 The MCGJ recommends that the City Finance Director correct and clarify all budget entries by December 31, 2023.

R 2 The MCGJ recommends that the City of Madera immediately rewrite a new contract for the lease, management, and operation of the Madera Municipal Golf Course.

R 3 The MCGJ recommends "Detailed" records of Capital Improvements and Maintenance expenditures and the USGA advice reports, be kept by the City for public viewing and for at least five years or as required by law.

R 4 The MCGJ recommends that Parks Director or other City Representative immediately begin to monitor and exercise oversight over the golf course Capital Improvement and Maintenance expenditures.

R 5 The MCGJ recommends that the City immediately specify the Maintenance and Capital Improvement categories as defined by USGA to eliminate confusion as to what Sierra is paying and/or has paid for golf course Capital Improvements and Maintenance.

R 6 The MCGJ recommends that the City immediately enforce the Lease provisions requiring the word 'Municipal' and all other name and logo requirements.

R 7 The MCGJ recommends that the City immediately review its position on catering. When making any decision, the City should determine its original purpose for prohibiting offsite food service and catering. City should enforce the agreement or allow the use.

R 8 The MCGJ recommends that the City immediately negotiate for concessions it made during Covid-19. The City should consider increasing its share of revenue by participating in all of Sierra's income excluded from the City in Lease Section 4.4.

R 9 The MCGJ recommends that a new Lease be drafted immediately deleting all obsolete terms which unnecessarily exclude the City from City revenue.

R 10 The MCGJ recommends that the City should immediately make the USGA mandatory annual reports available for public review.

Required Responses Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following elected county officials within 60 days:

Mayor of Madera

Madera City Hall

205 West 4th Street

Madera, CA 93637

Madera City Council

Madera City Hall

205 West 4th Street

Madera, CA 93637

Invited Responses Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following governing bodies within 90 days:

City Manager

Madera City Hall

205 West 4th Street

Madera, CA 93637

Director of Parks and Community Services

John W. Wells Youth Center

701 East 5th Street

Madera, CA 93638

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

4. Report to the City Council from August 16, 2023, Response to Madera County Grand Jury Final Report 2223-02: “City of Madera Fails to Enforce the Golf Course Contract Requirements”

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: August 16, 2023

Agenda Number: _____

SUBJECT:

Response to Madera County Grand Jury Final Report 2223-02: "City of Madera Fails to Enforce the Golf Course Contract Requirements"

RECOMMENDATION:

It is recommended the City Council (Council) review the proposed Response to the Grand Jury Report (Report) and approve the Response as presented or provide direction on changes to the proposed Response

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report on June 20, 2023. The Council has 90 days to submit a written response. Written responses must be prepared and submitted within specified guidelines provided by the California Penal Code.

DISCUSSION:

The MCGJ issued a Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements" on June 20, 2023 requiring a response from the Mayor and from City Council. The Mayor and Council has 90 days to submit a written response to the Report and submit it to the Madera County Superior Court Presiding Judge. Staff has prepared a proposed Response to the Report for Council's consideration, consistent with Penal Code requirements to fulfill the required response from the Mayor and from Council.

Note that Penal Code Section 933.05 includes a specific manner for responding to the Findings and the Recommendations provided in the MCGJ Report. That process is outlined below.

A. Response to Findings.

In response to each grand jury finding in a final report, the responding party is statutorily required to indicate one of the following:

1. The respondent agrees with the finding.

2. The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

B. Response to Recommendations.

In response to each grand jury recommendation in a final report, the responding party is statutorily required to indicate one of the following:

1. The recommendation has been implemented; in which case the responding party must include a summary of the implemented action;

2. The recommendation has not yet been implemented, but the recommendation will be implemented in the future, in which case the responding party must include a timeframe for implementation;

3. The recommendation requires further analysis, in which case the responding party must include an explanation, the scope and parameters of an analysis or study, and a timeframe, not to exceed six months from the date of the final report's publication, for the matter to be prepared for discussion by the applicable agency or department officer, head, or governing body being investigated or reviewed; or

4. The recommendation will not be implemented because it is unwarranted or unreasonable, in which case the responding party must include an explanation therefor.

FINANCIAL IMPACT:

The City's proposed Response to the Madera County Grand Jury does not constitute a direct financial impact to the City.

ALTERNATIVES:

The Council has the following options to consider relating to this matter:

- Approve the Response to the Grand Jury as presented.
- Approve the Response with amendments.
- Direct staff to return with additional information at a Council meeting before September 18, 2023, when response is required by the MCGJ, meeting the 90-day response requirement.

ATTACHMENTS:

1. City of Madera Response to Madera County Grand Jury Final Report 2223-02: " City of Madera Fails to Enforce the Golf Course Contract Requirements”
2. Madera County Grand Jury Report 2223-02

1. City of Madera Response to Madera County Grand Jury Final Report 2223-02: " City of Madera Fails to Enforce the Golf Course Contract Requirements”

_____, 2023

The Honorable Michael Jurkovich, Supervising Judge
Madera County Superior Court
Supervising Judge for Grand Jury
200 S. G Street
Madera, CA 93637

Re: **City of Madera Fails to Enforce the Golf Course Contract Requirements 2022-2023**
Madera County Grand Jury Final Report 2223-02; Published on June 16, 2023

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera, the City Manager, and the Parks & Community Services Department, collectively referred to as "City" in this Response.

On Tuesday, June 20, 2023, the City of Madera ("City") received an email from the Madera County Grand Jury, which attached a copy of the Grand Jury's Report titled "City of Madera Fails to Enforce the Golf Course Contract Requirements" (hereafter "Report"). The report does not stipulate when it would be released to the public. As such, we view the release date as June 20, 2023.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

Please be advised the City has taken the Grand Jury's Report seriously and has endeavored to address the Report comprehensively, as evidenced by this Response and by the attachments comprising 20 pages. Great care has been taken to ensure the City responds concisely yet with appropriate details as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to the Report.

FINDINGS

F1: The MCGJ finds that the City's golf course Budget reports are misleading. This gives the City Council and the public a false understanding of the actual Net Surplus in the City Budget.

Response 1: The City disagrees partially with this finding. As written, it is unclear what the finding is in reference to. The City's adopted Fiscal Year 2022/23 Operating Budget clearly identifies the City's debt pertaining to the Golf Course on pages 182, 187, and 244 under the title "Golf Couse Debt Service."

The City acknowledges that potential confusion may be introduced on Page 245 of the adopted Fiscal Year 2022/23 Operating Budget document where it indicates that the City will "Transfer In" $298,804, allowing the City to service its debt. A transfer is required to service outstanding debt considering the revenue generated is less than debt, and this practice is common in government accounting practices. This means that the City transfers that amount from the General fund to ensure the debt payments are made. While this terminology is used in public finance, greater explanation may be warranted on how these standards apply to the City budget.

With that said, the City routinely highlights the outstanding golf course loan balance. For example, in the report to the City Council on March 17, 2021, pertaining to the Sixth Amendment, it states:

> *"It is worth noting that there is outstanding debt for the golf course. The annual debt service for the golf course loan is approximately $328k in calendar years 2021, 2022, and 2023. The annual debt decreases to roughly $164k in 2024 at which time the debt will be retired. In addition, the golf course leases land from the Airport at an annual cost of $60k."*

Moreover, the City's Fiscal Year 2022/23 Operating Budget, notes, in part:

> *"The [golf course] fund does not typically cover its operating expenses with annual revenues. Due to a lack of revenue, the General Fund supports the Golf Course Fund with annual transfers-in"* (Page 180)

The City is noting that it "disagrees partially" because of the mandated method for response.

F2: The MCGJ finds that Lease Exhibit A and Exhibit B are obsolete.

Response 2: The City agrees with this finding. Said exhibits were part of the original 2009 Agreement between the City and Sierra Golf Management, Inc. (SGM); however, because the exhibits remain part of the official record and for transparency, they have not been omitted from more recent updates. It is not a typical business practice to delete exhibits from existing agreements as this would create a void in the record.

F3: The MCGJ finds that the record-keeping requirements of the Lease are not being met.

Response 3: The City partially agrees with the finding. The City has records pertaining to Capital Projects and revenues to the City, but lacks records pertaining to the United States Golf Association.

F4: The MCGJ finds that the City appointed the Parks Director to coordinate with Sierra for this golf course planning and oversight role.

Response 4: The City agrees with this finding. The City's Director of Parks & Community Services is responsible for coordination and oversight of the Municipal Golf Course.

F5: The MCGJ finds that the City has failed to exercise reasonable oversight and enforcement over the golf course maintenance and capital improvements.

Response 5: The City partially disagrees with the finding. The finding, as written, provides insufficient information to either agree or disagree, as the term, "reasonable oversight and enforcement" is unclear.

While not mentioned in Finding 5, the narrative of the Report alludes to sand. The respondent is assuming that this finding is relative to said item. If so, Section 16 of the 2009 Agreement notes that SGM shall be responsible for providing sand; whereas Section 5.6 of the Sixth Amendment notes:

> *"[S]aid capital improvements shall include repairing of drainage and renovation of 11 bunkers on the course. Said costs includes [sic], but is not limited to materials, equipment, and labor."*

Thus, while additional clarity may be desired, it is clear that the renovation of the bunkers for drainage improvement was deemed an appropriate expense.

More recently, the City did not mandate that the $15,000 connection be made to the Madera Irrigation District line as required by the 6th Amendment. This item was determined to be redundant and would not add water capacity by the City, Sierra Golf Management, Inc. (SGM), and/or Madera Irrigation District, thus said funds were reappropriated to other more pressing water infrastructure. Said reallocation of the $15,000 to add water capacity was approved by the City Council on June 21, 2023, as part of the 9th Amendment to the Agreement.

In terms of capital improvements, Section 34.6 of the original 2009 Agreement indicates:

> *All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than five (5) years, additionally any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than five (5) years after final resolution of such disputes, litigation, appeals or claims.*

Said records are available for public viewing.

F6: The MCGJ finds that the Lease requires that logos and name "Madera Municipal Golf Course" must always be used for all signage, announcements, menus, events, websites, etc. The MCGJ finds that the logos and word "Municipal" have been often omitted from required usage.

Response: The City agrees with this finding. The City will address this with SGM**.**

F7: The MCGJ finds that use of the golf course kitchen for catering from the golf course, is offered on both Sierra and Sugar Pine websites. Catering from the golf course is Prohibited and is a breach of the Lease.

Response 7: The City agrees with this finding. It is noted that Section 7.13 of Agreement states:

> *"…Unless agreed upon in writing, Sierra agrees to limit it's services under this agreement to the facilities at the Golf Course and will not under the auspices of this agreement provide catering services off."*

As part of 9th Amendment, adopted by the City Council on June 21, 2023, this section was amended to read:

> *"Sentence 2 of Paragraph No 2 is deleted in its entirety and replaced with "Should SPS [Sugar Pine Smokehouse] vacate the clubhouse, the City, and SGM will work together to procure a new operator""*

Thus, as part of the 9th Amendment, the prohibition against catering for off-site events was removed.

F8: The MCGJ finds that in 2021-23 the City gave Sierra unnecessary financial concessions due to the Covid-19 pandemic.

Response 8: The City disagrees with this finding. This finding neglects to recognize the immense uncertainty caused by the COVID-19 pandemic. In a report to the City Council on April 15, 2020, at the onset of the pandemic, City staff noted:

> *"The City and SGM were close to finalizing these terms last month when the COVID-19 pandemic began to emerge in the United States. The COVID-19 pandemic has had a negative impact on local economies, leaving SGM uncertain of long-term effects this may have on operations and reduction to revenues. SGM indicated to the City that they could not move forward with the terms of a new agreement due to the unknown variables at this time."*

At the time, the City's agreement with SGM was set to sunset on April 30, 2020, and the City was not in a position to resume responsibility for the operations and maintenance of the golf course. As noted in Response 1, the City was responsible for servicing debt and a comprehensive review of the City's adopted 2019/20 Operating Budget, and subsequent budgets, support the City's position that it is unable to resume responsibility without

reallocating substantial monies from other funds. For example, as an alternative, the City could have reallocated monies from other funds, such as General Fund dollars from the Fire or Police Departments, but this would have been irresponsible and would have altered the City's service delivery model that the community has come to expect.

In addition, the respondent disagrees with the underlying inference that this reduction was somehow inappropriate. The respondent questions the basis of this finding, as this statement does not provide:

- Any evidence
- Indication of a study or reference to underlying data that defines "unnecessary"
- A reasonable alternative

A review of the record clearly demonstrates that the pandemic was a global crisis with significant economic impacts. In a report to the City Council on March 18, 2020, over one month prior to Amendment 5, the City proclaimed a local emergency due to the imminent threat of COVID-19. This declaration was consistent with National, State, and County states of emergency.

The report continues by noting that:

> *"[T]he exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation."*

In short, the City was not in a position to resume responsibility given the uncertainty of the pandemic. The purpose of the concessions was an attempt to maintain the golf course in operating condition.

F9: The MCGJ finds that Lease section 4.4 unnecessarily excludes the City from receiving any revenue from the described activities.

Response 9: The City disagrees with this finding. The observation that the City excluded itself from receiving any revenue from the described activities is accurate; however, the respondent disagrees with the underlying inference that this fee practice is somehow inappropriate. Moreover, staff that was involved during the original 2009 Agreement have separated from the City, thus any direct response to counter with rationale would be speculative. Under the established structure, the City receives a Base Rent, compensating for additional activities.

F10: The MCGJ finds that there are no United States Golf Association [USGA] reports as required by the Lease.

Response 10: The City agrees with this finding. After additional research, SGM acknowledged that they have not contracted with USGA since the agreement was ratified in 2009. Since then, USGA visited the golf course on July 21, 2023. USGA provided a written report which was presented to the City Council on August 2, 2023. This report is attached as Attachment 1.

RECOMMENDATIONS:

R1: The MCGJ recommends that the City Finance Director correct and clarify all budget entries by December 31, 2023.

Response 1: The respondent is under the assumption that this recommendation pertains to the payment from the Golf Course to the Airport. If so, this recommendation has been addressed.

Staff became aware that the Golf Course Fund does not contain appropriations in the Fiscal Year 2022/23 Annual Operating budget to cover the rent payment to the Airport Fund. The payment of $64,083 is made to the Airport Fund as it is the legal owner of a portion of the property on which the golf course resides. To remedy this, at its June 21, 2023, City Council meeting, the Council approved an appropriation through a budget amendment.

R2: The MCGJ recommends that the City of Madera immediately rewrite a new contract for the lease, management, and operation of the Madera Municipal Golf Course.

Response 2: At its June 21, 2023, the day after the Grand Jury submitted its Report to the City, the City Council approved a five-year contract extension. In accordance with the Brown Act, the documents considered by City Council were published on June 17, 2023, days prior to the Grand Jury Report. While the City acknowledges that a contract absent items the Grand Jury considers obsolete may not be ideal, the contract is a legally binding document. Regardless, the City and SGM have discussed updating the contract.

R3: The MCGJ recommends "Detailed" records of Capital Improvements and Maintenance expenditures and the USGA advice reports, be kept by the City for public viewing and for at least five years or as required by law.

Response 3: This recommendation has been partially implemented and will be ongoing. The City has a long-standing policy relating to the retention of records in conformance with state law; however, the City understands the MCGJ request for greater detail. Moreover, the City prides itself in aiming to be transparent in governance and management of the City. This includes adhering to requests for public documents when requested by the community and all other Public Records requests, per the Public Records Act.

In terms of USGA advice reports, the initial report was made available to the public on August 2, 2023.

R4: The MCGJ recommends that Parks Director or other City Representative immediately begin to monitor and exercise oversight over the golf course Capital Improvement and Maintenance expenditures.

Response 4: This recommendation has been implemented and will be ongoing. Moreover, the 9th Amendment established a Golf Course Committee comprised of:

1. One City Council member
2. Director of Parks & Community Services
3. SGM Representative
4. Service Organization Representative
5. Golfer/At -large Community member
6. Food and Beverage Director/Representative
7. At-large Community member (added during the City Council meeting on June 21, 2023)

The Committee is expected to provide oversight on capital improvements and maintenance. In addition, the 9th Amendment requires that the City collect capital improvement funding and reimburse SGM for eligible activities. This is in contrast to the historic practice where SGM would submit receipts to the City.

R5: The MCGJ recommends that the City immediately specify the Maintenance and Capital Improvement categories as defined by USGA to eliminate confusion as to what Sierra is paying and/or has paid for golf course Capital Improvements and Maintenance.

Response 5: USGA visited the golf course on July 21, 2023 and prepared a list of recommendations. The report was presented to the City Council on August 2, 2023 and will be shared with the Golf Course Advisory Committee at their upcoming meeting.

R6: The MCGJ recommends that the City immediately enforce the Lease provisions requiring the word 'Municipal' and all other name and logo requirements.

Response 6: This recommendation has been implemented and will be on-going.

R7: The MCGJ recommends that the City immediately review its position on catering. When making any decision, the City should determine its original purpose for prohibiting offsite food service and catering. City should enforce the agreement or allow the use.

Response 7: The recently approved 9th amendment permits offsite catering. This item was reviewed during recent negotiations and the City cannot determine why said prohibition was originally included.

R8: The MCGJ recommends that the City immediately negotiate for concessions it made during Covid-19. The City should consider increasing its share of revenue by participating in all of Sierra's income excluded from the City in Lease Section 4.4.

Response 8: On June 21, 2023, the City Council approved the 9th Amendment which outlines how much SGM pays the City to operate the Golf Course. As part of the 9th Amendment, the amount that SGM remits to the City for base rent and per round of golf exceeds what it paid prior to the COVID-19 Pandemic.

R9: The MCGJ recommends that a new Lease be drafted immediately deleting all obsolete terms which unnecessarily exclude the City from City revenue.

Response 9: Given that the recommendation does not identify specifics, the City does not have adequate information to ascertain what obsolete terms this is regarding. Per Finding 2, it is apparent that the Madera County Grand Jury considers Exhibits A and B from the original 2009 Agreement obsolete; however, drafting a new agreement to strike two exhibits appears excessive. In addition, on June 21, 2023, the City Council approved the 9th Amendment, a five-year extension. Notwithstanding this, both parties have discussed preparing a consolidated agreement.

R10: The MCGJ recommends that the City should immediately make the USGA mandatory annual reports available for public review.

Response: This report was presented to the City Council on August 2, 2023 and is attached.

We thank the Grand Jury for its service to the community. Please let us know if you or the Grand Jury need additional information.

Sincerely,

Arnoldo Rodriguez
City Manager
City of Madera

c: Foreperson, Madera County Grand Jury, PO Box 584, Madera, CA 93639

Attachments:
1. Report to the City Council dated August 2, 2023, including report from the USGA

Attachment A: Report to the City Council dated August 2, 2023, including United States Golf Association report

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 2, 2023

Agenda Number: _____

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Informational report on USGA Site visit to the Madera Municipal Golf Course

RECOMMENDATION:

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

SUMMARY:

During the June 21, 2023 Council meeting staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. There is a provision in the original 2009 contract requiring an annual audit be conducted by the United States Golf Association (USGA); however, the report had not been previously prepared.

The staff is providing this report to inform Council that the USGA annual audit provision has been satisfied.

DISCUSSION:

On July 21, 2023, the USGA conducted its first audit of the Madera Municipal Golf Course. The audit findings were generally favorable. The course is over 30 years old and in good shape, except for several items requiring upgrades or general maintenance.

Recommendations made by USGA are presented below:

1. Upgrade Irrigation System

2. Increase Weed Control
3. Putting Greens – increase sand dilution and decrease surface patch.
4. Bunker renovation
5. Upgrade to hybrid Bermudagrass

The establishment of a seven (7) member golf committee was approved by Council during the July 19, 2023, meeting. The USGA recommendations will be scheduled for discussion during the Committee's upcoming.

FINANCIAL IMPACT:

Funding for Golf Course Capital improvement projects will be generated by revenues outlined within contract amendment nine.

ALTERNATIVES:

This is an informational item only.

ATTACHMENTS:

1. USGA Site Visit Report for Madera Municipal Golf Course 21 July 2023

USGA COURSE CONSULTING SERVICE

Site Visit Report

Madera Municipal Golf Club
Madera, California

Visit Date: July 21, 2023

Present:

Jeremy Jordan, Golf Course Superintendent
Dan Bacci, Sierra Golf Management
Jon Christensen, Sierra Golf Management
Brian Whitlark, USGA Green Section

Brian Whitlark | Regional Director, West Region | (480) 215-1958 | bwhitlark@usga.org

USGA GreenSection

Executive Summary

Thank you for the invitation to conduct the first Course Consulting Service visit to Madera Municipal Golf Course on behalf of the USGA Green Section. The purpose of the Course Consulting Service is to collect and distribute information on the proper construction and maintenance of golf courses. Each visit offers an impartial yet concerned perspective regarding turfgrass growth requirements, practical information on maintenance practices to address your needs, and sharing information from other courses that we visit that may be helpful to your operation. This information is provided free of bias since the USGA is not affiliated with manufacturers or suppliers. In short, we are a tool to help your superintendent and management team provide better turf for better golf.

This was my first visit to Madera Municipal Golf Course. The golf course is about 30 years old, and it is clear that there have been no capital improvement projects completed at the golf course. The infrastructure of the golf course is aging, and the most important topic of this report will be the need to upgrade components of the irrigation system. We will also discuss the importance of significantly increasing weed control efforts. A brief summary of the topics discussed in this report is included below:

- **Irrigation system.** Despite a significant reduction in irrigated turf, the irrigation system is insufficient to properly deliver water adequately and efficiently to this golf course. It is recommended for the City to consider significant upgrades to the pump station and irrigation system at Madera Municipal Golf Course.
- **Weed control.** Weeds are a significant problem at this golf course, and weed control efforts need to be increased in primary playing areas such as green surrounds, fairways and tees.
- **Putting greens.** The putting greens are in good health in general, but they are very soft and spongy. We will discuss increasing cultural practices to improve sand dilution and decrease surface thatch.
- **Bunkers.** The bunkers have exposed sumps which are unsightly and impact playability but do help to drain the bunkers during rainfall events. While not an immediate priority in my opinion, a bunker renovation should be considered in the future.
- **Bermudagrass upgrade.** After upgrading the irrigation infrastructure, it is recommended to consider upgrading to hybrid bermudagrass, which could be sprigged to the fairways perhaps nine holes per year. This would improve golf course aesthetics and playability year-round.

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Irrigation

Observations

1. **Antiquated System**

   The irrigation system is now over 30 years old. Most courses will replace irrigation satellites, sprinklers, lateral and mainline valves between year 15 and 25, and often courses will replace the entire irrigation system at year 30 to 35.

2. **System Limitations**

   The irrigation system does not deliver water adequately and efficiently to this golf course. The system only delivers about 1,200 gallons per minute, which is only about 40% of what a typical golf course will pump out to an 18-hole golf course. This means not enough water can be delivered to the golf course during an evening irrigation cycle, and the time in which to apply water is 11 to 13 hours. A system with adequate pressure and flow could deliver more water in a window of only about six hours. The long water window creates wet conditions for golfers playing early in the morning and does not facilitate deep watering.

3. **Multiple Sprinklers Per Valve**

   Most all golf courses I work with (approximately 90 golf courses per year) have the ability to control every sprinkler individually. At Madera, there are two to three sprinklers per station and, in some cases, five to six sprinklers per station. This means limited ability to apply site-specific water and results in inefficient use of water and overwatering.

4. **Inconsistent Spacing**

   The spacing among the sprinklers is inconsistent, which results in localized wet and dry areas.

5. **Valves Not Working**

   Mainline and lateral line valves are not working properly. This means that to conduct any repairs across the golf course, the team must shut off the pump station. During the summer months, this is a significant inconvenience and puts turfgrass throughout the golf course at risk of failure.

6. **Pump Station in Poor Condition**

   The pump station is in very poor condition and is exposed to the elements.

7. **No Independent Watering**

   It was great to see that irrigated turf was removed several years ago. It was reported that the team now irrigate only about 75 acres of turf compared to about 105 acres of turf several years ago. However, the sprinkler design is not set up to independently water only these 75 turf acres. This means water is applied where it is not needed.

8. **Poor Sprinkler Design Around Greens**

   There are full-circle sprinklers around greens, which means water must be applied to green surrounds and bunkers when greens are watered. Ideally, greens would be watered with part-circle sprinklers designed only for the greens to allow deep watering of greens without flooding bunkers.

Recommendations

1. **System Component Replacement**

   At the very least, it is suggested to replace swing joints, sprinklers and irrigation satellites and add a central irrigation computer. This is the very minimum irrigation component replacement plan. This plan does not allow for redesigning irrigation spacing to accommodate the new turf lines and does not replace lateral line pipes which are more likely to fail in the next five to ten years. Below is an industry reference that provides the expected useful service life of irrigation components:

GOLF COURSE ITEMS
EXPECTED LIFE CYCLE

HOW LONG SHOULD PARTS OF THE GOLF COURSE LAST?

No two golf courses are alike except for one thing: deferring replacement of key items can lead to greater expense in the future, as well as a drop in conditioning and player enjoyment. The following information represents a realistic timeline for each item's longevity.

Component life spans can vary depending upon location of the golf course, quality of materials, original installation and past maintenance practices. The American Society of Golf Course Architects (ASGCA) encourages golf course leaders to work with an ASGCA member, superintendents and others to assess their course's components.

ITEM	YEARS
Greens (1)	15 – 30 years
Bunker Sand	5 – 7 years
Irrigation System	10 – 30 years
Irrigation Control System	*10 – 15 years*
Pump Station	*15 – 20 years*
Cart Paths – asphalt (2)	5 – 10 years (or longer)
Cart Paths – concrete	15 – 30 years (or longer)
Practice Range Tees	5 – 10 years
Tees	15 – 20 years
Corrugated Metal Pipes	15 – 30 years
Bunker Drainage Pipes (3)	5 – 10 years
Mulch	1 – 3 years
Grass (4)	Varies

NOTES: *(1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 - 2 years after installation. (3) Typically replaced because the sand is being changed – while the machinery is there to change sand, it's often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace – for example, those that are more drought and disease tolerant — replanting may be appropriate, depending upon the site.*

ASGCA thanks those at the USGA Green Section, Golf Course Builders Association of America, Golf Course Superintendents Association of America and various suppliers for their assistance in compiling this information.

The materials presented on this chart have been reviewed by the following Allied Associations of Golf:

For more information, contact ASGCA at (262) 786-5960 or visit www.ASGCA.org

DATA COMPILED BY ASGCA, 125 NORTH EXECUTIVE DRIVE, SUITE 302, BROOKFIELD, WI 53005

2. **Pump Station Replacement**

   In Central California, the irrigation system is the lifeblood of every golf course and effectively is the most important part of the golf course. Without it, you do not have a golf course. Replacing the irrigation system components in conjunction with upgrading to hybrid bermudagrass would have a significant positive impact on the golfer experience for the long-term viability and sustainability of this golf course. It is strongly recommended to replace the pump station with a system that is capable of delivering at least 2,500 gallons per minute.

   - You may wish to reach out to Cloudburst Engineering in Palm Desert to assist with the pump station replacement.
   - It is also strongly recommended to reach out to in irrigation designer such as BTG Golf LLC for consultation on the system hydraulics. It is critical to size the pipe properly leaving the pump station and throughout the golf course to provide adequate flow.
   - Below I have included several articles on the importance of replacing the irrigation system.
     - How Do We Know When It Is a Good Time to Replace Our Irrigation System?
     - How Long Does an Irrigation System Last?
     - Irrigation System: There Is More Than Meets the Eye
     - New Irrigation System Offers Significant Water Savings
     - Proper Pump Maintenance and Testing
     - Making Your Case for An Irrigation Renovation
     - USGA Water Use and Irrigation Literature

Bermudagrass Upgrade

Observations and Recommendations

1. **Hodgepodge of Grasses**

   The primary playing areas in green surrounds, fairways and tees consist of a hodgepodge of grasses including common bermudagrass, cool-season and warm-season weeds, and patches of hybrid bermudagrass. The current combination of grasses and weeds does not provide the ability to deliver good conditions any time of the year. While golfers may consider the conditions acceptable, there is a huge opportunity at this facility if the irrigation system is upgraded to convert to hybrid bermudagrass and deliver a far superior playing experience, and one that will use much less water.

2. **Convert To Hybrid Bermudagrass**

   While many courses are sodding hybrid bermudagrass at a cost of about $.70 per square foot, there is an option to sprig bermudagrass at a cost of about $.15 per square foot. However, this would require closing nine holes for a period of about 90 days during the summer months to complete the conversion. It is important to note that it is not recommended to consider any conversion until the irrigation system is upgraded. The success of the conversion relies on improved irrigation coverage. The current system limitations would significantly limit the success of the conversion. Here is an article that explains bermudagrass conversion in greater detail.

Weed Control

Observations

1. **Significant Weed Population**

   Unfortunately, the golf course is littered with both cool-season and warm-season weeds. Green surrounds, fairways and tees have a very high weed population which significantly detracts from the golfer experience. It also weakens the existing turfgrasses.

Recommendations

1. **Increased Weed Control Program**

   While it may be several years until the City has the funds to upgrade the irrigation system and convert to hybrid bermudagrass, weed control efforts should be increased immediately. There is a big opportunity to significantly reduce the weed population during the summer months, which will ultimately increase the health of the common bermudagrass. Please consider the following weed control program:

   - **Increased nitrogen.** First and foremost, nitrogen should be increased on fairways to improve common bermudagrass density and coverage. It is always impressive to see that when bermudagrass density improves, the weed population decreases. Ideally, you would apply at least 2 pounds of nitrogen per 1,000 square feet between mid-September in late October and apply another 2 pounds of nitrogen per 1,000 square feet from early April through the end of May. Nitrogen should be applied only where necessary during the summer months.

   - **Spring preemergent weed control.** Please consider the following two options for pre-emergence weed control, which should begin in late February or early March:

     - One option is to spray indaziflam (Specticle®) on green surrounds, fairways and tees. The Specticle will kill a majority of existing cool-season weeds. Specticle can be expected to provide weed control through the end of August. It is critical to avoid spraying Specticle within a 15-foot barrier of the putting greens. In this zone, it is recommended to use a combination of prodiamine and Pennant Magnum® for preemergence control. A second application will be needed in late May, and the chemistry should be switch to granular Ronstar® to pick up goosegrass control.

     - The next option is to combine prodiamine with the Pennant Magnum in early March on green surrounds, fairways and tees. A second application will be needed with an alternative chemistry such as oxadiazon (granular Ronstar). Another option is simazine (Princep®).

   - **Fall postemergence goosegrass control.** For postemergence control of goosegrass, it is strongly recommended to have Sencor® on hand. While the two-application strategy in the spring is very important to control the summer weeds, we discussed not using preemergence products in the fall given the common bermudagrass is susceptible to wet and soggy conditions. In fact, the annual bluegrass and ryegrass that recovers each fall effectively improves playing conditions during the winter months, especially in a wet winter, even without overseeding. It is worth noting that if you should ultimately convert the fairways to hybrid bermudagrass, then it would be important to control the winter weeds.

- **Additional applications.** There is also a fair amount of purple nutsedge on the golf course. For this weed, it is important to use Celero® with two to three applications from mid-July through mid-October. You also may consider purchasing Vexis®, a granular product that can be used to spot apply to the nutsedge areas. The preemergent program provided above will help to control dallisgrass as well. However, when dallisgrass breaks through, it is recommended to spray Monument® as a postemergence control product.

Putting Greens

Observations

1. **General Condition**

   I was able to view multiple greens during our visit, and I'm happy to report that all greens have a healthy combination of bentgrass and *Poa annua*.

2. **Rooting Depth**

   Closer observation reveals roots extending to 5 to 6 inches in the greens.

3. **Shear Strength**

   I utilized a shear strength tester to measure surface strength of greens. A value less than about 12 Newton meters (Nm) indicates weak surface strength. At Madera Municipal Golf Course, values ranged from 15 to 17 Nm, which is excellent this time of year, especially given the recent heat.

4. **Excess Organic Matter**

   The putting greens are very soft and puffy, and ball marks are quite deep. A soil profile collected from greens reveals there is excess organic matter near the surface of the greens and there has not been enough sand applied for dilution.

Recommendations

1. **Aeration and Vertical Mowing**

   It is recommended to continue with your program to conduct 5/8-inch-diameter core aeration on a 2- by 2-inch spacing this fall. It is recommended to immediately precede this operation with vertical mowing with blades set about 0.150 inches below the bottom of the rollers. Run the vertical mower up and back on the same pass and change directions, thereby making four passes over the greens. Follow by applying ample sand to dilute surface organic matter.

2. **Increased Sand Topdressing**

   During the growing season, it is recommended to apply sand from February or March through October or November at a frequency of two or three times per month. Rates should range from as low as 40 to 50 pounds per 1,000 square feet to as high as 100 to 115 pounds per 1,000 square feet. During the primary growing season, conduct vertical mowing two to four times per month at light intensity. All these practices combined will help to reduce surface thatch and increase firmness. These practices will also help to smooth ball roll.

Bunkers

Observations

1. **Exposed Sumps**

   The bunkers have an exposed sump in the lowest area of each bunker to facilitate drainage during rainfall events. While this may be effective to remove water, it is unsightly and negatively impacts play. Golfers must move their golf ball aside when the ball comes to rest in these low-lying areas. I will say this is extremely uncommon to see at golf courses.

2. **Ample Sand**

   I was able to measure sand depth in a few greenside bunkers. It was great to see adequate sand at a depth of 6 to 7 inches. It was also good to hear that golfer comments concerning the bunkers are generally positive.

Recommendations

1. **Continued Sand Addition**

   For the time being, it is recommended to continue to add sand where necessary in greenside bunkers. A good goal is to provide 7 to 9 inches of sand on the bunker floors. This will help with playability and drainage.

2. **Bunker Renovation**

   A bunker renovation is needed at Madera Municipal Golf Course. However, I would strongly recommend focusing your capital monies on irrigation upgrades and converting to hybrid bermudagrass before any work may be considered on the bunkers.

Closing Comments

Thank you for an enjoyable morning spent on the golf course at Madera Municipal. Given that this was my first opportunity to see the property, it was impressive to see the amount of turf reduction and to see the greens in good condition. **The major take-home message from this first initial visit is that it is strongly recommended to focus capital improvement funds on irrigation system upgrades and consider upgrading to hybrid bermudagrass**. In the short term, it is necessary to increase funds for fertilizing primary playing areas and increasing weed control efforts. Thank you for your support of the USGA Green Section. Please do not hesitate to contact my office should you have any further questions or concerns.

Respectfully submitted,

Brian Whitlark

Brian Whitlark, Regional Director
USGA Green Section, West Region

Distribution:
Dan Bacci, Sierra Golf Management
Jon Christensen, Sierra Golf Management

USGA Green Section

Turfgrass and Environmental Research

The USGA Green Section appreciates your support of the Course Consulting Service. First started in 1953, the Course Consulting Service provides unbiased assessments of golf facilities to optimize resources and reduce consumption of critical resources. The proceeds from the Course Consulting Service directly support the USGA's annual $2 million investment in turfgrass and environmental research, which provides an estimated $2 billion annual benefit to the U.S. golf industry. Follow the QR Code for more information.

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2. Madera County Grand Jury Report 2223-02

City of Madera
Fails to Enforce the Golf Course Contract Requirements

2022-2023
Madera County Grand Jury
Final Report 2223-02
Published on June 16, 2023

Summary

The City of Madera (City) owns the Madera Municipal Golf Course located at 23200 Avenue 17, Madera, CA. It is adjacent to the west side of Madera Airport. The City does not operate this business. The Golf Course includes the building which houses a pro-shop for golfing attire and accessories, a banquet room, kitchen and bar, including onsite food and beverage concessions, and patio area. In 2009 the golf course management and operation were turned over to Sierra Golf Management, Inc. (Sierra) under a Lease Agreement (Lease) with the City. Recently, Sierra made an agreement with Sugar Pine Smokehouse, LLC (Sugar Pine) to operate the golf course food and beverage concessions. Sugar Pine presently operates the food and bar services. The City does not have a copy of the Sierra – Sugar Pine agreement, although the Alcohol Beverage Control (ABC) requires the City to approve the agreement before it can issue a Liquor License. As of March 2023, the City is aware that Sugar Pine has a temporary ABC permit to serve liquor and Sugar Pine is operating the kitchen and bar concessions. The City has not produced any documentation on the Sierra – Sugar Pine agreement after the Madera County Grand Jury (MCGJ) request.

This report explores the City golf course, budgeting, revenue, and its operation by Sierra. The City has not enforced the Lease requirements for Sierra's signage and catering violations. The City budget and financial reports are misleading and failed to include $64,000 rent City pays to the Airport. The City Budget shows a Net Surplus for the golf course which is actually only 10 percent of the amount shown. The City has often deviated from Sierra's contractual payment requirements, by making revenue concessions to Sierra. The City has been timid in negotiations, lax in oversight, and has not enforced the Lease terms.

The City's 14-year history of golf course agreements with Sierra, unless renewed by the City terminates on June 30, 2023.

Abbreviations

ABC - California Alcohol Beverage Control

City – City of Madera

Lease - All references to the 2009 Madera Municipal Golf Course Agreement and amendments.

MCGJ - Madera County Grand Jury

Sierra – Sierra Golf Management, doing business as Sierra Golf Management, Inc.

Sugar Pine – Sugar Pine Smokehouse, LLC

USGA - United States Golf Association

Background

In 1991 the City of Madera established the Madera Municipal Golf Course in an Open Space Zone located at 23200 Avenue 17. In 2009, the City executed the original Lease with Sierra. The Lease includes the use, management, and operation of the 18-hole golf course, pro golf shop, driving range, putting green, golf carts, banquet room, parking lot, kitchen and beverage concessions, and events. The Lease period ended April 30, 2023, however it provided for two 30-day extensions. The City Manager signed the two 30-day extensions with Sierra, which are in effect until June 30, 2023.

Sierra is required to pay for annual Capital Improvements to the golf course. Sierra combined the 2021-22 Capital Improvement payments into the first extension year. Sierra spent $40,000 total to replace drains and sand in 11 bunkers for Capital Improvements. Sierra was to invest $15,000 to hook up a pipeline to the Madera Irrigation District, which as of March, the City states had not been done.

The Lease requires for Sierra to pay the United States Golf Association (USGA), a golf course advisory service, to provide reports annually on golf course Americans with Disabilities Act (ADA) compliance and guidance on golf course improvements. After a request to the City no USGA reports were provided to the MCGJ by the City. Sierra is required to keep records and reports for five years (see Lease Section 36). If these reports do not exist, and/or Sierra failed to pay the USGA for annual reviews, then Sierra has materially breached the Lease contract.

Lease Section 7.13 states, “Sierra shall be authorized to sell food and beverages …, or to subcontract for such services . . .” Section 23 allows Sierra to sublet the food and beverage concessions. Sugar Pine claims to have a ten-year lease with the City for the kitchen and bar concessions. The City denied the existence of any additional golf course agreements except the one with Sierra. The City as a prudent landlord should demand a copy of the Sierra – Sugar Pine agreement to evaluate insurance coverage, credit, and the City’s liability exposure.

The ABC Fresno Office has a file open to the public on Sugar Pine’s application for a

temporary Permit allowing Sugar Pine to serve liquor at the golf course. The ABC cannot issue Sugar Pine a liquor License because no agreement between Sierra and Sugar Pine, and signed by the City, has been submitted to the ABC. The City as the property owner, is required to approve the Sierra – Sugar Pine agreement before the ABC can grant Sugar Pine a liquor license. Thus, the Sierra-Sugar Pine agreement, if and when it is produced to the ABC, will be available to the City and the public. The Sierra - Sugar Pine agreement may be void unless Sierra is able to keep and extend some agreement with the City.

The City did not provide an answer to the MCGJ about whether or not a Public Notice of the expiring golf course contract with Sierra must be put out for public bids.

Methodology

Interviewed key City personnel.

Examined City Lease with Sierra and six amendments.

Studied City budget noting identified loans, debt service, omitted Airport Lease payment, and revenue.

Inspected three years of monthly reports that Sierra filed with the City.

Reviewed equipment list (Exhibit B from original contract).

Followed payment record of Sierra.

Reviewed capital improvement costs for 2021.

Reviewed the City, Sierra, Sugar Pine, North Fork Indian Casino, ABC, and other websites.

Checked Secretary of State's Business records on Sierra (none exist) and Sugar Pine Smokehouse, LLC.

Reviewed the North Fork Rancheria's Environmental Impact Review (EIR) for planned casino construction off CA-99.

Contacted and reviewed and the ABC history of the liquor license ownership and present incomplete ABC file on Sierra's license transfer to Sugar Pine.

Reviewed Sierra ownership and golf courses managed by Sierra.

Visited the premises and observed signage, ABC posting the change of liquor license to Sugar Pine, offsite catering information,-menus and pricing, signage, banquet room, dining room, and bar areas.

Reviewed the City water and sewer infrastructure system.
Reviewed the City zoning maps to note designation requirements and property development plans.
Reviewed the USGA website and the services it offers to golfers and golf courses.

Discussion

The MCGJ discovered that many Lease Sections, some of which are presented below are without clear definitions, are inconsistent, lack required updates, and carry forward irrelevant matters over the years. There has been a lack of City oversight and enforcement of Sierra's contractual requirements. A major portion of the golf course revenue is excluded from the City's participation. The City's Budget financial information is misleading. The Net Surplus shown in the Budget is $361,236 when it is only $32,392. The inflated City Budget Report is misleading because it failed to subtract the debt service from the Net Surplus.

On March 17, 2021, the City and Sierra signed the sixth contract amendment to the 2009 Lease Agreement. This contract included all of the prior amendments, Exhibits; and carried with it many irrelevant, contradictory, confusing, and outdated terms. This creates problems for the City decision makers on what the golf course requires for upgrades, and its true financial picture.

During the pandemic, the City made generous financial concessions to Sierra by lowering Sierra's annual Capital Improvement payments from $50,000 to $20,000 per year. The City reduced Sierra's annual rent payments from $40,000 to $19,992 per year. These concessions add up to $100,000. However, Sierra's monthly income reports to the City during that time showed no significant reductions to its income.

Sierra pays City $1.75 for each person playing a round of golf. Sierra's monthly reports to the City exclude hundreds of rounds of golf in the sales column with $0.00. It is not clear from the monthly reports if all rounds of golf played are paid to the City. The contract definitions are not clear about this.

The City should negotiate for a percentage of excluded income defined in Lease section 4.4 to receive a more equitable share of revenue from Sierra. Reporting the rounds of golf played should not exclude any round or revenue from the City. The City has neglected to exercise reasonable oversight over this valuable public asset.

I. Grossly Misleading City Budget Reports.

According to the 2022-2023 Madera Municipal Golf Course Fiscal Budget there is a $361,236 Golf Operations Net Surplus. This surplus does not include and subtract the golf course annual Debt Service of $328,844. The debt service is paid from the City's Special Payments account. Line Item 8000 lists $12,744 for Interest Payments, and Line Item 8001 lists $316,100 for Principal Payments. These line-item expenses were not included in the golf course Operations Expense Budget. Deducting this $328,844 debt service from the stated $361,236 Net Surplus total there is only an actual $32,392 Net Surplus. The City admitted that because the Net Surplus is only 10 percent of the Net Surplus stated in the Budget, this could be misleading. Since the figure is misleading, the City Council, Mayor, City Manager and the public cannot have an accurate financial picture about the golf course operation.

The City golf course makes an annual lease payment to the City Airport. This rent payment is approximately $64,000. This payment was omitted from the City Budget. It is not clear why the golf course charges $40,000 rent and pays the City Airport about $64,000 rent for a 15-acre water storage area. The City explained that the rent differential is an accounting practice adjusting payments between different City projects.

The monthly revenue generated by the golf course is stated in monthly reports that Sierra generates and provides to the City. The Lease requires Sierra to provide the City with monthly reports totaling the income Sierra received that month and the number of golfers using the course. The practice of totaling the revenue and rounds of golf played stopped in March of 2020. Sierra's reporting change made it difficult for City to see how much money was owed by Sierra, because the City would have to add up all the figures in each column. The MCGJ totaled Sierra's monthly reports in 2020 – 2022 which showed that during the Covid-19 pandemic, the golf course showed no slowdown in golf course income.

II. The 2009 Lease incorporated Exhibits A and B which are Obsolete.

The Lease, due to years of amendments and extensions without creating a new contract, includes many outdated inconsistent items. For example, Exhibit A has a revenue chart showing a 10-year revenue projection ending in the year 2019. That became obsolete in 2019. Exhibit B is

the inventory of equipment owned by the City in 2009. The City sold all of this equipment and the pro-shop inventory to Sierra on November 18, 2009, making Exhibit B obsolete.

III. Record Keeping for Capital Improvements. The Lease requires Sierra to keep records for five years of its costs for annual Capital Improvements and Maintenance. Specifically, this requires keeping Capital Improvement and Maintenance plans, design plans, diagrams, work orders, materials, receipts, and proof of Sierra's payments.

The City produced only one Capital Improvement record for the year 2021. The list shows the purchase of sand for about $7,000, and other items, however there were no plans, details, or evidence of City oversight. That record was a list of materials with corresponding costs. Lease Section 16.4 states that sand is a maintenance expense for Sierra, not a Capitol Improvement expense. However, in 2021, sand was paid as a Capital Improvement instead of a Maintenance expense. Maintenance items should not be credited for Sierra's annual Capital Improvement costs.

The ultimate guidance for golf course annual planning is the *U.S. Golf Association's Annual Turf Advisory Service* (USGA). Lease Section 7.2 states: "Sierra at its sole expense shall coordinate the annual USGA turf service. The annual turf advisory service *shall serve as a baseline for course conditions* and will provide Sierra and the City another tool for determining and prioritizing capital improvements and maintenance delivery plans." This service offers the City and Sierra, the USGA's independent golf course review and advice for improvements. This advice covers grading the slopes for handicapped persons' access. The USGA offers many other detailed suggestions for capital improvement and maintenance goals to upgrade the golf course each year. Sierra has a mandatory duty to pay for these reports as part of planning. City was not able to provide any of these mandatory annual USGA reports.

IV. The City Oversight Director for the Golf Course.

The City Parks and Community Services Director is assigned to coordinate with Sierra to oversee the golf course, its events, condition, and upkeep. This oversight involves reviewing plans, approving designs, overseeing projects, construction, purchase orders, reports, implementing the USGA baseline improvement goals, and other "details" which are spelled out under annual Capital Improvements and other sections of the Lease. This oversight involves

construction. As of December 2022, there had been no communication between Sierra and the Parks and Community Services Director who was appointed during the summer of 2022.

Lease Section 8.3 states, "The Director of Administrative Services shall act as City representative with respect to the work to be performed under this Lease Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment elements, and systems pertinent to Sierra's services." This Director does not exist in City job descriptions.

V. The City Has Failed to Enforce the Contract - Use of Name Violation by Sierra.

Both the Sierra and Sugar Pine websites omit the required City logos and the word "Municipal" from the name. The Lease states, "Sierra shall ensure that all brochures, scorecards, and other printed advertising and marketing materials always bear and maintain the City's identity with the mandatory use by Sierra of the name '*Madera Municipal Golf Course'* with the accompanying logos of the City and the City Parks and Community Services department as provided by the City." The City has not enforced this requirement.

VI. The City Failed to Enforce the Catering Violation – Sierra and Sugar Pine offer Catering.

Sugar Pine has assumed the golf course liquor and food operations from Sierra. Sierra and Sugar Pine websites offer offsite catering services under the heading of FOOD. Sugar Pine offers offsite catering with menus for parties of 10, and individual meals paid for separately. This is in direct conflict with the catering prohibitions in Lease Section 7.13. This section continues, "Sierra agrees to limit its services under this agreement to the facilities at the golf course and will not under the auspices of this agreement provide catering services off of the golf course facility." Use of the golf course kitchen for offsite food sales violates the catering prohibitions of the Lease. The last paragraph in Section 7.3 states: "Sierra shall have the exclusive rights, license, duty, and privilege to utilize the food and beverage concessions facilities **within** the restaurant and banquet building and patio **at** the Golf Course." Kitchen use for offsite food and beverage delivery and sales is expressly prohibited. The City has not enforced this prohibition.

The ABC issued Sugar Pine a temporary permit to serve liquor from the bar. The ABC cannot issue a liquor license until the City signs off on the Sierra-Sugar Pine agreement. In

March 2023, the City confirmed Sugar Pine has a temporary permit to serve liquor, and that there is no agreement between the City and Sugar Pine. The City states the only golf course agreement it has is the one with Sierra. Sugar Pine only has a "temporary permit" to serve alcohol because it has failed to submit its agreement with Sierra to the ABC. According to the ABC, the City as the property owner would have to approve any Sierra - Sugar Pine agreement making Sugar Pine the liquor operator before the ABC can change the temporary permit into a license. The City has never requested the Sierra – Sugar Pine agreement.

VII. Reporting Revenue Generated by the Golf Course – The City is Omitted from Most Revenue.

Lease Section 4.4 Permitted Uses - The "permitted uses" is a list of services and activities Sierra offers at the facility. "All revenue generated by Sierra shall be the property of Sierra including one hundred percent of all gross receipts from the sale of green fees, green fees packages, golf equipment, soft goods, supplies, lessons, driving range, cart fees, and food, beverage and banquet operations."

Sierra advertises various golf – green fee packages ranging from weekly to annually. These require payment to Sierra of upfront fees, and other monthly/annual fees. These programs require annual payments which range from $1,919 to $4800. Golfing activities and accessories such as golf carts, training, lessons, booking for tournaments, etc., are available.

None of the income from any of these specific activities is shared with the City.

VIII. Confusing Lease Definitions for Sierra Income and Rounds of Golf Played.

Lease Section 5.3. Per Round Rate. States, "per round rate shall be applied to all golf course rounds played in which Sierra received revenue or compensation from golfers." Reviewing Lease Section 4.4 herein above, green fee packages are 100 percent Sierra income and are not shared with the City. Revenue from membership, green fee packages, or member players are not identified in Sierra's monthly reports as revenue it received in that month. (See Lease Section 5.4.)

It is unclear if the City has or has not received revenue for each round of golf played where a "green fee package" or membership was sold instead of a day-player, day-payer. This is because the Sierra monthly reports show -0- under "sales" for member rounds of golf. The "sale

of green fees, green fee packages" are 100 percent excluded from City payments. Each monthly report provided by Sierra to City shows -0- sales in the member column for rounds of golf played by members in that month.

Reporting by Sierra is an honor system based on mutual trust. The City has never done an audit of the Golf Course financial reports. According to City personnel, if an audit was ever conducted, it was an analytical audit. An analytical audit is the historical comparisons of the monthly reports for different years. These audits do not verify the facts and figures listed in prior or current monthly/yearly reports, only the historical trends compared.

Findings:

F 1 The MCGJ finds that the City's golf course Budget reports are misleading. This gives the City Council and the public a false understanding of the actual Net Surplus in the City Budget.

F 2 The MCGJ finds that Lease Exhibit A and Exhibit B are obsolete.

F 3 The MCGJ finds that the record-keeping requirements of the Lease are not being met.

F 4 The MCGJ finds that the City appointed the Parks Director to coordinate with Sierra for this golf course planning and oversight role.

F 5 The MCGJ finds that the City has failed to exercise reasonable oversight and enforcement over the golf course maintenance and capital improvements.

F 6 The MCGJ finds that the Lease requires that logos and name "Madera Municipal Golf Course" must always be used for all signage, announcements, menus, events, websites, etc. The MCGJ finds that the logos and word "Municipal" have been often omitted from required usage.

F 7 The MCGJ finds that use of the golf course kitchen for catering from the golf course, is offered on both Sierra and Sugar Pine websites. Catering from the golf course is Prohibited and is a breach of the Lease.

F 8 The MCGJ finds that in 2021-23 the City gave Sierra unnecessary financial concessions due to the Covid-19 pandemic.

F 9 The MCGJ finds that Lease section 4.4 unnecessarily excludes the City from receiving any revenue from the described activities.

F 10 The MCGJ finds that there are no United States Golf Association reports as required by the Lease.

Recommendations

R 1 The MCGJ recommends that the City Finance Director correct and clarify all budget entries by December 31, 2023.

R 2 The MCGJ recommends that the City of Madera immediately rewrite a new contract for the lease, management, and operation of the Madera Municipal Golf Course.

R 3 The MCGJ recommends "Detailed" records of Capital Improvements and Maintenance expenditures and the USGA advice reports, be kept by the City for public viewing and for at least five years or as required by law.

R 4 The MCGJ recommends that Parks Director or other City Representative immediately begin to monitor and exercise oversight over the golf course Capital Improvement and Maintenance expenditures.

R 5 The MCGJ recommends that the City immediately specify the Maintenance and Capital Improvement categories as defined by USGA to eliminate confusion as to what Sierra is paying and/or has paid for golf course Capital Improvements and Maintenance.

R 6 The MCGJ recommends that the City immediately enforce the Lease provisions requiring the word 'Municipal' and all other name and logo requirements.

R 7 The MCGJ recommends that the City immediately review its position on catering. When making any decision, the City should determine its original purpose for prohibiting offsite food service and catering. City should enforce the agreement or allow the use.

R 8 The MCGJ recommends that the City immediately negotiate for concessions it made during Covid-19. The City should consider increasing its share of revenue by participating in all of Sierra's income excluded from the City in Lease Section 4.4.

R 9 The MCGJ recommends that a new Lease be drafted immediately deleting all obsolete terms which unnecessarily exclude the City from City revenue.

R 10 The MCGJ recommends that the City should immediately make the USGA mandatory annual reports available for public review.

Required Responses Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following elected county officials within 60 days:

Mayor of Madera

Madera City Hall

205 West 4th Street

Madera, CA 93637

Madera City Council

Madera City Hall

205 West 4th Street

Madera, CA 93637

Invited Responses Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following governing bodies within 90 days:

City Manager

Madera City Hall

205 West 4th Street

Madera, CA 93637

Director of Parks and Community Services

John W. Wells Youth Center

701 East 5th Street

Madera, CA 93638

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.