

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 2, 2026
6:00 p.m.

Council Chambers
City Hall

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at www.zoom.us/jc/86195690501. Members of the public may provide comments on agenda items in person, through Zoom, or by phone at (669) 900-6833 using meeting ID: 861 9569 0501 followed by the # key, or by email at citycouncilpubliccomment@madera.gov. To comment by phone, press *9 to raise your hand and *6 to unmute when called upon. Written comments may also be submitted by mail to 205 W. 4th Street, Madera, CA 93637.

A recording of the meeting will be posted on the City's YouTube channel at www.youtube.com/c/cityofmaderatv as soon as practicable following the conclusion of the meeting.



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CALL TO ORDER:

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

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing Upstander's 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 – August 19, 2026, August 20, 2026

Recommendation: Approve the City Council Minutes of August 19, 2026 and August 20, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for August 8 to August 21, 2026 (Report by Michael Lima)

B-3 Adoption of Updated Conflict of Interest Code

Recommendation: Adopt a Resolution Adopting the Conflict of Interest Code and Rescinding Resolution No. 24-132 (Report by Alicia Gonzales)

B-4 Budget Amendment for Information Technology (IT) services

Recommendation: Adopt a Resolution Approving a Budget Amendment in the amount of \$50,000 for IT Services (Report by Gary Price)

B-5 Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District Zone of Benefit 27B

- Recommendation:**
1. Adopt Resolution:
 - a. Approving the Final Map for the Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03); and
 - b. Approving Agreement for the Vineyard Estates Phase III-B Subdivision (Agreement); and
 - c. Authorizing Staff to Record the Final Map and Agreement; and
 - d. Accepting the Dedication of Land for Public Use.
 2. Adopt Resolution Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 27B, to Review the Improvements and Assessments for Fiscal year 2027/28, and Setting a Public Hearing (Report by Keith Helmuth)

B-6 Local Partnership Agreement with Social Vocational Services (SVS)

Recommendation: Adopt a Resolution Approving a Local Partnership Agreement with Social Vocational Services (Report by Joseph Hebert)

B-7 Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. for Professional Landscape Maintenance Services

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. (Report by Joseph Hebert)

B-8 2026 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 26, 2026 (Report by Alicia Gonzales)

B-9 Porsche Club of America Special Activity Permit for Autocross Events at the Airport

Recommendation: Adopt a Resolution Approving a Special Activity Permit for the use of Designated Areas of the Madera Municipal Airport for Porsche Club of America Autocross Events for Fiscal Year 2026/27 (Report by Harpiar Gandhi)

B-10 Budget Amendment for the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

Recommendation: Adopt a Resolution Approving a Budget Amendment for the Apron A2 and Hangar Taxilane Rehabilitation Project, Appropriating \$2,478,005. This amount is Comprised of \$2,275,567 in Confirmed Federal Aviation Administration (FAA) and Caltrans Aeronautics Grant Funding and a \$202,438 Local Airport Fund Contribution (Report by Harpiar Gandhi)

C. WORKSHOP: None

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

D-1 Project Status Update and Reimbursement Agreement with Union Pacific Railroad Company for the Rail Corridor Improvement Study

Recommendation: Adopt a Resolution Approving a Reimbursement Agreement with the Union Pacific Railroad Company (Report by Keith Helmuth)

D-2 Central Valley Salinity Coalition (CVSC) Agreement for Participation in the Prioritization and Optimization Study for the Alternative Salinity Permitting Approach

Recommendation: Adopt a Resolution Approving Entering the Agreement for Permittees Selecting Participation in the Prioritization and Optimization Study for Alternative Salinity Permitting Approach with the Central Valley Salinity Coalition (Report by Harpiar Gandhi)

E. ADMINISTRATIVE REPORTS:

E-1 Select Recipient for the Proclamation Recognizing Old Timers Day Annual Parade

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing Old Timers Day Annual Parade (Report by Alicia Gonzales)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Threat to Public Services or Facilities (Government Code §54957(a))

Consultation with: City Manager and City Attorney

FUTURE MEETING DATES:

- Wednesday, September 16, 2026
- Wednesday, October 7, 2026

ADJOURNMENT:

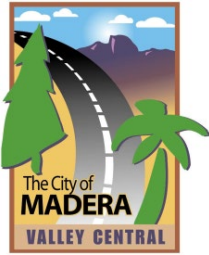
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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov. 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.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for September 2, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 7:00 p.m. on August 27, 2026.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	08/19/2026
Adopted:	09/02/2026

Minutes of a Regular Meeting of the Madera City Council

Wednesday, August 19, 2026
6:00 p.m.

Council Chambers
City Hall

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

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Chief of Police Giachino Chiamonte, Public Works Director Harpiar Gandhi and Assistant Engineer David Gomez.

INVOCATION: Reverend Sammie Neely, Mt. Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Zacharia

APPROVAL OF AGENDA:

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

PRESENTATIONS:

- 1. Proclamation Recognizing National Senior Citizens Day**
- 2. Certificates of Recognition Honoring Madera National Little League's Senior Softball Team**
- 3. Update from Madera County Mosquito & Vector Control District**

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.

Griselda Morales, who lives in the downtown area, voiced her concern over incidents of indecent exposure as children make their way to the school bus stop. She has reported two incidents to the Police Department. The first incident occurred on August 11th where a homeless man was displaying his backside. The second incident occurred today, August 19th where a homeless man was displaying his pubic area. On both occasions, the Police officers gave the homeless men warnings. She was told nothing else could be done. She is bringing this issue to Council, so that the safety of children as they head to school is maintained.

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

A. PUBLIC HEARINGS: None

B. CONSENT CALENDAR:

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

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

B-1 Minutes – August 5, 2026

Recommendation: Approve the City Council Minutes of August 5, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for July 25 to August 7, 2026 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Certificate of Recognition Honoring Alisha Brown, Founder of Project Run Madera, Recipient of the Crystal Tower Award

Recommendation: Adopt a Minute Order Approving a Certificate of Recognition Honoring Alisha Brown, Founder of Project Run Madera, Recipient of the Crystal Tower Award (Report by Alicia Gonzales)

B-5 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2025 Grant Award Acceptance

Recommendation: Adopt a Resolution Accepting the Edward Byrne Memorial Justice Assistance Grant 2025 award in the amount of \$24,324 (Report by Giachino Chiaramonte)

RES 26-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE PROGRAM 2025 GRANT IN THE AMOUNT OF \$24,324

B-6 Testing Services for Sewer Rehabilitation and Improvement Project No. SS-08 & 09

Recommendation: Adopt a Resolution of the City Council of the City of Madera Approving Professional Services with Certerra Southwest, Inc. (Certerra) for Testing Services Not to Exceed \$93,756 related to the Sewer Rehabilitation and Improvement Project No. SS-08 & 09 (Report by Keith Helmuth)

RES 26-145 ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING PROFESSIONAL SERVICES WITH CERTERRA SOUTHWEST, INC. (CERTERRA) FOR TESTING SERVICES NOT TO EXCEED \$93,756 RELATED TO THE SEWER REHABILITATION AND IMPROVEMENT PROJECT NO. SS-08 & 09

B-7 2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the 2022-23 SB-1 (3R & ADA) Seals and Overlays, City Project No. R-81
2. Recording of Notice of Completion
3. Release of Retention 35 days after Recording the Notice of Completion (Report by Keith Helmuth)

B-8 Budget Amendment for Purchase of Avigilon Unity Cameras

Recommendation: Adopt a Resolution Approving a \$53,247 Budget Amendment to the Fiscal Year 2026/27 Operating Budget to Appropriate Supplemental Law Enforcement Services (SLESF) Fund balance funds for the Purchase of Avigilon Unity Cameras (AUC) for \$73,738 (Report by Giachino Chiamonte)

RES 26-146 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA'S FISCAL YEAR 2026/2027 ADOPTED BUDGET TO APPROPRIATE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE COST OF AVIGILON UNITY CAMERAS

Technical difficulties resulted in loss of audio and video capabilities. Once audio and video capabilities were restored, City Attorney Shannon Chaffin made the closed session announcement at 7:04 p.m. Once Council returned from Closed Session, the meeting moved to Item E-1 then it covered Section C and all remaining items on the agenda.

C. WORKSHOP:

C-1 Business License Overview

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

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

D-1 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 \$3,508 (Report by Giachino Chiamonte)

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

RES 26-147 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 \$3,508

D-2 Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2026/27

Recommendation: Adopt a Resolution Approving the Applications for TDA – LTF and STA Funds for Fiscal Year (FY) 2026/27 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

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

RES 26-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2026/27 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

D-3 Lions Town & Country Park Batting Cages Project

Recommendation: Adopt a Resolution Amending the Fiscal Year 2026/27 Adopted Budget for Construction Costs Associated with the Lions Town & Country Park Batting Cages Project in the amount of \$44,000 (Report by Joseph Hebert)

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

RES 26-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2026/27 ADOPTED BUDGET FOR CONSTRUCTION COSTS ASSOCIATED WITH THE LIONS TOWN & COUNTRY PARK BATTING CAGES PROJECT IN THE AMOUNT OF \$44,000

D-4 City of Madera Support for Opportunity Zones 2.0 Census Tracts Recommended by the California Department of Finance

Recommendation: Adopt a Resolution Determining the Action is not a Project Pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, or Alternatively Exempt Pursuant to Section 15061(B)(3) of the CEQA Guidelines, and Supporting Census Tracts 06039000702 (7.02), 06039000510 (5.10) and 06039000901 (9.01) for Opportunity Zone 2.0 Nomination (Report by Will Tackett)

City Clerk Alicia Gonzales mentioned that two letters of support were received. A copy of those letters was made available to Council prior to the meeting and copies are available to the public.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 26-150 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THAT THE ACTION IS NOT A PROJECT PURSUANT TO SECTION 15378 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, OR ALTERNATIVELY EXEMPT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES AND SUPPORTING CENSUS TRACTS 06039000702 (7.02), 06039000510 (5.10) AND 06039000901 (9.01) FOR OPPORTUNITY ZONE 2.0 NOMINATION

E. ADMINISTRATIVE REPORTS:

E-1 Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Construction Update

Recommendation: This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider the information and direction at its discretion (Report by Keith Helmuth)

A business owner in the downtown area stated that the construction has significantly impacted her business, as customers do not want to park a block away to access her location. She explained that the business relies entirely on in-person customers and does not offer online or telephone ordering. She expressed concern that the financial impact may force her to close the business or seek additional employment to meet her financial obligations. She asked whether any economic relief may be available to affected businesses during construction.

E-2 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 City Council (Report by Joseph Hebert)

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 nothing to report.

Councilmember Rodriguez reported that he recently toured the Diablo Canyon Power Plant.

Councilmember Mejia reported that the Guelagueta celebration is scheduled for Sunday, October 11, 2026 from 2:00 p.m. – 7:00 p.m. at the Madera District Fairgrounds. Flyers for the event are forthcoming.

Councilmember Montes had nothing to report.

Mayor Pro Tem Zacharia requested and received a consensus from Council for staff to add discussion regarding Card Rooms to a future agenda.

Councilmember Evans reported attending the King Husein ribbon-cutting ceremony and the funeral services for Leona Pistoiresi.

Mayor Gallegos requested and received Council consensus to place a future agenda item regarding color palettes for business exteriors and signposts, including discussion of the potential use of cannabis revenue to partner with or provide financial assistance to businesses for repainting costs. She thanked staff for resolving the technical difficulties experienced earlier in the meeting and recognized the Fire Department for providing assistance to communities affected by ongoing fires. She also acknowledged the Lifetime Achievement Award recipients. Mayor Gallegos noted the unexpected passing of longtime community member and developer Philip Oberti and extended her condolences to his family.

G. CLOSED SESSION:

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

Agency Designated Representative: Mayor Gallegos and Mayor Pro Tem Zacharia

Title: City Clerk

City Attorney Shannon Chaffin stated there was no reportable action.

FUTURE MEETING DATES:

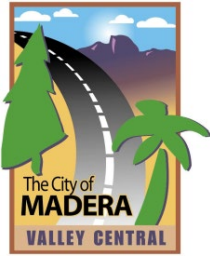
- Wednesday, September 2, 2026
- Wednesday, September 16, 2026

ADJOURNMENT: Meeting was adjourned at 9:28 p.m.

ALICIA GONZALES, City Clerk

CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



Item:	B-1
Minutes for:	08/20/2026s
Adopted:	09/02/2026

Minutes of a Special Meeting of the Madera City Council

**Thursday, August 20, 2026
6:00 p.m.**

**Council Chambers
City Hall**

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

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

ROLL CALL:

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

Absent: Councilmember Steve Montes, District 3

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales and Special Counsel Martin Koczanowicz standing in for City Attorney Shannon L. Chaffin.

INVOCATION: None.

PLEDGE OF ALLEGIANCE: None.

APPROVAL OF AGENDA:

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

PRESENTATIONS: None

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

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

A-1 Consideration of Action Pursuant to Elections Code Section 10229 for Council Districts 1, 3, and 5

- Recommendation:**
1. Adopt a Resolution Appointing the Nominated Candidates to Office;
 2. Adopt a Resolution Directing that the Election be Held; or
 3. Take no action (Report by Alicia Gonzales)

Special Counsel Martin Koczanowicz recommended that the two sitting Councilmembers who are subject to appointment recuse themselves from this item.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-1 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBER MONTES. RECUSE: MAYOR PRO TEM ZACHARIA.

RES 26-151 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING TO CITY COUNCIL OFFICE ROHI ZACHARIA (DISTRICT 1), STEVE MONTES (DISTRICT 3), AND ALVINA MIGUEL-LEON (DISTRICT 5) AND WITHDRAWING THE ELECTION TO BE HELD FOR THESE OFFICES FROM THE NOVEMBER 3, 2026, CONSOLIDATED GENERAL ELECTION

FUTURE MEETING DATES:

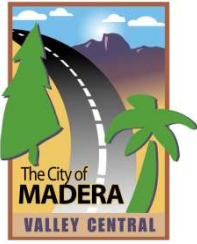
- Wednesday, September 2, 2026
- Wednesday, September 16, 2026

ADJOURNMENT: Meeting was adjourned at 6:05 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

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 8 to August 21, 2026

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 8 to August 21, 2026, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	46240 – 46278	\$69,025.00

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$750,063.57
<i>SDI</i>	EDD	\$3,404.50
<i>CalPERS Payment</i>	CalPERS	\$166,891.48

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2026/2027 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 2026/2027 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
September 02, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46240	08/18/2026	SB1-State of Good Repair	DAVID J. BOYLE	TRANSIT - CANOPY	4,137.30
46241	08/18/2026	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 08/14/26 PAYROLL	868.18
46242	08/18/2026	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 07/26	240.00
46243	08/18/2026	PAYROLL TRUST	M P O A	MONTHLY DUES 07/26	7,093.32
46244	08/18/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 07/17/26 PAYROLL	100.00
46245	08/18/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 07/31/26 PAYROLL	100.00
46246	08/18/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/14/26 PAYROLL	820.68
46247	08/18/2026	Building	STEPHANIE ESCOBEDO	PER DIEM - YOSEMITE ICC - PERMIT TECH TRAINING	111.00
46248	08/18/2026	Finance	THE HARTFORD	SURETY - FINANCE DIRECTOR	2,750.00
46249	08/18/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46249	08/18/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	80.00
46250	08/20/2026	Fleet Maintenance	HERITAGE-CRYSTAL CLEAN, INC.	PARTS WASHER SERVICE	756.11
46251	08/20/2026	City Attorney	AT&T	05/26 FIRSTNET SERVICE 9391026388	64.95
46251	08/20/2026	Code Enforcement	AT&T	05/26 FIRSTNET SERVICE 9391026413	64.68
46251	08/20/2026	Comm & Rec Centers	AT&T	05/26 FIRSTNET SERVICE 9391026391	314.26
46251	08/20/2026	Comm & Rec Centers	AT&T	05/26 FIRSTNET SERVICE 9391026393	95.91
46251	08/20/2026	Comm & Rec Centers	AT&T	05/26 FIRSTNET SERVICE 9391026392	65.01
46251	08/20/2026	Comm & Rec Centers	AT&T	05/26 FIRSTNET SERVICE 9391026396	267.57
46251	08/20/2026	Fire	AT&T	05/26 FIRSTNET SERVICE 93910264020	32.52
46251	08/20/2026	Parks	AT&T	06/26 FIRSTNET SERVICE 9391026412	164.93
46251	08/20/2026	Parks Administration	AT&T	06/26 FIRSTNET SERVICE 939103158	290.30
46251	08/20/2026	Sewer Mtnc/Operations	AT&T	06/26 FIRSTNET SERVICE 9391031570	193.44
46251	08/20/2026	Sr Citizen Community Serv	AT&T	05/26 FIRSTNET SERVICE 9391026403	34.90
46251	08/20/2026	Sr Citizen Community Serv	AT&T	06/26 FIRSTNET SERVICE 9391026415	67.57
46251	08/20/2026	WWTP	AT&T	06/26 FIRSTNET SERVICE 9391026410	62.72
46251	08/20/2026	WWTP	AT&T	06/26 FIRSTNET SERVICE 9391026417	40.74
46251	08/20/2026	PD Operations	AT&T	05/26 FIRSTNET SERVICE 9391026411	98.83
46251	08/20/2026	PD Operations	AT&T	05/26 FIRSTNET SERVICE 9391031561	156.45
46251	08/20/2026	PD Operations	AT&T	05/26 FIRSTNET SERVICE 9391031579	289.72
46251	08/20/2026	PD Operations	AT&T	05/26 FIRSTNET SERVICE 9391059143	6,966.85
46251	08/20/2026	PD Operations	AT&T	06/26 FIRSTNET SERVICE 9391020514	156.45
46251	08/20/2026	PD Operations	AT&T	06/26 FIRSTNET SERVICE 9391026414	380.55
46252	08/20/2026	Aquatics Programs	AT&T	05/26 FIRSTNET SERVICE 9391026397	30.92
46252	08/20/2026	Building	AT&T	05/26 FIRSTNET SERVICE 9391026407	32.52
46252	08/20/2026	HR/RISK MGT	AT&T	06/26 FIRSTNET SERVICE 9391026400	32.17
46252	08/20/2026	Sr Citizen Community Serv	AT&T	05/26 FIRSTNET SERVICE 9391026389	32.49

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
September 02, 2026

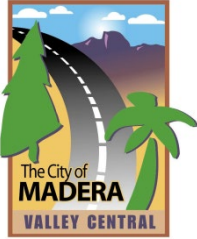
CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46252	08/20/2026	Sr Citizen Community Serv	AT&T	05/26 FIRSTNET SERVICE 9391026395	32.49
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46252	08/20/2026	WWTP	AT&T	06/26 FIRSTNET SERVICE 9391026405	32.14
46252	08/20/2026	PD Operations	AT&T	05/26 FIRSTNET SERVICE 9391026401	32.14
46253	08/20/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/26 SERVICE 8126770647-1	115.63
46253	08/20/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3819620697-3	83.65
46253	08/20/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	06/26 SERVICE 8307681856-2	1,228.31
46253	08/20/2026	Engineering	PACIFIC GAS & ELECTRIC	06/26 SERVICE 2000655655-7	2,592.08
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/26 SERVICE 1715785853-5	2,207.34
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/26 SERVICE 1598348280-1	71.13
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 6690755760-8	106.41
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 1619119913-8	99.39
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 8178280304-3	166.70
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3499945233-6	112.32
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3352588453-3	144.93
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 7928098441-4	44.96
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 5237156686-1	42.50
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 1013877191-9	54.53
46253	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 2630414116-6	81.78
46253	08/20/2026	Fire	PACIFIC GAS & ELECTRIC	06/26 SERVICE 2173157566-4	2,721.10
46253	08/20/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3642526071-2	72.91
46253	08/20/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9651992016-7	188.46
46253	08/20/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9172110863-6	25,863.81
46253	08/20/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9109225160-1	569.62
46254	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/26 SERVICE 5225647713-5	14.78
46254	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 7949615676-5	20.06
46254	08/20/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 4318089701-9	18.98
46254	08/20/2026	Home Program Income	PACIFIC GAS & ELECTRIC	05/26 SERVICE 6823379353-5	28.03
46254	08/20/2026	Home Program Income	PACIFIC GAS & ELECTRIC	05/26 SERVICE 1088238956-1	26.60
46254	08/20/2026	Home Program Income	PACIFIC GAS & ELECTRIC	06/26 SERVICE 1088238956-1	20.33
46254	08/20/2026	Parks	PACIFIC GAS & ELECTRIC	06/26 SERVICE 8788837242-9	9.52
46254	08/20/2026	WWTP	PACIFIC GAS & ELECTRIC	06/26 SERVICE 1902328695-8	26.28
46254	08/20/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 0443905948-8	11.50
46255	08/20/2026	Airport Oper Fund	AR REFUNDS	HANGAR 80 TERM OVERPAYMENT REFUND	105.00
46256	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 10000282 UB TERM REFUND	75.16
46257	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 10000939 UB TERM REFUND	130.23

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
September 02, 2026

<i>CHECK</i>	<i>PAY DATE</i>	<i>PAID FROM ORG</i>	<i>ISSUED TO</i>	<i>DESCRIPTION</i>	<i>AMOUNT</i>
46258	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 10000647 UB TERM REFUND	271.37
46259	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9924970 UB TERM REFUND	137.65
46260	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9892682 UB TERM REFUND	58.18
46261	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9921353 UB TERM REFUND	280.51
46262	08/20/2026	SOLID WASTE	OTP- UB REFUNDS	UB 10001182 UB TERM REFUND	1,013.58
46263	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9924294 UB TERM REFUND	57.44
46264	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9567002 UB TERM REFUND	96.93
46265	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9912780 UB TERM REFUND	271.55
46266	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9915249 UB TERM REFUND	266.81
46267	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9924153 UB TERM REFUND	67.75
46268	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9914199 UB TERM REFUND	306.23
46269	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9925576 UB TERM REFUND	63.20
46270	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 10001274 UB TERM REFUND	231.96
46271	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9923218 UB TERM REFUND	23.57
46272	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9909394 UB TERM REFUND	150.80
46273	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9924289 UB TERM REFUND	286.46
46274	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9924409 UB TERM REFUND	149.12
46275	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9922595 UB TERM REFUND	122.80
46276	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9914995 UB TERM REFUND	638.48
46277	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 9918231 UB TERM REFUND	150.40
46278	08/20/2026	Water Fund	OTP- UB REFUNDS	UB 7059001 UB TERM REFUND	154.23

BANK #1 - US BANK GENERAL ACCOUNT TOTAL

\$ 69,025.00

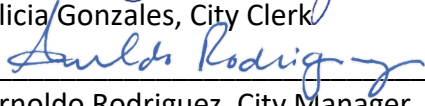


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-3

SUBJECT:

Adoption of Updated Conflict of Interest Code

RECOMMENDATION:

Adopt a Resolution adopting the Conflict of Interest Code for the City and rescinding Resolution No. 24-132

SUMMARY:

The City is required to review its Conflict of Interest Code (CIC) biennially. The CIC (Exhibit A to the resolution) identifies officials, employees, committees, commissions, and consultants who are required to file a Statement of Economic Interest Form 700 upon assuming office, annually thereafter, and upon leaving office. Designated individuals must recuse themselves when conflicts of interest occur.

DISCUSSION:

Pursuant to the Political Reform Act, the City is required to conduct a biennial review of its CIC to determine whether amendments are necessary to designated positions and their respective disclosure categories.

The City's CIC was last amended on September 4, 2024, by Resolution No. 24-132. Since that time, changes have occurred to City positions and organizational assignments. Changes involving the reassignment of positions among existing departments are reflected in Exhibit A to the proposed resolution. Table 1 below summarizes positions proposed to be added to or removed from the CIC.

Table 1: Addition/removal of select positions		
Department	Add	Remove
Engineering		Special Transportation Projects Director
Fire	- Unit Fire Chief - Assistant Chief	- Fire Chief - Division Fire Chief
Parks and Community Services	Recreation and Community Programs Coordinator	- Parks Project Manager - Recreation and Community Programs Manager - Recreation and Community Programs Supervisor
Police	Administrative Analyst	
	Code Enforcement Supervisor	Neighborhood Preservation Supervisor
Public Works		- Wastewater Collection System Supervisor - Water System Supervisor
Boards and Commissions	City Council as the Groundwater Sustainability Agency	

FINANCIAL IMPACT:

There is no financial impact, sans the preparation of this report considering that there are no costs to the City to file required documents with the Fair Political Practices Commission.

ALTERNATIVES:

The Council may choose to not adopt the Conflict of Interest, however if not approved the City would be out of compliance with the requirement of The Political Reform Act.

ATTACHMENTS:

- Resolution
Exhibit A: City of Madera Conflict of Interest Code

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE
CITY OF MADERA AND RESCINDING RESOLUTION NO. 24-132**

WHEREAS, the Political Reform Act (“Act”) per Government Code Sections 87100, *et. seq.* requires every state and local government agency to adopt and promulgate a conflict of interest code and to conduct a biennial review of the conflict of interest code; and

WHEREAS, a local agency’s conflict of interest code must reflect the current structure of the organization and properly identify officials who should be filing Statements of Economic Interests (Form 700s); and

WHEREAS, a conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s; and

WHEREAS, a conflict of interest code provides transparency in local government as required by the Political Reform Act; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of the FPPC’s standard conflict of interest code which may be incorporated by reference in an agency’s code and which may be amended by the FPPC from time to time to conform to amendments in the Act; and

WHEREAS, the City Council has determined that it should update the Conflict of Interest Code for the City of Madera because of changed circumstance including new positions that must be designated in the Conflict of Interest Code and the deletion of others; and

WHEREAS, the City Council desires to repeal the City of Madera's Conflict of Interest Code and adopt a new Conflict of Interest Code incorporating new provisions of Government Code Section 87300 *et. seq.* and to account for the changed circumstances described above.

NOW, THEREFORE, the City Council of the City of Madera hereby finds, orders, and resolves:

1. The above recitals are true and correct and incorporated by reference.
2. The Conflict of Interest Code of the City of Madera attached as Exhibit A is hereby adopted and made a part of this resolution. The Conflict of Interest Code expressly provides that the standard conflict of interest code under 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair

Political Practices Commission are incorporated by reference.

3. Resolution No. 24-132 and any other resolutions in conflict with this resolution are rescinded.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CONFLICT OF INTEREST CODE OF THE CITY OF MADERA

A. Purpose and Intent.

The City Council hereby intends to implement Government Code Sections 87300 through 87313 pertaining to conflict of interest codes for local agencies.

B. Conflict of Interest Code.

The Political Reform Act (Government Code Sections 81000 *et seq.*) requires state and local government agencies to adopt and promulgate a conflict of interest code. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest codes that may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments of the Political Reform Act.

This is the Conflict of Interest Code of the City of Madera. It consists of Sections A through G and of the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

C. Public Officials Designated by Statute (87200 Filers).

The positions listed below are public officials designated by statute and are required to file with the Fair Political Practices Commission (FPPC) a Statement of Economic Interests pursuant to Government Code Section 87200.

- Mayor
- City Council
- City Manager
- City Attorney
- City Treasurer
- Planning Commissioners

Notwithstanding this, for convenience the City of Madera is also listing these official in Appendix A for transparency and clarification.

D. Designated Positions and Disclosure Categories.

Persons holding positions listed as designated positions under this Section D shall file with the City Clerk a Statement of Economic Interests Form 700 upon assuming office, annually thereafter, and upon leaving office. Statement of Economic Interests Form 700 area public record and available for public inspection and reproduction. (Gov. Code Section 81008) The City Clerk is the Filing Officer. The designated positions are set forth in Appendix A. The Disclosure Categories are set forth in Appendix B.

E. Prior Conflicts of Interest Superseded.

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the City are hereby superseded and have no further force and effect.

F. Effective Date.

This Conflict of Interest Code is deemed effective on September 2, 2026.

G. Appendices.

The following appendices are attached hereto and incorporated by reference and deemed a part of this Conflict of Interest Code.

1. Appendix A: Designated Positions
2. Appendix B: Disclosure Categories
3. Appendix C: 2 California Code of Regulations Section 18730

It is noted Appendix C is the current version of the regulation as described in Section B above. As stated, the FPPC may from time to time amend Section 18730 and for that reason, the FPPC website should be reviewed by persons in designated positions.

Appendix A to Conflict of Interest Code
Designated positions and 87200 filers

87200 Filers	Disclosure Categories
Mayor	I, II, III
City Councilmembers	I, II, III
City Attorney	I, II, III
City Manager	I, II, III
City Treasurer	I, II, III
Planning Commissioners	I, II, III

Designated Positions	Disclosure Category
ADMINISTRATION	
Administrative Analyst	III
BUILDING	
Chief Building Official	I
Plans Examiner	III
CITY CLERK	
City Clerk	I
Deputy City Clerk	I
COMMUNITY DEVELOPMENT	
Director of Community Development	I
ENGINEERING	
City Engineer	I
Administrative Analyst	III
Assistant Engineer	II
Associate Civil Engineer	I
Deputy City Engineer	I
Engineering Project Manager	I
Engineering Technician III	I
Project Development Coordinator - Licensed	II
Senior Civil Engineer	I
Special Transportation Projects Director	I
Project Development Coordinator – Unlicensed	II
Construction Inspection Supervisor	I
FINANCE	

Director of Financial Services	I
Administrative Analyst	III
Financial Services Manager	I
Utility Billing Supervisor	II, III
Fleet Operations Manager	II
Procurement Services Manager	I
Grant Administrator	I
Program Manager – Grants	I
FIRE	
<u>Unit</u> Fire Chief	I
Assistant Division Chief	I
Battalion Chief	I
HUMAN RESOURCES	
Director of Human Resources	I
Administrative Analyst	III
INFORMATION SERVICES	
Director of Information Technology	I
Network Administrator	II
Computer Technician I	II
Computer Technician II	
PARKS AND COMMUNITY SERVICES	
Director of Parks and Community Services	I
Administrative Analyst	III
Park Project Manager	†
Parks Supervisor	II, III
Recreation and Community Programs Manager	†
Recreation and Community Programs Supervisor	†
<u>Recreation and Community Programs Coordinator</u>	<u>I</u>
PLANNING	
Assistant Planner	III
Associate Planner	III
Planning Manager	I
Senior Planner	I
POLICE	
Chief of Police	I
Police Auxiliary Services Supervisor	II, III
Police Commander	I
Police Lieutenant	II, III
Police Office Supervisor	II, III
Police Sergeant	III
Neighborhood Preservation Supervisor	III
<u>Code Enforcement Supervisor</u>	<u>III</u>
<u>Administrative Analyst</u>	<u>III</u>

PUBLIC WORKS	
Public Works Operations Director	I
Administrative Analyst	III
Electrical and Facilities Operations Manager	II, III
Streets and Storm Drainage Operations Manager	II, III
Streets and Storm Drainage Operations Supervisor	II, III
Wastewater Collection System Supervisor	II, III
Wastewater Treatment Plant Manager	II, III
Water and Sewer Operations Manager	II, III
Water System Supervisor	II, III
BOARDS AND COMMISSIONS	
Civil Service Commission	I
Madera Public Financing Authority Board	I
City Council as the Successor Agency to the Former Madera Redevelopment Agency	I
City Council as the Successor Housing Agency	I
<u>City Council as the Groundwater Sustainability Agency</u>	<u>I</u>
CONSULTANTS	
Consultants	I

APPENDIX B TO CONFLICT OF INTEREST CODE DISCLOSURE CATEGORIES

- I. All investments, business positions, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments; and all interests in real property located in the City of Madera including property located within a two-mile radius of the City of Madera or any property owned or used by the City of Madera.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation.

The City ~~Administrator-Manager~~ or his/her designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City ~~Administrator's Manager's~~ or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- II. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, of the type which provide goods, services, supplies, materials, vehicles, machinery or equipment of the type utilized by the City of Madera.
- III. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, which are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the City of Madera.

APPENDIX C

2 California Code of Regulations Section 18730

Amend 2 Cal. Code Regs., Section 18730 to read:

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

1 (3) Section 3. Disclosure Categories.

2 This code does not establish any disclosure obligation for those designated employees
3 who are also specified in Section 87200 if they are designated in this code in that same capacity
4 or if the geographical jurisdiction of this agency is the same as or is wholly included within the
5 jurisdiction in which those persons must report their economic interests pursuant to article 2 of
6 chapter 7 of the Political Reform Act, Sections 87200, et seq.

7 In addition, this code does not establish any disclosure obligation for any designated employees
8 who are designated in a conflict of interest code for another agency, if all of the following apply:

9 (A) The geographical jurisdiction of this agency is the same as or is wholly included
10 within the jurisdiction of the other agency;

11 (B) The disclosure assigned in the code of the other agency is the same as that required
12 under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

13 (C) The filing officer is the same for both agencies.

14 Such persons are covered by this code for disqualification purposes only. With respect to
15 all other designated employees, the disclosure categories set forth in the Appendix specify which
16 kinds of economic interests are reportable. Such a designated employee shall disclose in the
17 employee's statement of economic interests those economic interests the employee has which are
18 of the kind described in the disclosure categories to which the employee is assigned in the
19 Appendix. It has been determined that the economic interests set forth in a designated employee's
20 disclosure categories are the kinds of economic interests which the employee foreseeably can
21 affect materially through the conduct of the employee's office.

22 (4) Section 4. Statements of Economic Interests: Place of Filing.

1 The code reviewing body shall instruct all designated employees within its code to file
2 statements of economic interests with the agency or with the code reviewing body, as provided
3 by the code reviewing body in the agency's conflict of interest code.

4 (5) Section 5. Statements of Economic Interests: Time of Filing.

5 (A) Initial Statements. All designated employees employed by the agency on the effective
6 date of this code, as originally adopted, promulgated and approved by the code reviewing body,
7 shall file statements within 30 days after the effective date of this code. Thereafter, each person
8 already in a position when it is designated by an amendment to this code shall file an initial
9 statement within 30 days after the effective date of the amendment.

10 (B) Assuming Office Statements. All persons assuming designated positions after the
11 effective date of this code shall file statements within 30 days after assuming the designated
12 positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

13 (C) Annual Statements. All designated employees shall file statements no later than April
14 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the
15 deadline for the annual statement of economic interests is 30 days following the person's return
16 to office, provided the person, or someone authorized to represent the person's interests, notifies
17 the filing officer in writing prior to the applicable filing deadline that the person is subject to that
18 federal statute and is unable to meet the applicable deadline, and provides the filing officer
19 verification of the person's military status.

20 (D) Leaving Office Statements. All persons who leave designated positions shall file
21 statements within 30 days after leaving office.

22 (5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

1 Any person who resigns within 12 months of initial appointment, or within 30 days of the
2 date of notice provided by the filing officer to file an assuming office statement, is not deemed to
3 have assumed office or left office, provided the person did not make or participate in the making
4 of, or use the person's position to influence any decision and did not receive or become entitled
5 to receive any form of payment as a result of the person's appointment. Such persons shall not
6 file either an assuming or leaving office statement.

7 (A) Any person who resigns a position within 30 days of the date of a notice from the
8 filing officer shall do both of the following:

9 (1) File a written resignation with the appointing power; and

10 (2) File a written statement with the filing officer declaring under penalty of perjury that
11 during the period between appointment and resignation the person did not make, participate in
12 the making, or use the position to influence any decision of the agency or receive, or become
13 entitled to receive, any form of payment by virtue of being appointed to the position.

14 (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

15 (A) Contents of Initial Statements.

16 Initial statements shall disclose any reportable investments, interests in real property and
17 business positions held on the effective date of the code and income received during the 12
18 months prior to the effective date of the code.

19 (B) Contents of Assuming Office Statements.

20 Assuming office statements shall disclose any reportable investments, interests in real
21 property and business positions held on the date of assuming office or, if subject to State Senate
22 confirmation or appointment, on the date of nomination, and income received during the 12

1 months prior to the date of assuming office or the date of being appointed or nominated,
2 respectively.

3 (C) Contents of Annual Statements. Annual statements shall disclose any reportable
4 investments, interests in real property, income and business positions held or received during the
5 previous calendar year provided, however, that the period covered by an employee's first annual
6 statement shall begin on the effective date of the code or the date of assuming office whichever is
7 later, or for a board or commission member subject to Section 87302.6, the day after the closing
8 date of the most recent statement filed by the member pursuant to Regulation 18754.

9 (D) Contents of Leaving Office Statements.

10 Leaving office statements shall disclose reportable investments, interests in real property,
11 income and business positions held or received during the period between the closing date of the
12 last statement filed and the date of leaving office.

13 (7) Section 7. Manner of Reporting.

14 Statements of economic interests shall be made on forms prescribed by the Fair Political
15 Practices Commission and supplied by the agency, and shall contain the following information:

16 (A) Investment and Real Property Disclosure.

17 When an investment or an interest in real property is required to be reported, the statement shall
18 contain the following:

19 1. A statement of the nature of the investment or interest;

20 2. The name of the business entity in which each investment is held, and a general
21 description of the business activity in which the business entity is engaged;

22 3. The address or other precise location of the real property;

1 4. A statement whether the fair market value of the investment or interest in real property
2 equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

3 (B) Personal Income Disclosure. When personal income is required to be reported, the
4 statement shall contain:

5 1. The name and address of each source of income aggregating \$500 or more in value, or
6 \$50 or more in value if the income was a gift, and a general description of the business activity,
7 if any, of each source;

8 2. A statement whether the aggregate value of income from each source, or in the case of
9 a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater
10 than \$10,000, or greater than \$100,000;

11 3. A description of the consideration, if any, for which the income was received;

12 4. In the case of a gift, the name, address and business activity of the donor and any
13 intermediary through which the gift was made; a description of the gift; the amount or value of
14 the gift; and the date on which the gift was received;

15 5. In the case of a loan, the annual interest rate and the security, if any, given for the loan
16 and the term of the loan.

17 (C) Business Entity Income Disclosure. When income of a business entity, including
18 income of a sole proprietorship, is required to be reported, the statement shall contain:

19 1. The name, address, and a general description of the business activity of the business
20 entity;

21 2. The name of every person from whom the business entity received payments if the
22 filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

1 (D) Business Position Disclosure. When business positions are required to be reported, a
2 designated employee shall list the name and address of each business entity in which the
3 employee is a director, officer, partner, trustee, employee, or in which the employee holds any
4 position of management, a description of the business activity in which the business entity is
5 engaged, and the designated employee's position with the business entity.

6 (E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving
7 office statement, if an investment or an interest in real property was partially or wholly acquired
8 or disposed of during the period covered by the statement, the statement shall contain the date of
9 acquisition or disposal.

10 (8) Section 8. Prohibition on Receipt of Honoraria.

11 (A) No member of a state board or commission, and no designated employee of a state or
12 local government agency, shall accept any honorarium from any source, if the member or
13 employee would be required to report the receipt of income or gifts from that source on the
14 member's or employee's statement of economic interests.

15 (B) This section shall not apply to any part-time member of the governing board of any
16 public institution of higher education, unless the member is also an elected official.

17 (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this
18 section.

19 (D) This section shall not limit or prohibit payments, advances, or reimbursements for
20 travel and related lodging and subsistence authorized by Section 89506.

21 (8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of ~~\$590~~ \$630.

22 (A) No member of a state board or commission, and no designated employee of a state or
23 local government agency, shall accept gifts with a total value of more than ~~\$590~~ \$630 in a

1 calendar year from any single source, if the member or employee would be required to report the
2 receipt of income or gifts from that source on the member's or employee's statement of economic
3 interests.

4 (B) This section shall not apply to any part-time member of the governing board of any
5 public institution of higher education, unless the member is also an elected official.

6 (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this
7 section.

8 (8.2) Section 8.2. Loans to Public Officials.

9 (A) No elected officer of a state or local government agency shall, from the date of the
10 election to office through the date that the officer vacates office, receive a personal loan from any
11 officer, employee, member, or consultant of the state or local government agency in which the
12 elected officer holds office or over which the elected officer's agency has direction and control.

13 (B) No public official who is exempt from the state civil service system pursuant to
14 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
15 he or she holds office, receive a personal loan from any officer, employee, member, or consultant
16 of the state or local government agency in which the public official holds office or over which
17 the public official's agency has direction and control. This subdivision shall not apply to loans
18 made to a public official whose duties are solely secretarial, clerical, or manual.

19 (C) No elected officer of a state or local government agency shall, from the date of the
20 election to office through the date that the officer vacates office, receive a personal loan from any
21 person who has a contract with the state or local government agency to which that elected officer
22 has been elected or over which that elected officer's agency has direction and control. This
23 subdivision shall not apply to loans made by banks or other financial institutions or to any

1 indebtedness created as part of a retail installment or credit card transaction, if the loan is made
2 or the indebtedness created in the lender's regular course of business on terms available to
3 members of the public without regard to the elected officer's official status.

4 (D) No public official who is exempt from the state civil service system pursuant to
5 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
6 the official holds office, receive a personal loan from any person who has a contract with the
7 state or local government agency to which that elected officer has been elected or over which
8 that elected officer's agency has direction and control. This subdivision shall not apply to loans
9 made by banks or other financial institutions or to any indebtedness created as part of a retail
10 installment or credit card transaction, if the loan is made or the indebtedness created in the
11 lender's regular course of business on terms available to members of the public without regard to
12 the elected officer's official status. This subdivision shall not apply to loans made to a public
13 official whose duties are solely secretarial, clerical, or manual.

14 (E) This section shall not apply to the following:

15 1. Loans made to the campaign committee of an elected officer or candidate for elective
16 office.

17 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild,
18 brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first
19 cousin, or the spouse of any such persons, provided that the person making the loan is not acting
20 as an agent or intermediary for any person not otherwise exempted under this section.

21 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

22 4. Loans made, or offered in writing, before January 1, 1998.

23 (8.3) Section 8.3. Loan Terms.

1 (A) Except as set forth in subdivision (B), no elected officer of a state or local
2 government agency shall, from the date of the officer's election to office through the date the
3 officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing
4 and clearly states the terms of the loan, including the parties to the loan agreement, date of the
5 loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan
6 and the amount of the payments, and the rate of interest paid on the loan.

7 (B) This section shall not apply to the following types of loans:

8 1. Loans made to the campaign committee of the elected officer.

9 2. Loans made to the elected officer by his or her spouse, child, parent, grandparent,
10 grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle,
11 or first cousin, or the spouse of any such person, provided that the person making the loan is not
12 acting as an agent or intermediary for any person not otherwise exempted under this section.

13 3. Loans made, or offered in writing, before January 1, 1998.

14 (C) Nothing in this section shall exempt any person from any other provision of Title 9 of
15 the Government Code.

16 (8.4) Section 8.4. Personal Loans.

17 (A) Except as set forth in subdivision (B), a personal loan received by any designated
18 employee shall become a gift to the designated employee for the purposes of this section in the
19 following circumstances:

20 1. If the loan has a defined date or dates for repayment, when the statute of limitations for
21 filing an action for default has expired.

22 2. If the loan has no defined date or dates for repayment, when one year has elapsed from
23 the later of the following:

- 1 a. The date the loan was made.
- 2 b. The date the last payment of \$100 or more was made on the loan.
- 3 c. The date upon which the debtor has made payments on the loan aggregating to less
- 4 than \$250 during the previous 12 months.

5 (B) This section shall not apply to the following types of loans:

6 1. A loan made to the campaign committee of an elected officer or a candidate for elective

7 office.

8 2. A loan that would otherwise not be a gift as defined in this title.

9 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which

10 the creditor has taken reasonable action to collect the balance due.

11 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which

12 the creditor, based on reasonable business considerations, has not undertaken collection action.

13 Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this

14 paragraph has the burden of proving that the decision for not taking collection action was based

15 on reasonable business considerations.

16 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately

17 discharged in bankruptcy.

18 (C) Nothing in this section shall exempt any person from any other provisions of Title 9

19 of the Government Code.

20 (9) Section 9. Disqualification.

21 No designated employee shall make, participate in making, or in any way attempt to use

22 the employee's official position to influence the making of any governmental decision which the

23 employee knows or has reason to know will have a reasonably foreseeable material financial

1 effect, distinguishable from its effect on the public generally, on the official or a member of the
2 official's immediate family or on:

3 (A) Any business entity in which the designated employee has a direct or indirect
4 investment worth \$2,000 or more;

5 (B) Any real property in which the designated employee has a direct or indirect interest
6 worth \$2,000 or more;

7 (C) Any source of income, other than gifts and other than loans by a commercial lending
8 institution in the regular course of business on terms available to the public without regard to
9 official status, aggregating \$500 or more in value provided to, received by or promised to the
10 designated employee within 12 months prior to the time when the decision is made;

11 (D) Any business entity in which the designated employee is a director, officer, partner,
12 trustee, employee, or holds any position of management; or

13 (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating
14 ~~\$590~~ \$630 or more provided to, received by, or promised to the designated employee within 12
15 months prior to the time when the decision is made.

16 (9.3) Section 9.3. Legally Required Participation.

17 No designated employee shall be prevented from making or participating in the making
18 of any decision to the extent the employee's participation is legally required for the decision to be
19 made. The fact that the vote of a designated employee who is on a voting body is needed to break
20 a tie does not make the employees' participation legally required for purposes of this section.

21 (9.5) Section 9.5. Disqualification of State Officers and Employees.

22 In addition to the general disqualification provisions of section 9, no state administrative
23 official shall make, participate in making, or use the official's position to influence any

1 governmental decision directly relating to any contract where the state administrative official
2 knows or has reason to know that any party to the contract is a person with whom the state
3 administrative official, or any member of the official's immediate family has, within 12 months
4 prior to the time when the official action is to be taken:

5 (A) Engaged in a business transaction or transactions on terms not available to members
6 of the public, regarding any investment or interest in real property; or

7 (B) Engaged in a business transaction or transactions on terms not available to members
8 of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

9 (10) Section 10. Disclosure of Disqualifying Interest.

10 When a designated employee determines that the employee should not make a governmental
11 decision because the employee has a disqualifying interest in it, the determination not to act may
12 be accompanied by disclosure of the disqualifying interest.

13 (11) Section 11. Assistance of the Commission and Counsel.

14 Any designated employee who is unsure of the duties under this code may request assistance
15 from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329
16 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section
17 requires the attorney for the agency to issue any formal or informal opinion.

18 (12) Section 12. Violations.

19 This code has the force and effect of law. Designated employees violating any provision
20 of this code are subject to the administrative, criminal and civil sanctions provided in the
21 Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a
22 violation of the disqualification provisions of this code or of Section 87100 or 87450 has
23 occurred may be set aside as void pursuant to Section 91003.

1 Designated employees who are required to file statements of economic interests under any other
2 agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their
3 statement of economic interests to cover reportable interests in both jurisdictions, and file copies
4 of this expanded statement with both entities in lieu of filing separate and distinct statements,
5 provided that each copy of such expanded statement filed in place of an original is signed and
6 verified by the designated employee as if it were an original. See Section 81004.

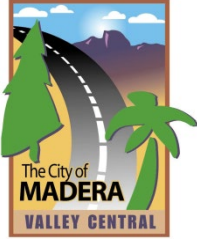
7 See Section 81010 and Regulation 18115 for the duties of filing officers and persons in
8 agencies who make and retain copies of statements and forward the originals to the filing officer.
9 For the purpose of disclosure only (not disqualification), an interest in real property does not
10 include the principal residence of the filer.

11 Investments and interests in real property which have a fair market value of less than
12 \$2,000 are not investments and interests in real property within the meaning of the Political
13 Reform Act. However, investments or interests in real property of an individual include those
14 held by the individual's spouse and dependent children as well as a pro rata share of any
15 investment or interest in real property of any business entity or trust in which the individual,
16 spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10
17 percent or greater.

18 A designated employee's income includes the employee's community property interest in
19 the income of the employee's spouse but does not include salary or reimbursement for expenses
20 received from a state, local or federal government agency.

21 Income of a business entity is reportable if the direct, indirect or beneficial interest of the
22 filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In

1 addition, the disclosure of persons who are clients or customers of a business entity is required
2 only if the clients or customers are within one of the disclosure categories of the filer.
3 Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-
4 87302, 89501, 89502 and 89503, Government Code.



REPORT TO CITY COUNCIL

Approved by:

Gary Price, Director of Information Technology

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-4

SUBJECT:

Budget amendment for Information Technology (IT) services

RECOMMENDATION:

Adopt a Resolution approving for a budget amendment in the amount of \$50,000 for IT services

SUMMARY:

Due to an unexpected property insurance claim, the City was required to engage in IT services with a vendor approved by the property insurance program. The City has a \$50,000 deductible through its property insurance for these services. As the need for services was unknown at the time of budget preparation, staff is recommending a budget amendment to appropriate funds for the deductible portion of the claim.

DISCUSSION:

The City participates in the Alliant Property Insurance Program (APIP) for public entities. As part of this program, the City has a \$50,000 deductible for certain IT services and claim related support. Staff initiated a claim under the program for applicable IT services with a vendor approved by APIP. As the required services were not anticipated when the budget was drafted, staff is recommending a budget amendment to appropriate funds for the required services.

FINANCIAL IMPACT:

The requested action will appropriate \$50,000 in expensing org 30720000 from uncommitted fund balance within the Computer Acquisition and Maintenance Fund (Fund 3072) to pay for the insurance deductible related to IT services. The Computer Acquisition and Maintenance Fund is an Internal Service Fund, funded by transfers from all Funds within the City's Operating Budget. The requested action will not modify current-year transfers to the Internal Service Fund but will reduce uncommitted fund balance.

ALTERNATIVES:

Council could direct staff to reallocate current year appropriations within the Computer Acquisition and Maintenance Fund by eliminating planned expenditures in other areas to pay the deductible without appropriating from fund balance.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Budget Amendment

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROPRIATING \$50,000 TO THE CITY OF MADERA'S FISCAL YEAR 2026-
27 ADOPTED BUDGET FOR INFORMATION TECHNOLOGY SERVICES**

WHEREAS, the City of Madera (City) has an adopted operating budget for Fiscal Year 2026/27; and

WHEREAS, the City was required to engage Information Technology services related to a property insurance claim through an insurance-approved vendor; and

WHEREAS, the City's insurance for these services includes a \$50,000 deductible that the City is responsible to pay towards the services rendered; and

WHEREAS, a budget amendment has been prepared in the amount to \$50,000 to appropriate funds from uncommitted fund balance within the Computer Acquisition and Maintenance Fund to pay for the insurance deductible related to IT services .

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

1. The above recitals are true and correct.
2. The Fiscal Year 2026/27 Adopted Budget is amended as shown in Exhibit A, attached hereto and incorporated herein.
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 the budget amendment in the City's accounting system.
4. This resolution is effective immediately upon adoption.

* * * * *

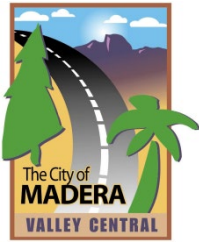
EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 26-

- - - - -

Budget Adjustments for Fiscal Year 2026/27

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Info Tech					
Operations					
	3072	0000	4900	Budgetary Carryover	50,000
	3072	0000	6440	Professional Services	50,000
				<u>\$ 50,000</u>	<u>\$ 50,000</u>



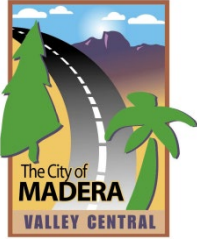
REPORT TO CITY COUNCIL Late Distribution Notice

DATE: August 27, 2026
TO: Mayor and City Councilmembers
FROM: Keith Helmuth, City Engineer
SUBJECT: September 2, 2026 City Council Meeting

Late Distribution Report for Item B-5: Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District Zone of Benefit 27B

Additional time is needed to complete, review, and finalize the report for Item B-5: Vineyard Estates Phase III-B Subdivision (Tract No. 21-S-03) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District Zone of Benefit 27B, the report will be distributed as soon as it is available.

Thank you for your understanding.



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-6

SUBJECT:

Local Partnership Agreement with Social Vocational Services (SVS)

RECOMMENDATION:

Adopt a Resolution approving a Local Partnership Agreement with Social Vocational Services

SUMMARY:

SVS offers a comprehensive array of services for individuals with a broad range of needs and interests who happen to have intellectual or developmental disabilities, including supervised job training through its Employ America program. SVS partners with local businesses to provide meaningful work opportunities to program participants.

The requested action is to approve a Local Partnership Agreement with SVS, with the intent to participate in the Employ America program. If approved, the City Manager would be authorized to approve and execute specific Participation Agreements as necessary to effect specific work assignments. The Fiscal Year (FY) 2026/27 Adopted Budget includes funds for litter abatement at several local parks and along the river trail on Monday mornings.

Participation Agreements will only be executed within the confines of existing budget appropriations.

DISCUSSION:

SVS has been operating for over 40 years, providing a wide range of services for individuals with various needs and interests who have intellectual or developmental disabilities. To date, SVS has provided meaningful employment experience for well over 2,000 individuals. More than 500 employees have been with the organization for more than 10 years.

Over the past several months, City staff have been in collaborative discussions with SVS to establish a mutually beneficial local partnership that provides meaningful job training through supplemental services that complement the City's workforce and benefit the community.

The proposed agreement would allow the provision of one (1) job coach and a team of up to three (3) crew members to perform litter abatement at certain parks and along the Fresno River.

As part of the agreement, the City would pay an amount equivalent to minimum wage times the number of assignment hours for each crew member to SVS; SVS provides all benefits for the crew members and the wages and benefits of the job coach. There are no administrative overhead charges, nor are there charges for SVS vehicles. Thus, SVS will provide transportation and materials, and/or tools to complete the work. The City may provide routinely stocked miscellaneous items such as trash bags and will be responsible for the disposal of the refuse collected by the SVS team

If approved, staff intend to execute a Partnership Agreement that will provide litter abatement assistance at several local parks and along the river trail on Monday mornings. While the City has parks maintenance crews who routinely service all parks, there is a noticeable increase in litter following weekends that exceeds typical service levels. The partnership with SVS is intended to supplement the City's services for this high-volume litter issue.

FINANCIAL IMPACT:

The Local Partnership Agreement in and of itself does not obligate the City to expend funds.

Participation Agreements executed for specific services will obligate the City to expend funds; however, such agreements may only be executed within existing budgetary appropriations. The FY 2026/27 Adopted Budget included \$24,1000 for litter abatement services in the Parks Maintenance budget, 10206100.

ALTERNATIVES:

Staff have carefully considered the qualifications of the proposed partner for this litter abatement effort. An alternative course of action involves continuing with the current model without designated outside assistance.

ATTACHMENTS:

1. Resolution approving a Local Partnership Agreement with Social Vocational Services
Exhibit A. Local Partnership Agreement

ATTACHMENT 1

Resolution approving a Local Partnership Agreement with Social Vocational Services

RESOLUTION NO. 26 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A LOCAL PARTNERSHIP AGREEMENT WITH
SOCIAL VOCATIONAL SERVICES**

WHEREAS, from time to time the City has a need for supplemental services to complement the existing City workforce in providing services to the benefit of the community; and

WHEREAS, through the Employ America program, Social Vocational Services (SVS) provides supervised work opportunities for people with intellectual and developmental disabilities; and

WHEREAS, the City and SVS desire to partner with one another in providing meaningful supervised work opportunities to serve the community; and

WHEREAS, a Local Partnership Agreement has been developed that is in the best interests of the City and SVS.

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 Local Partnership Agreement with Social Vocational Services, attached hereto as Exhibit A and incorporated herein, is approved.
3. This Resolution is effective immediately upon adoption.

* * * * *

Exhibit A: Local Partnership Agreement

**LOCAL PARTNERSHIP AGREEMENT
BETWEEN CITY OF MADERA AND
SOCIAL VOCATIONAL SERVICES**

This Local Partnership Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and Social Vocational Services ("SVS") SVS. This Agreement shall be effective on the date signed by City, which shall occur after execution by SVS ("Effective Date").

RECITALS

A. From time to time the City has a need for supplemental services to compliment the existing City workforce in providing services to the benefit of the community.

B. Through the Employ America program, SVS provides supervised work opportunities for people with intellectual and developmental disabilities.

C. City and SVS desire to partner with one another in providing meaningful supervised work opportunities to serve the community.

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

AGREEMENT

1. Scope of Services. SVS shall provide Employ America Crews consisting of one (1) job coach and up to three (3) crew members to perform, to the satisfaction of City in accordance with this Agreement, the Services as defined in individual Participation Agreements. Such Participation Agreements may be executed by the City Manager, subject to funding appropriations in the City's adopted annual operating budget. SVS shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services committed to via Participation Agreements. At no time shall services be provided by any subcontractor or subconsultant of SVS.

2. Term of Agreement; Commencement of Services. The term of this Agreement shall be five (5) years commencing on September 02, 2026, and shall terminate on September 01, 2031, unless terminated earlier as set forth herein.

SVS shall commence the Services for each Participation Agreement after execution by both parties or as otherwise agreed to in the Participation Agreement and shall continue with the Services until SVS, as determined by City, has satisfactorily performed and completed the

Services or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier.

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

4. Compensation for Services. City shall compensate SVS for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Participation Agreement(s) for services rendered.

(b) City reserves the right to not request any services of SVS during the entire duration of this Agreement. SVS shall only be paid for services performed under this Agreement to the extent authorized by Participation Agreement(s) approved by the City Manager. The City does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when SVS's services are not utilized by City.

Each month SVS shall invoice City for all work performed and expenses incurred during the preceding month. SVS's invoice shall specify the billed hours and hourly rates for each Participation Agreement then in effect.

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

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

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

6. Qualifications, and Professional Standards. SVS represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, SVS shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of SVS under this Agreement. SVS shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

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

Record Keeping; Reports. SVS shall keep complete records showing the type of Services performed. City shall be given reasonable access to the records of SVS for inspection and audit purposes.

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

9. Conflicts of Interest. SVS warrants that neither SVS nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder SVS's performance of services under this Agreement. SVS covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, SVS shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that SVS is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. SVS is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that SVS will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

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

11. City Right to Form Other Local Partnerships. This Agreement is non-exclusive with SVS. City reserves the right to form other local partnerships in connection with the Services.

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

(a) For Convenience of City. This Agreement may be terminated by City or by SVS at each party's discretion upon thirty (30) days prior written notice to the other party.

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

(c) Compensation to SVS Upon Termination. In the event termination is not due to fault attributable to SVS and provided all other conditions for payment have been met, SVS shall be paid compensation for services performed prior to notice of termination. In the event of termination due to SVS's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

(d) Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), SVS shall promptly discontinue all Services affected (unless the notice directs otherwise).

13. Insurance. All insurance policies shall be subject to City approval as to form and content. SVS shall provide City with copies of required certificates of insurance upon request. Without limiting SVS's indemnification of City, and prior to commencement of Work, SVS shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

SVS shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed

operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 and must name the City and its officers, officials, employees, and agents shall be additional insureds under such policies; blanket additional insured forms or language will not be accepted.

- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of SVS arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to name the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease.

Maintenance of Coverage

SVS shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by SVS, its agents, representatives, employees, as specified in this Agreement.

Proof of Insurance

SVS shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Primary/Non-Contributory

SVS's insurance shall allow and be endorsed as primary and not seek contribution from the City's coverage.

Umbrella or Excess Liability

The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Policies shall be follow-form to the underlying policies shall include City and its officers,

officials, employees, agents, and volunteers as additional insured. Umbrella or excess policies that do not provide a follow-form acknowledgement from the insurer/broker shall be required to provide any endorsements required on the primary policy that the Umbrella or excess policy is supplementing to meet coverage minimums.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City or shall specifically allow SVS, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. SVS hereby waives its own right of recovery against the City. Broad coverage or blanket coverage forms will not be accepted; waiver of subrogation endorsement must name City of Madera.

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If SVS maintains higher limits than the minimums required above, the City shall be entitled to coverage at the higher limits maintained by SVS.

Notice of Cancellation

SVS agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required

coverage.

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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

15. Responsibility For Others. SVS shall be responsible to City for its services. SVS shall not be responsible for the acts or omissions of other parties engaged by City nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. Compliance with All Laws. SVS shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, SVS shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended

during the term of this Agreement.

17. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by SVS without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, SVS shall not assign the payment of any monies due SVS from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due SVS directly to SVS.

18. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, emailed, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Arnaldo Rodriguez
 City of Madera
 205 West 4th Street
 Madera, CA 93637
 arodriguez@madera.gov

To SVS: Mariela Cardenas Mendez
 2185 W Cleveland Ave., Suite J
 Madera, CA 93637
 madpd@svsinc.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

19. Entire Agreement. This Agreement, including any executed Participation Agreements, represents the entire Agreement between City and SVS, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and SVS.

20. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

21. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The

remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

22. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

24. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

25. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

26. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

27. Non-Discrimination. SVS shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any SVS employees or applicants for employment. SVS shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to, race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and SVS have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

a municipal corporation

VENDOR

By: _____
Cecelia K. Gallegos, Mayor

By: _____

Date: _____

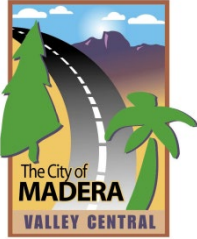
Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-7

SUBJECT:

Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. for Professional Landscape Maintenance Services

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc.

SUMMARY:

On May 7, 2025, the City Council approved a Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. (EMTS) for Professional Landscape Maintenance Services in the amount of \$294,457.56 for the Downtown District, certain City facilities & non-medians, and median islands. The report unintentionally did not reference that the amount of \$294,457.56 was *per year* of the Agreement for three years.

This report is provided to make the correction needed and clarify the Contractor Services Agreement approved on May 7, 2026, Resolution No. 25-82, was intended to read that staff was recommending awarding Request for Proposal (RFP) No. 202425-15 to EMTS in the amount of \$294,457.56 per year. The agreement was set for a period of three years, with the option to extend the terms of the agreement for two additional years, with mutual consent.

DISCUSSION:

The City has historically retained contractors to perform landscape maintenance work at several City-owned properties, including the Downtown area, certain City facilities, and City median islands. These are broken into the three following groups.

- **Group 1** is the Downtown area map, which includes the areas north to south between North A Street to South E Street, and east to west from East 5th Street to East 6th Street.
- **Group 2** includes maps for non-medians and certain City facilities including, but not limited to, City Hall, Corporation Yard, Police Department, Frank Bergon Senior Center, and John Wells Youth Center.
- **Group 3** includes such City medians along Yosemite Avenue, Gateway Drive, Howard Road, and Cleveland Avenue.

The current contractor, EMTS, has maintained the areas within the program since 2020. Specifically, EMTS was awarded the agreement on February 19, 2020, under RFP 201920-08 at \$200,880/year. The agreement was set for three years, with the option of a two-year extension with mutual written consent. On February 15, 2023, the Council approved Amendment No. 1 to the agreement for the two-year extension, extending the agreement through February 20, 2025. The agreement was increased to \$224,985.60/year for the two-year extension.

On February 5, 2025, the Council approved a 90-day extension to the agreement through May 21, 2025, to allow for finalization of RFP No. 202425-15 and submittals. The agreement's fee costs remained unchanged.

As a result, on February 19, 2025, RFP No. 202425-15 for Professional Landscape Maintenance Services was published.

On March 19, 2025, the City received four proposals from interested contractors. After review of the submitted proposals, staff recommended awarding RFP No. 202425-15 to EMTS for \$294,457.56, with the intent of clarifying that the amount was per year, with the Agreement being set for three years, and an option to extend the terms for two additional years with mutual consent.

As of the writing of this report, EMTS has completed one year of the Agreement terms.

FINANCIAL IMPACT:

There is no additional financial impact associated with the request for Amendment No. 1 to the Contractor Services Agreement with EMTS, as the annual cost of \$294,457.56 was budgeted for accordingly in Fiscal Year 2026/27. The costs are broken down into three respective budgets as follows:

- \$8,010.96 in City's Parking District Operations budget (4140-0000-6440), funded by the Downtown Association (Group 1)
- \$88,988.76 in Parks Maintenance budget (1020-6100-6440), funded by the City's General Fund (Group 2)
- \$197,457.84 in Median Landscaping budget (1020-6120-6440), funded by the Gas Tax revenue (Group 3)

ALTERNATIVES:

In considering the Council's options regarding the approval of Amendment No. 1 to the EMTS Agreement for landscape maintenance services, a potential alternative is identified for consideration:

- The Council may choose to request that staff bring additional information back to a subsequent meeting. This option allows the Council to seek further clarification on specific aspects of the request. This action, however, does limit the City from processing payments for EMTS, as a Purchase Order needs to be processed for the annual cost during FY 2026/27 but cannot be processed since the agreement language does not clarify whether the value of \$294,457.56 is per year for three years.

ATTACHMENTS:

1. Resolution approving Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc.
 - a. Exhibit 1 – Amendment No. 1
2. Resolution No. 25-82, with the executed Contractor Services Agreement

ATTACHMENT 1

Resolution approving Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc.

Exhibit 1 – Amendment No. 1

RESOLUTION NO. 26 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE CONTRACTOR
SERVICES AGREEMENT WITH ELITE MAINTENANCE & TREE SERVICE, INC.**

WHEREAS, the on February 19, 2025, City of Madera released a Request for Proposals (RFP) No. 202425-15 calling for Professional Landscape Maintenance Services; and

WHEREAS, the IFB No. 202425-15 was duly noticed and published accordingly; and

WHEREAS, the City received 4 bids as of March 19, 2025; and

WHEREAS, the 4 bids were evaluated for completeness, responsiveness, and cost; and

WHEREAS, EMTS Inc submitted the most responsive, responsible, and complete proposal at \$294,457.56 per year; and

WHEREAS, on May 7, 2025, the City Council approved a Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. (EMTS) for Professional Landscape Maintenance Services in the amount of \$294,457.56 per year; and

WHEREAS, the report to the City Council on May 7, 2025, did not indicate that the fee for services would be \$294,457.56 per year; and

WHEREAS, the agreement was set for three years through May 7, 2028, with the option of a two-year extension with written mutual consent; and

WHEREAS, Amendment No. 1 clarifies the value of the agreement as \$294,457.56 per year, for three years, through May 22, 2028.

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

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 1 to the Contractor Services Agreement between the City of Madera and EMTS for Professional Landscape Maintenance Services attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

Exhibit 1 – Amendment No. 1

AMENDMENT NO. 1 TO THE CONTRACTOR SERVICES AGREEMENT WITH ELITE MAINTENANCE & TREE SERVICE, INC. FOR PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

This Amendment No. 1 to the Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. For Professional Landscape Maintenance Services between the City of Madera (City) and Elite Maintenance & Tree Service, Inc. (EMTS) (Service Provider) is entered into and effective September 2, 2026.

RECITALS

WHEREAS, the City entered into a Contractor Services Agreement with Elite Maintenance & Tree Service, Inc. (EMTS) for the professional landscape maintenance services; and

WHEREAS, the agreement was set for three years through May 22, 2028, with the option of a two-year extension with written mutual consent; and

WHEREAS, the parties desire to enter into this Amendment No. 1 to clarify the value of the Agreement as \$294,457.56 per year, for three years, through May 22, 2028.

AMENDMENT

SECTION 1. Section 3(a) of the Agreement entitled “Compensation for Services” is amended to read in its entirety as follows:

(a) Subject to any limitations set forth in this Agreement, the city agrees to pay Contractor by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. Both parties agree that Contractor’s total compensation shall not exceed \$294,457.56 per year.

SECTION 2. Except as amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

///

The Parties hereby approve this Amendment No. 1 To The Contractor Services Agreement With Elite Maintenance & Tree Service, Inc. For Professional Landscape Maintenance Services.

CITY OF MADERA

ELITE MAINTENANCE & TREE SERVICE, INC.

By: _____
Cecelia K. Gallegos, Mayor

By: _____
Print Name:

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
Shannon Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

ATTACHMENT 2

Resolution No. 25-82, with the executed Contractor Services Agreement

RESOLUTION NO. 25-82

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING RESOLUTION AWARDED A CONTRACTOR
SERVICES AGREEMENT UNDER REQUEST FOR PROPOSAL (RFP) NO.
202425-15 TO EMTS INC, DBA ELITE MAINTENANCE & TREE SERVICES,
FOR PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES IN THE
AMOUNT OF \$294,457.56**

WHEREAS, the City of Madera released a Request for Proposals (RFP) No. 202425-15 calling for Professional Landscape Maintenance Services; and

WHEREAS, the RFP No. 202425-15 was released on February 19, 2025; and

WHEREAS, the RFP No. 202425-15 was duly noticed and published accordingly; and

WHEREAS, there were 4 bids received as of March 19, 2025; and

WHEREAS, the 4 bids were evaluated for completeness, responsiveness, and cost; and

WHEREAS, EMTS Inc submitted the most responsive, responsible, and complete proposal at \$294,457.56; and

WHEREAS, the City wishes to enter into a Contractor Services Agreement with EMTS Inc for the professional landscape maintenance services; and

WHEREAS, the agreement would be for three years through May 7, 2028, with the option of a two-year extension with written mutual consent.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera does hereby accept the four bids received for this project, finds that EMTS Inc, is the most responsive and responsible bidder, and awards a service agreement contract to EMTS Inc. for the RFP 202425-15 Professional Landscape Maintenance Services project in the amount of \$294,457.56 as attached hereto as Exhibit 1.
3. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Madera on this 7th day of May, 2025 by the following vote:

AYES: Mayor Gallegos and Councilmembers Zacharia, Rodriguez, Montes, Evans, Mejia and Villegas.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:


CECELIA K. GALLEGOS, Mayor

ATTEST:


ALICIA GONZALES, City Clerk



CONTRACTOR SERVICES AGREEMENT

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND EMTS INC dba Elite Maintenance & Tree Service

This Contractor Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and EMTS INC dba Elite Maintenance & Tree Service ("Contractor"). This Agreement shall be effective on the date signed by City which shall occur after execution by Contractor ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, RFP No 202425-15, to select a Contractor to provide Professional Landscape Maintenance Services.

B. Contractor submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Contractor and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Contractor to perform the requested Services on the basis of Contractor's demonstrated competence and professional qualifications.

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

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

AGREEMENT

1. Scope of Services. Contractor shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. *[Note: Scope of Services Exhibit will also include the text from RFP regarding Maintenance Standards and Other Provisions.]*

2. Commencement of Services; Term of Agreement. Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on May 22, 2025, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through May 22, 2028, unless otherwise terminated earlier by one of the parties pursuant

to Section 16 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 21 of this Agreement.

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

(b) Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Contractor.

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. Both parties agree that Contractor's total compensation under this Agreement shall not exceed \$294,457.56.

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

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

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

4. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be

deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor or its agents or employees perform the services under this Agreement.

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

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

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

8. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of City, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to City not more than Two Hundred Dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

9. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

10. Payroll Records. The Contractor shall comply Section 1776 of the California Labor Code. The Contractor shall keep and require that all subcontractors keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor by the City, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. If Contractor or subcontractor does not comply after such ten (10) day period, the Contractor shall, as a penalty, forfeit one hundred dollars (\$100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. Contractor shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

11. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood,

or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

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

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

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

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

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

15. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Contractor in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services,

except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

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

17. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Contractor's performance of services under this Agreement. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Contractor will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

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

19. City Right to Employ Other Contractors. This Agreement is non-exclusive with Contractor. City reserves the right to employ other Contractors in connection with the Services.

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

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

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a

detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

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

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

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

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

23. Compliance with All Laws. Contractor shall be familiar with and shall comply with all City, State,

and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

24. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

25. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	Arnoldo Rodriguez, City Manager City of Madera 205 W. Fourth Madera, CA 93637 Email: arodriguez@madera.gov
To Contractor:	Darin Sherlock Elite Maintenance & Tree Service 2972 Larkin Avenue Clovis, CA 93612 Email: darins@eliteteamoffices.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

26. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

27. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

28. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

29. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

30. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

31. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

32. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

33. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

34. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

35. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

Date: 05/07/25

By: Cecelia K. Gallegos
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

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

ATTEST:

By: Alicia Gonzales
Alicia Gonzales, City Clerk

CONTRACTOR

By: Darin Sherlock
Contractor (signature)

Darin Sherlock, Secretary
Printed Name and Title

26-0860415
Federal Tax I.D. No.

911565
Contractor License Number

1000008208
DIR Registration Number



EXHIBIT A SCOPE OF SERVICES

The Contractor shall provide and coordinate all services necessary for the proper maintenance of the areas. The specific services of the Contractor shall include, but not be limited to the following:

- Prepare a preliminary estimate for material and labor costs associated with needed services directly covered by this Agreement.
- Provide an itemized monthly statement showing all services performed.

The Contractor shall furnish all labor, tools, equipment, fertilizers, herbicides, and materials necessary for the performance of the maintenance work and services in the manner specified herein for each of the maintenance areas of service.

A. GENERAL REQUIREMENTS

The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, they will use equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed in accordance with standards contained herein, at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide grounds maintenance services including, but not limited to:

- turf mowing
- edging
- small-scale standard tree trimming as defined below
- overseeding
- reseeding
- fertilization
- aeration
- irrigation
- hand watering
- bleeding of valves as necessary during emergencies when automatic systems are not functioning
- pruning and renovation of turf and shrub areas
- provide weed control
- disease control

- tree maintenance
- maintenance of irrigation systems

As well as necessary maintenance of any appurtenant structures and equipment according to specifications and frequencies as set forth herein or revised by City.

The Contractor shall not perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

The Contractor recognizes that during the course of this Agreement other activities and operations may be conducted by City workforces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, and construction and/or storm-related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the City to modify or curtail impacted tasks covered by this Agreement.

The Contractor shall, during the hours and days of maintenance service, as identified in Section III.H, respond to all emergencies within two (2) hours of notification.

The Contractor shall be required to identify equipment and vehicles used with decals identifying the Contractor's name, and phone number.

B. REQUIRED LICENSES

The successful bidder and any subcontractor(s) must possess, at a minimum, a current and valid California Contractor State Licensing Board (CSLB) license(s) in the classification(s) required by law to perform the work: CSLB C-27 (Landscape Contractor).

All businesses shall have a valid City business license to provide services and must have the appropriate licenses necessary to apply pesticides as required for the maintenance services proposed. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License, and a Qualified Applicator's License before using any applicable chemicals within the area(s) to be maintained.

C. DESCRIPTION OF WORK AND SERVICES

1. All areas shall be maintained in accordance with the preservation of the quality of standard landscaping practices of the intended design concept. Maintenance will occur in such a manner that will not alter the existing ground area from its natural state. All areas will be kept weed-free leaving a clean and manicured appearance. Such maintenance is to occur at the following minimum intervals and shall comply with procedures for standard landscaping practices leaving these grounds in a clean and desirable condition.

If turf exists within maintenance areas, turf shall be cut or mowed with conventional mowing equipment of a type that will not damage the turf, such mowing is to occur at the following minimum intervals and shall comply with standard practices and procedures for mowing and maintaining turf in a healthy and presentable condition.

(a) The maintenance shall occur at a minimum of one time per week, between March 1 and October 1. Maintenance may be performed a minimum of twice per month, for all other months provided minimum standards per specifications contained herein are maintained.

(b) The maintenance services will be provided Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

2. All trees and shrubs shall be inspected, trimmed, and adjusted to facilitate complete maintenance, provide a neat appearance, and protect said trees and shrubs from damage by site maintenance operations. Said trimming shall comply with standard practices and procedures to maintain trees and shrubs in a healthy and presentable condition. The standard trimming of all trees and shrubs within the scope of this agreement shall be a minimum 7 feet above ground level over pedestrian pathways and 14 feet above vehicle travel ways such as streets, alleys, etc. Said standard trimming is specific to facilitating maintenance and differs from major trimming as described under the Extra Work provision in this RFP. The determination of major trimming shall be at the sole discretion of City. The Contractor shall be responsible for maintaining all tree staking and should adjust, modify, or remove as required to promote acceptable growth requirements.

The Contractor shall maintain the perimeter of all landscape areas, including but not limited to curb, parking areas, or affiliated grounds. Contractor may use the application of herbicides at the Contractor's discretion. The Contractor shall comply with all applicable laws, regulations, and ordinances and shall be responsible for the securing of any and all permits, which may be required for the performance of the work and services herein provided. All herbicide to be used shall be approved prior to application and only by written notice as detailed in the draft agreement included in this RFP. Weed eating around trees will not be permitted and damage to trees caused by such activity will be justification for damages being assessed to the Contractor, termination of agreement, or tree replacement at the Contractor's expense.

3. All trash and debris that has accumulated, or may in the future accumulate within the boundaries of the specific areas, including, but not limited to, sidewalks, play areas, driveways, fence lines, and property boundaries shall be removed from the site. Grass clippings, weeds, trash, debris and other waste and refuse materials collected within the sites shall be disposed of in an approved manner off-site. Trash and debris shall be removed by the Contractor and at the Contractor's expense at a frequency concurrent with maintenance defined in the Description of work (Section (a)).

4. All landscape maintenance areas shall be inspected monthly by the Parks Supervisor, or designated City personnel, to determine whether any damage has occurred to the property, including, but not limited to, fences, sidewalks, equipment, structures, plants, turf, trees or other improvements. The Contractor shall report to the Parks Supervisor, or designated City personnel, in writing within twenty-four (24) hours of discovery of any damage to a site which adversely impacts the functioning of the site, improvements, security, and/or safety thereof.

5. All landscape maintenance areas shall be fertilized and kept weed-free. Fertilizers and herbicides will be provided by the Contractor and shall be applied in such a manner that non-target species are protected. Any grasses or plants damaged or destroyed through the application of fertilizers, herbicides or other chemicals shall be replaced at Contractor's sole cost and expense.

6. The Contractor shall be responsible for the maintenance of all locks and chains on all back-flow preventer enclosures, gates, structures, and other improvements requiring such security. Or at the request of City personnel, the City will provide the Contractor with replacement locks and chains as may be required.

7. The Contractor shall submit signed detailed work reports no later than the 10th day of each month describing all work and services performed on each landscape maintenance area during the preceding month. Without limitation to scope or detail, Contractor shall include in said report a general description of the work and services performed; the date or dates on which each landscape area was inspected and work performed; information concerning damages, repairs, or replacements required, including, but not limited to locks or chains and unusual or special conditions which require special attention in order to preserve the functional and/or security and integrity of the landscape areas. The report shall include the Contractor's recommendations for measures to correct any deficient condition reported. However, this report does not exempt the Contractor from notification of conditions that exist as specified in No. 4 above. All work reports must be submitted to City before/or with the monthly payment request forms. If monthly work reports are not submitted, payment shall be held until City receives the monthly work reports.

D. DESCRIPTION OF EXTRA WORK

The Contractor shall, from time to time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. In all cases of Extra Work, no such work may be performed without prior written authorization from the City. The City, at its discretion, may choose to provide all necessary materials or have the Contractor provide materials and reimburse the Contractor for all authorized costs.

1. Contractor may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state, and federal regulations governing the use of such agents or techniques. In no event shall the actions of the Contractor in effecting such eradication result in a danger to humans, domestic animals, or plant life. The Contractor shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

2. The Contractor may be required to perform major tree pruning or removal of trees and/or shrub growth located on or adjoining City sites, so that said trees do not present a danger to persons or improvements of the City. Such responsibility may include planting, watering, treatment, fertilizing, the cutting away and removal of dead, diseased, broken, or otherwise impaired branches, and the complete removal of those trees and shrubs whose location or state of health demands such removal. Such work is considered Extra Work in scope above the normal tree and shrub trimming requirements identified in this Description of Work and Services. City shall be the sole determinate of what constitutes normal or extra work.

3. Contractor may be required to eradicate weeds, plants, and undesirable growth within adjacent properties. The work and services necessary to accomplish the foregoing shall be coordinated with the control activities of any governmental agencies concerned with the work. Elimination of undesirable weeds or specific ground plantings may be accomplished by means of appropriate herbicides and pesticides after prior written approval of the City. The elimination process shall be performed in such a manner as not to endanger or damage existing turf and other plantings within any City sites or plant or animal life on adjacent properties.

4. Contractor may be required to plant flowers, plants, and place bark or mulch.

All extra work shall commence on the specified date established and the Contractor shall proceed diligently to complete said work within the time allotted.

City retains the right at all times to accept, re-negotiate, or decline proposals for extra work and further retains the right to negotiate with third-party companies to perform extra work.

E. DAMAGE BY CONTRACTOR

All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

1. Irrigation damage shall be repaired or replaced within one watering cycle.

2. All damages to shrubs, trees, turf, or ground cover shall be repaired or replaced within five (5) working days, weather permitting.

3. Minor damage to trees such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.

4. Minor damage to shrubbery may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement.

5. All damage resulting from chemical operation, such as spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

6. All damage caused to components of the sites such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures, etc., from accidents or cumulative effects of incidents caused by the carelessness of the Contractor's staff shall be immediately corrected at the Contractor's expense.

F. INQUIRIES AND COMPLAINTS

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City. If any complaint is not abated within 24 hours, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint, and the total cost incurred by the City will be deducted and forfeited from the payments owed to the Contractor from the City.

G. SAFETY

The Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices. The Contractor shall safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, City, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect for

potential hazards at the various sites covered by this RFP and keep a log indicating the date inspected and action taken.

It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using arrow boards, barricades, or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury. The Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the City within five (5) days following the occurrence.

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and the safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore. Access to driveways shall be maintained at all times. When entering or leaving roadways that bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The provisions in this section may be modified or altered if, in the opinion of the City, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the City.

H. HOURS AND DAYS OF MAINTENANCE SERVICES

The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the City.

Per State of California Labor Code Section 1813, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in

violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

I. MAINTENANCE SCHEDULES

The Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the City for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City for review, and if appropriate approval, within five (5) working days before the scheduled time for the work.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for Specialty Type maintenance as set forth immediately hereafter.

The Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

1. Fertilization
2. Turf renovation/reseeding
3. Micro-Nutrients/soil amendments
4. Spraying of trees, shrubs or turf
5. Aesthetic tree pruning
6. Other items as determined by the City.

J. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one area or as part of a crew serving any number of areas, shall include at least one individual who speaks and comprehends the English language.

The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the landscape easement area. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matters and the Contractor shall take reasonable measures to assure the City

that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.

The City requires the Contractor to establish an identification system for personnel that clearly indicates to the public the name of the individual employee responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the City.

The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

K. SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter upon the premises or improvements unless they are proper "men working" signs, without the City's prior approval. RFP 202425-15 Professional Landscape Maintenance Services

L. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

M. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the County of Madera Agricultural Commission. The Contractor shall also be certified in Categories D and E of the Pest Control Advisor's License and in Category B of the Qualified Applicator's License. If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the City per the Agreement, may subcontract this service. If the chemical application is performed without the necessary approvals, including registration, licenses, and permits, the City may deduct pro rata from the Contractor's invoice applicable costs for chemical spraying.

The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement. In addition to the remedies provided, this Agreement may be terminated by the City

with a 30-day written notice mailed by certified letter to the Contractor if the Contractor fails to correct deficiencies promptly.

A listing of proposed chemicals to be used including commercial name, application rates and type of usage shall be submitted to the City for approval at the commencement of the Agreement. No chemical applications shall begin until written approval of use is obtained from the City. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. The Application shall be in strict accordance with all governing regulations.

Records of all operations stating dates, times, methods of application, chemical formulations, applicator(s) names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report that is site-specific with the monthly billing. A copy of the Pest Control Advisor's recommendation for each application that is site-specific shall be provided to the monitor and applicator before each application. This shall be in addition to the copy of the usage summary that is provided to the Madera County Agricultural Commissioner. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the City of Madera Department of Parks and Community Services prior to application. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California shall be adhered to.

N. MAINTENANCE, REPAIRS, AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

The Contractor shall be responsible for performing maintenance, repairs and replacement when the need for such work arises out of Acts of God and third-party negligence in accordance with the provisions of this Section. The Contractor shall repair or replace:

1. Damaged, diseased (untreatable) or dead shrubs, ground cover, and trees in accordance with Sections III.O and III.P; and,
2. Inoperable irrigation equipment described in Section III.G.

The Contractor shall submit a written estimate of the cost for performing such work. The City may, upon review and approval of such estimate, authorize the Contractor to perform said work by return of a signed copy of the contractor's estimate. After the submittal of the bill, the Contractor shall be reimbursed only for the agreed-upon cost estimate. If the Contractor's written estimate is not approved, then the City reserves the right to contract with a third party to perform such work.

MAINTENANCE SPECIFICATIONS

O. TURF CARE

The Contractor shall perform at their sole expense the following services:

Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping.

All cool season grasses (such as Bluegrass and Fescues) are to be cut at 2-1/2 inches during March through November and at 2 inches from December to February of each year. The mowing heights will be adjusted by the City during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will ensure that all areas will be mowed not less than once a week during the warm season of March to November and once every two weeks during the cool season of December to February. This schedule will be submitted to the City for approval.

Power Edge

With each mowing, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary to provide maximum water coverage. Edging will be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas.

All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day the area is edged. After mowing and edging are completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

Weed Control

Control turf weeds as needed in accordance with industry standards to maintain turf stands that are 90% weed-free. Hand removal of noxious weeds or grasses will be required as necessary.

Insect, Ants, and Disease Control

Eliminate all insects, ants, and disease-affecting turf areas as they occur.

Aerification

The City may request aerification at several or all sites depending upon existing conditions. Expenses related to aerification processes may be billed as Additional Work as specified.

Thatch Removal

Verticut all cool season grasses once annually before the overseeding operation. Equipment will consist of standard renovating or vertical mowing types. The City is to be notified at least two (2) weeks before the exact date of renovation.

Irrigation

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. The Contractor shall be proficient with Hunter products and controllers. The Contractor shall contact the manufacturer for service and training on an as-needed basis. The Contractor may be asked to provide the City with a quarterly written irrigation report. The City shall have the ability to change the irrigation schedule at any time. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff, and the relationship of conditions that affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.
2. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.)
3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correcting for coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials that obstruct the spray.
4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the area.
5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes, and local watering ordinances.
6. The irrigation system will be controlled by the Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.

7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the City, so necessary improvements can be considered.

8. The Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency.

9. The Contractor shall file a monthly statement with the Department of Parks and Community Services, certifying that all irrigation systems are functioning properly and shall also provide an irrigation schedule on a quarterly basis.

10. The bleeding of valves and hand watering are to be used only in emergency situations.

Fertilization

Turf shall be fertilized twice (2 times) a year with Best – Triple Twelve 12-12-12, or comparable fertilizer, during May and September. All fertilizers used shall be inorganic and granular. In addition to the balanced type of commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8, or comparable fertilizer, four times a year during March (after aeration), April, October, and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by the Contractor one (1) time per year during March. Fertilizer materials and rates may be adjusted by the City based on test results.

Turf Reseeding

The Contractor shall, as needed, overseed all turf area bare spots to reestablish turf to an acceptable quality. When the Contractor reseeds turf, the Contractor will aerify, renovate, or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The City may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided the loss of turf was not due to the negligence of the Contractor. Overseeding shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet.

P. SHRUB, GROUND COVER AND VINE CARE

The Contractor shall perform at their sole expense the following services:

Pruning (with hand pruners/loppers/saws) as indicated by the City, prune shrubbery between January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not “heading” or “tipping” cuts. Some growth will need to be

thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

Trimming (with hedge shears or hand-pruners) restricts growth by trimming shrubbery and ground covers to the area behind curbs and walkways, within planter beds and away from walls, fences, and utilities as necessary, or upon written notice by the City. Keep ground cover trimmed two feet (2') in diameter from the base of shrubs. For all high branches, open shrubbery, and all trees, keep ground cover trimmed one foot (1') away from the outer perimeter of trunks. For all trees in turf areas, spray a two-foot (2') radius clearing out from the perimeter of the trunk and mulch. Do not use string trimmers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the City. Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in ground cover, shrubs, or trees.

Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All ground cover is to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the City.

Insect, Mollusk, Ant and Disease Control

Maintain shrub areas to be free of disease, insects, ants and mollusks.

Weed Control

All ground cover and shrub beds are to be kept weed-free at all times. Control methods can incorporate one or all three of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (mainly within point irrigated areas). Use chemical eradication twice a year.

Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during March (Best – Triple Twelve 12-12-12, or comparable product), May (Best – Supreme 16-6-8, or comparable product), and September (Best – Supreme 16-6-8, or comparable product). Individually apply Best Triple Twelve 12-12-12, or comparable product, at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. The Contractor will cultivate into the soil. Soil tests shall be taken by the Contractor one (1) time per year during March. One soils

test with complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the City. Fertilizer materials and rates may be adjusted by City based on test results. The Contractor shall provide the City with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of this specification.

Shrub and Ground Cover Replacement

All damaged, diseased (untreatable), or dead shrubs and ground covers will be replaced as needed with the same material of similar size that existed and as required by the City unless otherwise notified by the City in writing. Shrubs and ground cover damaged or lost due to Contractor negligence shall be replaced at the Contractor's expense. Shrubs and ground covers permanently damaged or lost due to vandalism may be covered at the City's expense. The Contractor shall be responsible for getting City approval in writing before removal and/or replacement.

Substitutions for any plant materials must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the City.

Q. TREE CARE

The Contractor shall perform at the sole expense the following services:

Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond the curb line into the paved section of streets where applicable.
2. Control insects and diseases as needed.
3. Stake and support all replacement trees and replace stakes that have been broken or damaged on existing trees as required. Tree stakes shall be pentachlorophenol-treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree). Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree). Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties

should allow for a minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

4. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.

5. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and re-tied to prevent girdling.

New Tree Pruning

During the first three (3) years, head back to lower branches and prune all trees, including those on the slopes, for the correct branching structure.

Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5, or comparable product,) within the drip line of the tree two times per year (during May and October).

Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of these Specifications.

Tree Replacement

All trees permanently damaged will be replaced as needed with the identical species of tree unless otherwise notified in writing by the City. The need for and the size of the replacement will be determined by the City. The size of the replacement shall be a minimum size of a 15-gallon container. Substitutions will require prior written approval by the City. Original plans and specifications should be consulted to ensure the correct identification of species. Trees permanently damaged or lost due to vandalism may be replaced at the City's expense. The Contractor shall be responsible for getting City approval in writing before removal and/or replacement.

R. GENERAL CLEANUP

The Contractor shall perform at his sole expense the following services:

Trash Removal

All areas under maintenance and other designated areas will have above-identified trash removed in conjunction with the approved maintenance schedule for each maintenance area on a weekly basis with the exception of the Downtown District where all trash receptacles are to be emptied THREE TIMES PER WEEK.

Concrete/Asphalt Median Strip Maintenance

The Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

Curb and Gutter Maintenance

The Contractor is responsible for the removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

S. IRRIGATION SYSTEM MANAGEMENT

All irrigation systems within the landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment downstream of the backflow device including but not limited to sprinkler heads, remote control valves, quick couplers, and risers. Repairs to automatic controllers, booster pumps, and backflow prevention devices may be performed at the City's expense. The Contractor shall be responsible for getting City approval in writing before the removal and/or replacement of these irrigation system components.

Replacement Requirements

Replacements will be of original materials or substitutes approved by the City in writing prior to any installation.

Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. The Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third-party negligence will be accomplished by the Contractor as provided for as outlined in the Scope of Responsibility.

T. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

Drainage Systems:

The following services shall be provided by the Contractor at their expense except as otherwise provided for:

1. All surface drains ("V" ditches); if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. The Contractor will repair or replace concrete portions as necessary. The Contractor may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section III.D (Additional Work).
2. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper, and other debris to ensure unimpeded passage of water. The Contractor shall replace all broken or stolen sections of pipe, catch basin boxes, and grates. The Contractor may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section III.D (Additional Work).

Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the areas unless otherwise specified. The Contractor shall be entitled to additional compensation for this added work. This compensation will be negotiated per standards set forth in Section III.D (Additional Work).

U. MAINTENANCE INSPECTIONS

The Contractor shall:

1. Weekly perform a maintenance inspection during daylight hours of all facilities within the areas. Such inspection shall be both visual and operational. The operational inspection shall include the verifying operation of all irrigation and other mechanical systems to check for proper operational condition and reliability.
2. The City may request monthly meetings on-site for a walk-through inspection of areas. Said meeting shall be at the convenience of the City and may include residents of the community. The City shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1) week before such inspection. In addition, interim inspections may be made by the City. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this

Agreement. It should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

V. NATURAL AREAS MAINTENANCE

Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. The Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the City.

EXHIBIT B
SCHEDULE OF COMPENSATION

Group #1 Downtown Maintenance

Map #	Designation	Location	Monthly	Annual
1	Downtown District	N. A Street to S. E Street, and E. 5th Street to E. 6th Street	\$ 667.58	\$ 8,010.96
N/A	Cost per Square Foot for Extra Work		\$.17	
			Group Total	\$ 8,010.96

Group #2 Non-Median Maintenance

Map #	Designation	Location	Monthly	Annual
2	City Hall	205 West 4th Street	\$ 698.35	\$ 8,380.20
3	Corporation Yard	1030 S. Gateway Drive	\$ 486.34	\$ 5,836.08
4	Frank Bergon Center	238 South D Street	\$ 536.26	\$ 6,435.12
5	WAC & Youth Hut	1124 E. Yosemite Ave. & 113 South Q Street	\$ 424.01	\$ 5,088.12
6	Kennedy Pond	Kennedy Pond - Between Adanac Way and Kennedy Street	\$ 361.67	\$ 4,340.04
7	Mex-Am Center	716 Columbia Street	\$ 361.67	\$ 4,340.04
8	Cleveland Linear	South side of Cleveland Ave. from Granada Dr. west to Glade Ave	\$ 2,226.11	\$ 26,713.32
9	Granada Linear	West side of Granada Dr. from Cleveland Ave. to Foxglove (excluding Veterans Hall property)	\$ 897.93	\$ 10,775.16
10	Police Department	330 South C Street	\$ 233.95	\$ 2,807.40
11	John Wells Youth Center	701 East 5th Street - Except Centennial Park & Pool Complex	\$ 396.48	\$ 4,757.76
12	Tiburon Way	Hampton Drive to Hillsboro Way	\$ 396.48	\$ 4,757.76
13	Madera Municipal Airport	4020 Aviation Drive	\$ 396.48	\$ 4,757.76
N/A	Cost per Square Foot for Extra Work		\$.17	
			Group Total	\$ 88,988.76

Group #3 Median Maintenance

Map #	Designation	Location	Monthly	Annual
14	Yosemite Ave Islands	Median islands on Yosemite Ave. from Gateway Dr. west to Howard Rd.	\$ 608.82	\$ 7,305.84
15	Gateway Dr	Islands & Park Strips – Cleveland Ave. to Fresno River	\$ 748.19	\$ 8,978.28
16	Howard Road	Islands & Park Strips – Schnoor Ave. to west of Autumn	\$ 1,518.60	\$ 18,223.20
17	West Cleveland Islands	West from Schnoor Ave. to Granada Dr.	\$ 638.28	\$ 7,659.36
18	Hopy Island	Cypress and Yosemite Ave.	\$ 381.42	\$ 4,577.04
19	Sunrise Island	Sunrise & Lake Street	\$ 352.13	\$ 4,225.56
20	Barsotti Islands	Park Lane, Park Drive, Park South, North Park	\$ 1,269.15	\$ 15,229.80
21	Mainberry Islands	Mainberry Dr. and W. 3rd Street and Westgate Dr.	\$ 2,200.81	\$ 26,409.72
22	West Park	West Park Drive	\$ 256.69	\$ 3,080.28
23	Terrace Place	Terrace Place Island, North of Central Ave.	\$ 322.84	\$ 3,874.08
24	Renway Island	Ren Way Cul-de-sac, off Granada Dr.	\$ 286.15	\$ 3,433.80
25	Riverview Strips	Riverview East and West of Granada	\$ 286.15	\$ 3,433.80
26	Gateway Tree Planters	East and West Side of Gateway Drive, Fresno River to Olive Avenue	\$ 608.82	\$ 7,305.84
27	Roosevelt Planter Boxes	Roosevelt Ave. and 14th St	\$ 425.52	\$ 5,106.24
28	Kennedy Wall	Kennedy St/Ave 16, East of Kennedy Pond & Jericho Dr.	\$ 286.15	\$ 3,433.80
29	Olive Avenue Islands	Olive Ave, Yosemite to Hwy 145	\$ 476.86	\$ 5,722.32
30	East Cleveland Islands	Cleveland Ave, Gateway Dr. to Tozer	\$ 440.16	\$ 5,281.92
31	Ave 17/Airport Median	Ave 17 West of Airport Dr.	\$ 880.32	\$ 10,563.84
32	Yosemite Tozer (Crossroads)	Tozer Ave. South of Yosemite	\$ 337.48	\$ 4,049.76
33	Cleveland Center Median	Cleveland median islands from Glade Ave west to Westberry	\$ 337.48	\$ 4,049.76
34	Industrial Schnoor	Industrial Ave. from Granada Dr. to Schnoor Ave.; Schnoor Ave. from Howard Road to Industrial Ave.	\$ 865.68	\$ 10,388.16
35	Lake Street	Lake Street from Cleveland Ave. to Ellis Street	\$ 594.18	\$ 7,130.16
36	Ave 13 Median Island-Parkwood	Avenue 13 median islands in front of Parkwood School	\$ 476.86	\$ 5,722.32
37	Ave 13 Median Island-Valero	Ave 13 West of Hwy 145 in front of Valero Station	\$ 425.52	\$ 5,106.24
38	Sunset Wall	Sunset East of Schnoor Avenue	\$ 308.03	\$ 3,696.36
39	Madera South H.S. Medians	Avenue 13 (Pecan) between Stadium and Pine	\$ 322.84	\$ 3,874.08
40	4th Street Medians	4th Street from Lake Street West to Sunset	\$ 388.82	\$ 4,665.84
41	Accornero Medians	National Avenue to Sunset Avenue	\$ 410.87	\$ 4,930.44
N/A	Cost per Square Foot for Extra Work		\$.17	
			Group Total	\$ 197,457.84

EXHIBIT C INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-

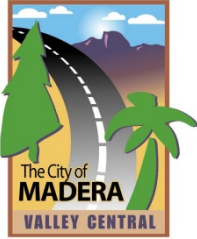
insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

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



REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-8

SUBJECT:

2026 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 26, 2026

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 95th 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 2026 Madera Old Timers' Day Parade and Booths in the Park event will occur on the morning of Saturday, September 26, 2026. 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 9/16/2026)	\$20.00
<i>No Entry Fee for Bands</i>	

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



ENTRY FORM

2026 Old Timers' Day Parade
Saturday, September 26, 2026
Entries Close September 16, 2026

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 _____



2026 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 _____



**The Madera Downtown Association & Madera Sunrise Rotary
2026 Old Timers' Day Parade
SATURDAY SEPTEMBER 26, 2026 AT 10:00 A.M.**

Entries due by September 16, 2026

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.

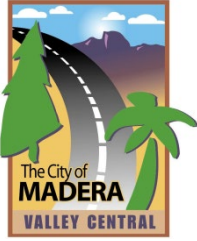
Your entry will be final when all paperwork; entry form, hold harmless agreement, publicity information sheet, and payment has been submitted. After completion of parade application forms, please make a copy for your records.

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**

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**Please contact the parade organizer with any questions
at: 559agent@gmail.com or [\(559\) 474-9901](tel:5594749901)**



REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: B-9

SUBJECT:

Porsche Club of America Special Activity Permit for Autocross Events at the Airport

RECOMMENDATION:

Adopt a Resolution approving a Special Activity Permit for the use of designated areas of the Madera Municipal Airport for Porsche Club of America Autocross Events for Fiscal Year 2026/27

SUMMARY:

The Porsche Club of America (PCA) is requesting authorization to use the closed Runway 8-26 (Runway) at the Madera Municipal Airport (Airport) for autocross performance driving events between September 2026 and May 2027. The City has approved the PCA's request for a Permit in 2018, 2019, 2022 through 2024, inclusive, the early part of 2025, and for Fiscal Year (FY) 2025/26. On August 19, 2026, the PCA's Sequoia Region submitted its completed renewal Confirmation Packet requesting permission to continue using the Runway for five events during FY 2026/27.

DISCUSSION:

The PCA organizes social, driving and club-style events including Autocross events. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds range between 40 to 65 miles per hour. Event organizers place an emphasis on driver skills and car performance. The PCA emphasizes safety and the importance of uninterrupted airport operations as priorities when using the Airport for their events.

The autocross course stays within the confines of the restricted runway and attendees access the event from Avenue 16 and do not impede aviation traffic or cross the main taxiway or Runway 12-30. The event dates for the current permit request are listed in Table 1 below.

On August 19, 2026, the PCA's Sequoia Region returned its completed FY 2026/27 Confirmation Packet. Per that packet, the event/course area, access route, and Table 1 activity schedule approved for FY 2025/26 (Exhibits A, B, and G) remain unchanged, and the Club continues to use the City's standard Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Exhibit D) for every participant. The Club has added a fifth event date this cycle and has updated its principal event contacts and notice address: Russell K. Weber, AutoX Coordinator, Sequoia Region PCA, PO Box 26293, Fresno, CA 93720 (rtweber@hotmail.com), with Larry Kirlin serving as Assistant Event Coordinator.

Table 1: Event Dates				
Event 1	Event 2	Event 3	Event 4	Event 5
September 12, 2026	October 10, 2026	March 13, 2027	April 10, 2027	May 8, 2027

FINANCIAL IMPACT:

Staff negotiated a rate of \$350 per event with the PCA in the prior cycle, and the PCA has agreed to continue at that same rate. This Permit will allow five autocross events, generating \$1,750 (5 x \$350) in revenue for the Airport, and the PCA will be required to carry appropriate insurance for each event. Costs related to staff time include the time for a pre-inspection and post-inspection; staff presence is not required during the event, and no staff time is dedicated to set up or cleanup for the event.

Any other incidental expenses are expected to be absorbed within the existing departmental budget and will not require additional appropriations.

ALTERNATIVES:

As an alternative, Council may:

- Direct staff to further negotiate the terms of the Permit.
- Decline to approve the Permit.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Special Activity Permit
 - i. Exhibit A: Site Plan of Runway 8-26
 - ii. Exhibit B: Access Route to Event Location
 - iii. Exhibit C: Federal Aviation Administration Assurances
 - iv. Exhibit D: City of Madera Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

- v. Exhibit E: Insurance Requirements for Porsche Club of America Special Event at the Madera Municipal Airport
- vi. Exhibit F: Incident Report
- vii. Exhibit G: Map of Event Course

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT FOR THE USE OF
DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE
2026-2027 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

WHEREAS, the Porsche Club of America (Permittee) has requested authorization to use an area of the Madera Municipal Airport (Airport) for autocross events during Fiscal Year 2026/27; and

WHEREAS, the Airport has available space on the closed runway that will not present any safety hazard or detriment to normal operations of aircraft at the Airport; and

WHEREAS, participants and spectators will access the event via Avenue 16 so as not to interrupt normal airport operations; and

WHEREAS, five events are planned during Fiscal Year 2026/27; and

WHEREAS, the Permittee shall remit \$350 per event to the Airport for a total of \$1,750 through the duration of the permit; and

WHEREAS, the Permittee shall be limited to the area outlined in the permit; and

WHEREAS, the City and the Permittee have agreed upon terms for the attached Special Activity Permit.

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

1. The above recitals are true and correct.
2. The City Council approves of the Special Activity Permit between the City and the Porsche Club of America, a copy of which is attached and incorporated herein.
3. The resolution is effective immediately upon adoption.

* * * * *

SPECIAL ACTIVITY PERMIT FOR THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE 2026-2027 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS

THIS IS TO CERTIFY THAT the City Council ("Council") of the City of Madera ("City"), at a regular meeting held on September 2, 2026, considered and approved this Special Activity Permit ("Permit") for use of the restricted Runway 8-26 ("Runway") at the Madera Municipal Airport ("Airport") for scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions and to further certify that by execution thereof Porsche Club of America ("Permittee") agrees to all the terms and conditions of this Permit.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California, for permission to use the Airport's Runway, as indicated on Exhibit A attached hereto and made a part hereof.

BACKGROUND:

The City initially received a request from the Permittee in December 2017 to use the Airport, and since 2018 Council has approved their request for a Permit in 2018, 2019, 2022 through 2024, inclusive, the early part of 2025, and for Fiscal Year 2025-2026. On August 19, 2026, Permittee's Sequoia Region submitted its completed renewal Confirmation Packet requesting permission to continue using the Runway for five events during Fiscal Year 2026-2027. The autocross course stays within the confines of the restricted runway and attendees access the event from Avenue 16. The participants and attendees do not impede aviation traffic nor do they cross the main taxiway or Runway 12-30.

COUNCIL ACTION:

The City Council adopted the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval and authorized the Mayor to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee's automotive, non-aviation-related event and use of the Runway area and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties, or the community-at-large.
2. Permittee's non-aviation-related activities will not be detrimental to the utility of the Airport or to Airport property and improvements.

3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit, will not be inconsistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City.
4. Permittee's non-aviation-related activities and use of the Airport facilities will not create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time periods can be and are herein designated for Permittee's non-aviation-related activities.
6. Permittee shall pay \$350.00 per event for this proposed use.
7. The form and amount of insurance as required in Exhibit E, attached hereto and incorporated herein, naming the City as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's risk exposure and are not unjustly discriminatory. It is further found that because these insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The event is a periodic autocross event on the second Saturday of the months of September 2026, October 2026, and March through May 2027. Event participants on the Runway will navigate a temporary course marked by traffic cones in a timed competition. The term "Runway" in this Permit includes the asphalt closed Runway 8-26 and the southwestern end of abandoned taxiway C consistent with Exhibits A and B, attached hereto and incorporated herein. The event organizers place an emphasis on driver's skill and car performance; and performance is measured by time. All vehicles will be checked by Permittee for safety and adequately prepared for timed racing.

Event participants will race on a course set up on the Runway. The autocross-timed-racing course will be set up substantially as shown on Exhibit B, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The event will not involve producing, assembling, or selling any products onsite.

For the dates listed above for the automotive activities, up to 100 members of the Porsche Club of America will be at the Airport at any one time. Permittee staff will deliver and set up portable equipment on the Friday prior to the event from 12:00 p.m. to 6:00 p.m. The autocross course

will be set up on Saturday of the event, prior to racing activities. Autocross-timed-racing activities will occur between the hours of 7:00 a.m. and 5:00 p.m. Table 1 provides a summary of event activities by day and time.

TABLE 1. Activities Schedule

Day	Start	End	Event/Description	Maximum People Present
Friday	12:00 p.m.	6:00 p.m.	Deliver Portable Toilet	5
Saturday	7:00 a.m.	9:00 a.m.	Registration and Course Setup	100
	9:00 a.m.	9:30 a.m.	Drivers' Meeting and Course Walk-Through	100
	9:30 a.m.	4:00 p.m.	Autocross Event (Timed Runs)	100
	4:00 p.m.	5:00 p.m.	Loadout and Cleanup	25
Monday	8:00 a.m.	12:00 p.m.	Pickup Portable Toilet	2

Exhibit B shows the route participants will use to access the Runway, namely, accessing the facility through the gated entrance on Avenue 16 to avoid crossing the apron, taxiway, and Runway 12-30, the main runway. In its advertising and promotional materials, Permittee shall promote the commerce of the Airport, the City, and City facilities by promoting local businesses and working with the City to create promotional materials for the events if requested by the City.

TERM OF PERMIT:

The permit will take effect after approval by the City Council and execution by all parties. Specific event dates will be September 12, 2026; October 10, 2026; March 13, 2027; April 10, 2027; and May 8, 2027. Modification to event dates as stated herein due to unforeseen circumstances may only be made by mutual written consent between the City of Madera by its City Manager and Permittee.

FEE:

Permittee shall pay \$350.00 per event to the City of Madera at least one week in advance of that event and state the event date on the check. Payment must be submitted to:

City of Madera Finance Department
Attn: Miscellaneous Accounts Receivable
205 W. 4th Street
Madera, CA 93637

BUSINESS LICENSE:

No later than thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for, and receive a City of Madera Business License from the City's Finance Department.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants, and conditions, and the breach of any said terms, covenants, or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I. OPERATIONAL CONDITIONS

1. Permittee's non-aviation-related activities shall be confined to the areas of the Runway and Airport facilities designated by the City and shown in Exhibits A and B. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City by its City Manager. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.
2. Pre-and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on the Runway, representatives of Permittee and the City shall inspect the racing course prior to the racing day and following that inspection and after any remedial actions taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the racing courses "as is" with respect to all conditions which may then exist. The cost to the City to repair or replace any post-event damage, or to remove and clean any material or oil or gas spill remaining on the event site after the end of the event period as shown in Table 1 shall be assessed to Permittee at actual cost for labor, equipment, and materials. Such assessment will be presented to Permittee in writing, with payment due

within 15 calendar days from service of assessment. Failure to pay any assessments by the due date will immediately terminate this Permit. Permittee's use of the Airport must not affect access to, or the use of premises leased to the City's tenants at the Airport.

3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis, at least one week in advance if reasonably possible, by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that event both on- and off-site and who should be contacted in case of emergency. Prior to the first scheduled event under the Permit, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures when required by the City.
4. Permittee's non-aviation-related and other activities shall be conducted only between 6:00 a.m. and 6:00 p.m. The City will not provide staff on-site during this time other than as required in this permit for site inspection.
5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan, attached as Exhibit G and incorporated herein, should include but is not be limited to safety setbacks, crowd lines, and parking areas for visitors and participants.
6. Traffic entering or leaving the Runway and adjacent areas shall not cross Runway 12-30, but shall access the event site through the gate on Avenue 16 by following the route shown on Exhibit B. A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the Public Works Operations Director at least thirty (30) days before the Event.
7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Runway must be removed before 6:00 p.m. on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event. Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible, unless potable water is required for reasons of health or safety. If Permittee's activities on the site damage the runway due to a fuel spill or other reason and the runway softens or otherwise becomes degraded as a result, Permittee will be responsible for the cost of repairs to the Runway. If, in the sole determination of the City, the event site requires sweeping for rocks and small debris following an event as a result of Permittee's

activities, the City will notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping by Permittee must be completed no later than 5:00 p.m. on the day following autocross racing activities. If sweeping is not completed within the designated timeframe, the City will sweep the site and assess the applicable fee to Permittee. Any assessed sweeping fee will be presented in writing to Permittee and must be paid within 15 calendar days. Failure to pay assessed sweeping fees as prescribed will immediately terminate this Permit.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must be removed from the site and Airport no later than the day following the event. If City personnel are required to remove garbage or refuse from the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within 15 calendar days of receiving the written assessment from the City. Failure to pay assessed fees as prescribed will immediately terminate this Permit.
9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.
10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open-air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.
11. First aid kits and supplies shall be supplied by Permittee and be available on-site for the duration of the event period as shown in Table 1.
12. Any accident requiring medical attention must be reported to the City using the Incident Report, as shown on Exhibit F, attached hereto and incorporated herein, within 24 hours from the time of the incident. The report shall be emailed to the Public Works Operations Director and include a description of the occurrence, name and contact information for the injured party, names and contact information for witnesses, and disposition of the medical event.
13. Permittee acknowledges that it has received and will abide by the regulations set forth in the Airport Regulations in Title III, Chapter 6, of the Madera Municipal Code: https://codelibrary.amlegal.com/codes/madera/latest/madera_ca/0-0-0-924

14. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.
15. Parking for motor vehicles, including utility trucks, shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City Manager in writing. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the Public Works Operations Director.
16. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in Exhibit A.
17. To the extent applicable, Permittee shall comply with all FAA assurances as shown on Exhibit C, attached hereto and made a part hereof.
18. Permittee shall cooperate with the City in notifying pilots, users, and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.
19. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed at the conclusion of the event.
20. No person shall possess or consume any alcoholic beverage or drug that affects cognitive or motor abilities in or around any areas of the Runway when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or be under the influence of any alcoholic beverage or drug that affects cognitive or motor abilities in or around any areas where Permittee's activities are taking place.

II. RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INSURANCE, AND INDEMNIFICATION REQUIRED

Release and Waiver of Liability and Assumption of Risk Agreement. Each participant in motorized vehicle operation including, but not necessarily limited to, driving, autocross, and slalom exercises and any passenger shall, prior to such participation, sign a Release and Waiver of Liability and Assumption of Risk Agreement, a copy of which is attached hereto as Exhibit D, and a copy of every such executed Agreement shall be provided to the City at the conclusion of each day's event which involves operation of motor vehicles on the Airport. (Permittee shall use Exhibit D in not less than an 8 ½" by 14" format.)

Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth in Exhibit E Insurance Requirements, attached hereto and incorporated herein. If Permittee uses existing coverage to comply with these requirements and that coverage does not meet the

requirement set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so.

Cancellation. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee.

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

III. SUSPENSION OR TERMINATION

This Permit for non-aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the City Manager on behalf of the City. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the City, it will immediately cease and suspend all their activities on the Airport.

City agrees to cooperate with Permittee in their efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the City, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the City Manager.

If cancellation for convenience of the event is initiated by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed. The equitable charge for termination for Permittee's convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Madera County, the prevailing

party, in addition to other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorney for the prevailing party.

IV. NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE, NO LONG-TERM USE CONTEMPLATED BY THE PARTIES

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit shall not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

V. NOTICE

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set forth herein, or to such other address as either party may from time to time specify as its address for the receipt of notices. Notices given by an attorney shall be deemed to constitute notice from that party. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by email transmission in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier, (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) if by email, on the next business day after being sent, addressed as follows:

If to the City:

City of Madera
Attn: Public Works Operations Director
1030 South Gateway Drive
Madera, CA 93637
hgandhi@mader.gov

If to Permittee:

Porsche Club of America
Attn: Russell K. Weber, AutoX Coordinator, Sequoia Region PCA
PO Box 26293
Fresno, CA 93720
E-mail: rtweber@hotmail.com

VI. AUTHORITY

The individuals executing this Special Activity Permit on behalf of the City of Madera and Porsche Club of America represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

This is to notify requester, Porsche Club of America, that the above-described Special Activity Permit was approved by the City subject to execution below by Porsche Club of America.

Dated: September 2, 2026

Madera, California

CITY OF MADERA

BY: _____

Cecelia K. Gallegos, Mayor

PORSCHE CLUB OF AMERICA

BY: _____

Russell K. Weber, Sequoia Region PCA AutoX Coordinator

ATTEST:

BY: _____

Alicia Gonzales, City Clerk

SITE PLAN OF RUNWAY 8-26

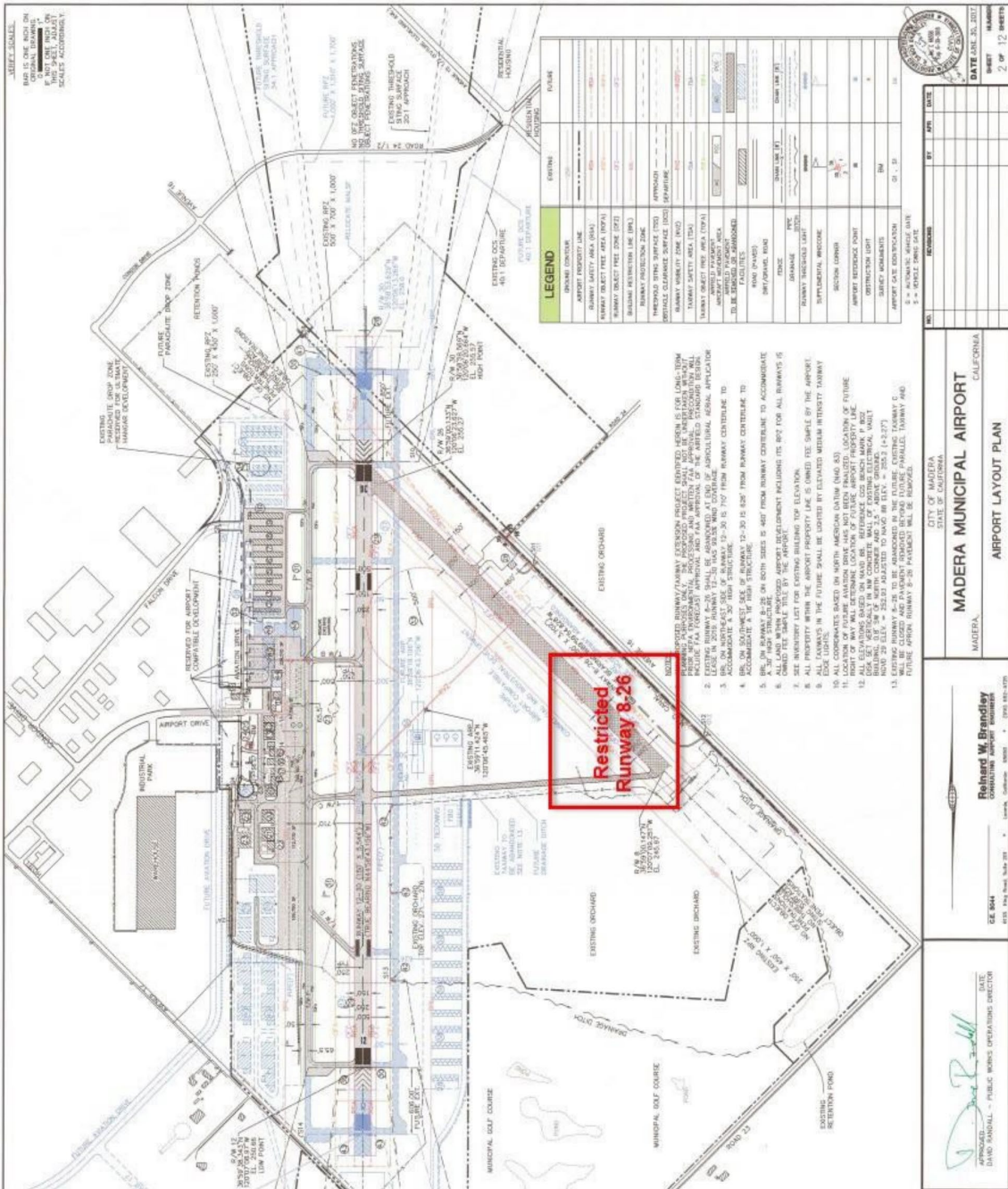


EXHIBIT B
ACCESS ROUTE TO EVENT LOCATION

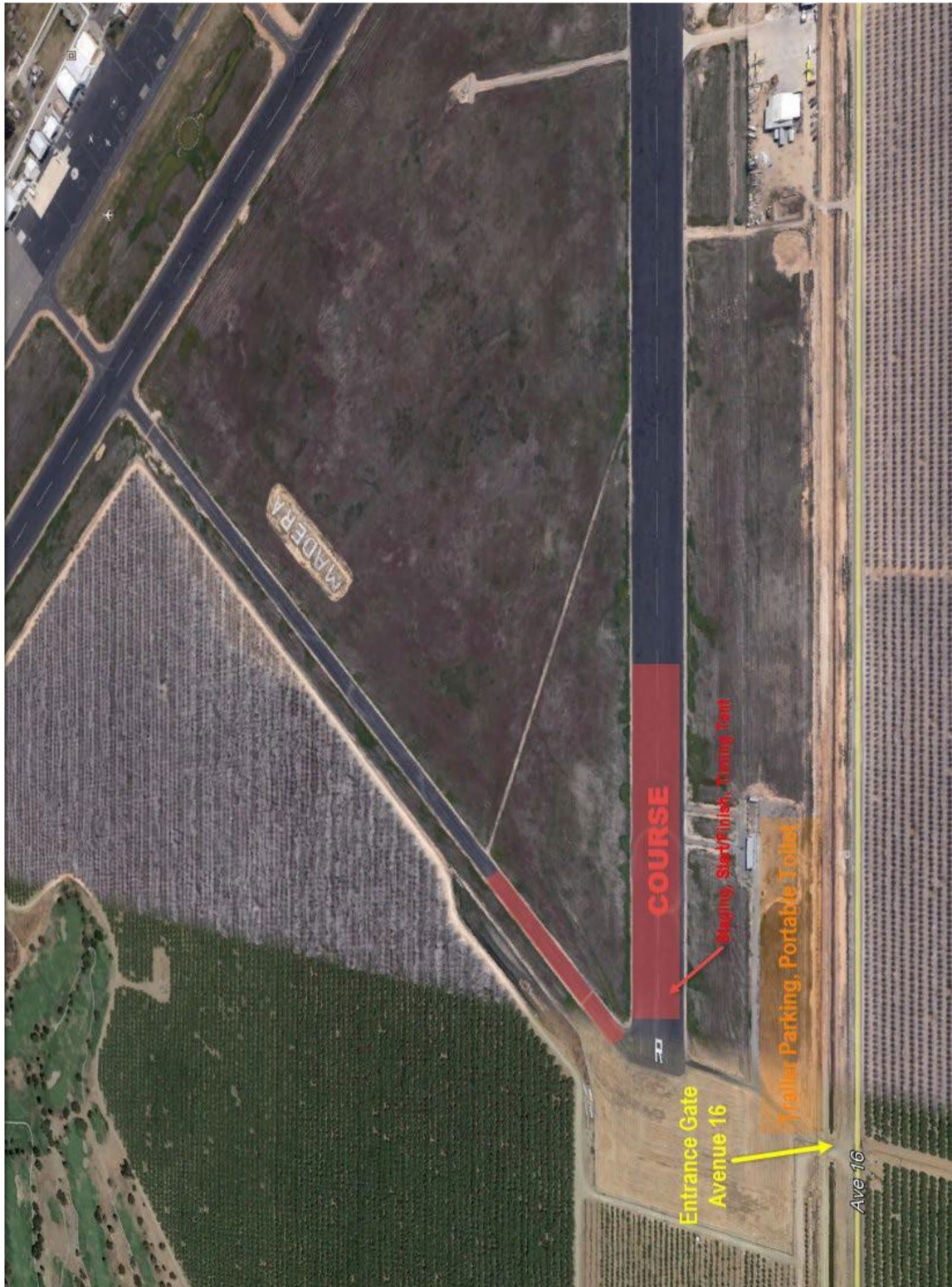


EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the City of Madera shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Madera shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Madera or the United States either or both said Governments shall have the right to judicially enforce Provisions.
6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.
7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they will similarly undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The City of Madera reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.
9. The City of Madera reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.
10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Madera and the United States, relative to the development, operation or maintenance of the airport.
11. There is hereby reserved to the City of Madera, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the

surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Madera Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.
13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.
14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.
17. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.
18. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with

the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

19. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
20. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT D
CITY OF MADERA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT

Date of Event:
Name of Event:
Event Contact Information
Event Coordinator's Name:
Event Coordinator's Address:
Event Coordinator's Phone Number:

The undersigned acknowledge voluntary participation in a Porsche Club of America sponsored event to be held on property owned by City of Madera. Such participation may include but not be limited to competing, driving a motor vehicle, spectating, officiating, observing, working, or participating in any way in the above event(s) or entering for any purpose any Restricted Area while attending said event (defined as any location or area within the Madera Municipal Airport used by or to access the Event), each of the undersigned, for himself or herself, his or her personal representatives, heirs, next-of-kin, or assigns:

1. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any such Restricted Area, and will continuously thereafter, inspect the Restricted Area which he or she enters, and he or she further agrees and warrants that, if at any time, he or she is in or about the Restricted Area and he or she feels anything to be unsafe, he or she will immediately advise officials of such and if necessary will leave the Restricted Area and refuse to participate further in the event(s).
2. Hereby releases, to the fullest extent permitted by law, waives, discharges and covenants not to sue, the City of Madera, the Porsche Club of America, the promoters; participant racing associations; sanctioning organizations, or any subdivision thereof; track operators; track owners; officials; competition vehicle owners; drivers; pit crews; rescue personnel; any persons in any Restricted Area; sponsors; advertisers; owners and lessees of premises used to conduct the Event(s); premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, employees, and

volunteers all for the purposes herein referred to as "Releasees," from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next-of-kin for all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event(s) whether caused by the negligence of the Releasees or otherwise.

3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's injury or death whether caused by the negligence of the releasees or otherwise, hereby assumes full responsibility for any risk, known and unknown, of bodily injury, permanent disability, arising out of or related to the event(s), including medical or hospital bills, death, or property damage arising out of or related to the event(s) whether caused by the negligence of Releasees or otherwise.
4. Hereby acknowledges that the activities of the event(s) involve risk, including potential serious injury and/or death and/or property damage. Such injury, death, or property damage may result from vehicle accidents caused by human error or machine error, or other causes unknown at this time, and may include broken bones, bruising, strains, sprains, disfigurement, loss of limb(s) or vital tissue or organs, burns, and abrasions. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
5. Hereby agrees that this release and waiver of liability, assumption of risk, and indemnity agreement extends to all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Hereby acknowledges and confirms that if this release is being executed on behalf of a minor child, the individual signing on behalf of the minor child is the legal parent or guardian for the minor child and has all authority and legal standing to execute legal documents on minor child's behalf. The undersigned further acknowledges and confirms that minor children will at all times be directly supervised and monitored by the legal parent or guardian while participating, observing, spectating, driving, working or any other purpose while at the Event. Any additional releases, waivers, indemnity agreements or the like executed on behalf of the minor child that may be required by Porsche Club of America for Event will also provide the same coverage to City of Madera as Porsche Club of America.

I have read this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

CAUTION
THIS IS A RELEASE OF LEGAL RIGHTS – READ & UNDERSTAND BEFORE SIGNING
ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE	SIGN NAME HERE	CAPACITY [driver, pit crew, spectator, etc.]	Signing for Minor?	Print Name and DOB of Minor, if applicable
1. _____	1. _____	1. _____	☐	1. _____
2. _____	2. _____	2. _____	☐	2. _____
3. _____	3. _____	3. _____	☐	3. _____
4. _____	4. _____	4. _____	☐	4. _____
5. _____	5. _____	5. _____	☐	5. _____
6. _____	6. _____	6. _____	☐	6. _____
7. _____	7. _____	7. _____	☐	7. _____
8. _____	8. _____	8. _____	☐	8. _____
9. _____	9. _____	9. _____	☐	9. _____
10. _____	10. _____	10. _____	☐	10. _____
11. _____	11. _____	11. _____	☐	11. _____
12. _____	12. _____	12. _____	☐	12. _____
13. _____	13. _____	13. _____	☐	13. _____
14. _____	14. _____	14. _____	☐	14. _____
15. _____	15. _____	15. _____	☐	15. _____
16. _____	16. _____	16. _____	☐	16. _____
17. _____	17. _____	17. _____	☐	17. _____
18. _____	18. _____	18. _____	☐	18. _____
19. _____	19. _____	19. _____	☐	19. _____
20. _____	20. _____	20. _____	☐	20. _____

Signature and Title of Witness

Address of Witness Date

Signature(s) witnessed

EXHIBIT E

Insurance Requirements for Porsche Club of America Special Event at the Madera Municipal Airport

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Sub Permittees and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Permittee shall maintain limits no less than:

\$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

Maintenance of Coverage

Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the activities hereunder by Permittee, his agents, representatives, employees, sub-Permittees or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or sub-Permittees.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in these requirements are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Permittee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Permittee.

Notice of Cancellation

Permittee agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible.

Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

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

EXHIBIT F
Incident Report

REPORTED BY: _____ DATE OF REPORT: _____

TITLE / ROLE: _____

INCIDENT INFORMATION

INCIDENT TYPE: _____ DATE OF INCIDENT: _____

LOCATION: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SPECIFIC AREA OF LOCATION (if applicable):

INCIDENT DESCRIPTION

NAME / ROLE / CONTACT OF PARTIES INVOLVED

1. _____

2. _____

3. _____

NAME / ROLE / CONTACT OF WITNESSES

1. _____

2. _____

3. _____

POLICE REPORT FILED? _____

PRECINCT: _____

REPORTING OFFICER: _____

PHONE: _____

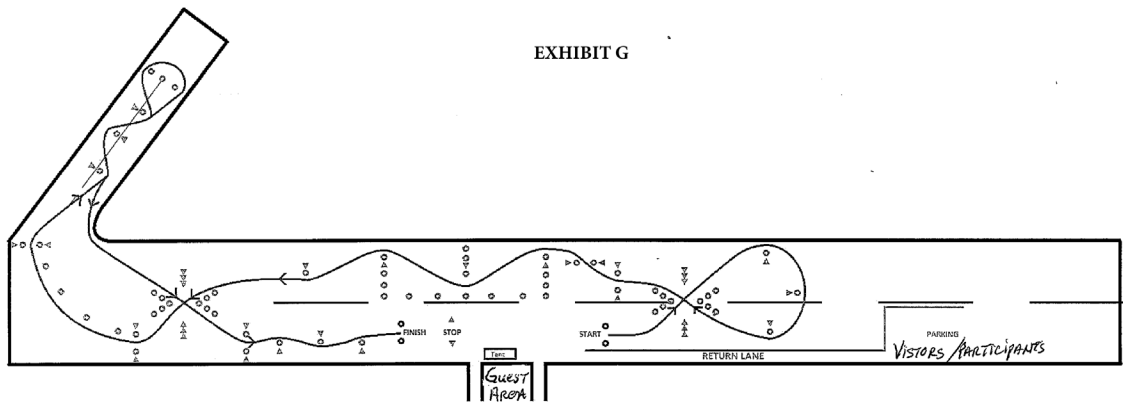
FOLLOW-UP ACTION

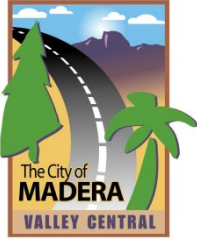
NAME OF PERSON WRITING REPORT: _____

SIGNATURE: _____

DATE: _____

EXHIBIT G





REPORT TO CITY COUNCIL

Approved by:

Harpjar Gandhi

Harpjar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting: September 2, 2026

Agenda Number: B-10

SUBJECT:

Budget Amendment for the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

RECOMMENDATION:

Adopt a Resolution approving a Budget Amendment for the Apron A2 and Hangar Taxilane Rehabilitation Project, appropriating \$2,478,005. This amount is comprised of \$2,275,567 in confirmed Federal Aviation Administration (FAA) and Caltrans Aeronautics grant funding and a \$202,438 local Airport Fund contribution

SUMMARY:

The City has received the following Federal Aviation Administration (FAA) grant offers for the rehabilitation of Apron A2 and the Hangar Taxilane at the Airport:

- *Airport Infrastructure Grant (AIG) Project No. 3-06-0144-038-2025 (Taxilane C1 Rehabilitation):* FAA share of \$851,508, at a 95 percent Federal participation rate. The grant was originally executed with a Maximum Obligation of \$587,500; following the City's reapplication for the balance of eligible AIG entitlement funding, the FAA increased the Maximum Obligation to \$851,508.
- *Airport Infrastructure Grant (AIG) Project No. 3-06-0144-035-2025 (Apron A2 Rehabilitation):* FAA share of \$323,492, at a 95 percent Federal participation rate.
- *Airport Improvement Program (AIP) Project No. 3-06-0144-037-2025 (Apron A2 and Taxilane Rehabilitation, Alternates 1 and 2):* FAA share of \$1,048,159, at a 95 percent Federal participation rate, matched with a \$52,408 Caltrans Aeronautics grant.

Together, these grants provide \$2,223,159 in FAA funding toward the Apron A2 and Hangar Taxilane Rehabilitation Project. On July 16, 2025, the City Council adopted Resolution No. 25-136,

ratifying the FAA grant applications. Later, on September 17, 2025, the City Council awarded the construction contract for the project to Terra West Construction, Inc. in the amount of \$2,199,805, contingent upon receipt of all FAA grant funding required to finance the project.

The project's required funding, including the FAA and Caltrans grant revenue described above, and the associated construction and contracted services, was not carried forward into the Fiscal Year (FY) 2026/27 Adopted Budget. Staff is therefore requesting a budget amendment, as detailed in Table 2, to appropriate this funding within the current fiscal year's budget so it is available and ready for use on the project.

DISCUSSION:

The Apron A2 and Hangar Taxilane Rehabilitation Project consists of removing the existing asphalt surface course and aggregate base course, recompacting the existing aggregate base course, placing new asphalt surface course, and installing new airfield markings on Apron A2 and the Taxilane serving the corporate hangars. The project is funded through a combination of three FAA grants, a Caltrans Aeronautics matching grant, and local Airport Fund contribution, as shown in Table 1 below.

Table 1 reflects grant funding amounts confirmed for each FAA grant. The AIG Taxilane grant (Project No. 3-06-0144-038-2025) was originally executed with a Maximum Obligation of \$587,500, which funded the Base Bid construction only, as the City's initial 2025 AIG entitlement funding was not sufficient to cover the full \$1,175,000 requested in the original application. Consistent with the funding strategy described at the time of the original application, the City reapplied to the FAA for the remaining eligible AIG entitlement funding for this project. The FAA subsequently increased the grant's Maximum Obligation to \$851,508. The table below reflects this increased, current grant amount, with the corresponding local funding share adjusted accordingly.

Table 1: Project Budget (in US \$)				
Grant	Approved FAA Grant	Caltrans Match)	City Funding	Total Project Cost
AIG Taxilane Grant (#3-06-0144-038-2025)	851,508	-	44,816	896,324
AIG Apron Grant (#3-06-0144-035-2025)	323,492	-	154,864	478,356
AIP Apron/Taxilane Grant (#3-06-0144-037-2025)	1,048,159	52,408	2,758	1,103,325
Total Project	2,223,159	52,408	202,438	2,478,005

FINANCIAL IMPACT:

The Apron A2 and Hangar Taxilane Rehabilitation Project's total estimated cost is \$2,478,005, funded through the three FAA grants described above (\$2,223,159), a Caltrans Aeronautics matching grant (\$52,408), and the required local Airport Fund contribution (\$202,438). Because this funding was not carried forward into the FY 2026/27 Adopted Budget, a budget amendment is required to appropriate the revenues and expenditures shown in Table 2.

Table 2: Budget Amendment Calculations (in US \$)		
Funding Source	Required Funding	Change to Budget
Grant/Capital Grant (Object 4450)	2,223,159	2,223,159
Caltrans Aeronautic Grant (Object 4419)	52,408	52,408
Airport Fund (Object 4900)	202,438	202,438
Total Revenues	2,478,005	2,478,005
Construction/Infrastructure (Object 7050)	2,478,005	2,478,005
Total Appropriations	2,478,005	2,478,005

ALTERNATIVES:

- Approve the budget amendment as recommended, appropriating the confirmed grant revenue and associated project appropriations shown in Table 2.
- Defer action on the budget amendment. This option is not recommended, as it would delay availability of funding needed to finance the Apron A2 and Hangar Taxilane Rehabilitation Project, which is already under contract with Terra West Construction, Inc.
- At Council's discretion, request additional information or clarification on the grant funding sources or appropriations before acting on the budget amendment.

ATTACHMENT:

1. Resolution

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING THE CITY'S FY 2026/27 ADOPTED BUDGET,
APPROPRIATING FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT
INFRASTRUCTURE GRANT AND AIRPORT IMPROVEMENT PROGRAM
FUNDS, AND ASSOCIATED CALTRANS AERONAUTICS GRANT FUNDS, FOR
THE APRON A2 AND HANGAR TAXILANE REHABILITATION PROJECT**

WHEREAS, the City Council previously adopted the City's Budget for the 2026/27 Fiscal Year; and

WHEREAS, on July 16, 2025, the City Council adopted Resolution No. 25-136, ratifying the Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) and Airport Improvement Program (AIP) grant applications for the Apron A2 and Hangar Taxilane Rehabilitation Project at the Madera Municipal Airport, and authorizing the City Manager to execute all documentation necessary to accept the grant agreements and any amendments thereto on behalf of the City; and

WHEREAS, the FAA has confirmed three grant awards for the project: AIG Project No. 3-06-0144-038-2025 (Taxilane C1 Rehabilitation) in the amount of \$851,508.00; AIG Project No. 3-06-0144-035-2025 (Apron A2 Rehabilitation) in the amount of \$323,492.00; and AIP Project No. 3-06-0144-037-2025 (Apron A2 and Taxilane Rehabilitation, Alternates 1 and 2) in the amount of \$1,048,159.00, matched with a \$52,408.00 Caltrans Aeronautics grant, together providing \$2,275,567.00 in confirmed FAA and Caltrans Aeronautics grant revenue toward the project; and

WHEREAS, on September 17, 2025, the City Council awarded the construction contract for the Apron A2 and Hangar Taxilane Rehabilitation Project to Terra West Construction, Inc. in the amount of \$2,199,805.00, contingent upon receipt of all FAA grant funding required to finance the project; and

WHEREAS, completion of the project also requires a local Airport Fund contribution of \$202,438.00, for total project funding of \$2,478,005.00; and

WHEREAS, the grant revenue and local Airport Fund contribution described above, together with the associated construction appropriations totaling \$2,478,005.00, was not carried forward into the Fiscal Year 2026/27 Adopted Budget; and

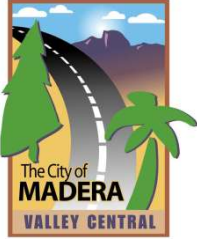
WHEREAS, an amendment to the City's Adopted Budget for the 2026/27 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to appropriate this funding so that it is available and ready for use on the project.

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 the budget change identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

EXHIBIT A
CITY OF MADERA
Budget Appropriations: Res. 26-_____
Budget Amendment for Fiscal Year 2026/27

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>Revenues</u>					
Airport Fund	20503510	4450	Grant/Capital Grant Revenue		2,223,159
Airport Fund	20503510	4419	Caltrans Aeronautic Grant Revenue		52,408
Airport Fund	20503510	4900	Budgetary Carryover		202,438
Total Revenues					2,478,005
<u>Appropriations</u>					
Airport Fund	20503510	7050	Construction/Infrastructure	2,478,005	
Total Appropriations				2,478,005	



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: September 2, 2026

Agenda Number: D-1

SUBJECT:

Project Status Update and Reimbursement Agreement with Union Pacific Railroad Company for the Rail Corridor Improvement Study

RECOMMENDATION:

Adopt a Resolution approving a Reimbursement Agreement with the Union Pacific Railroad Company

SUMMARY:

The City received a Railroad Crossing Elimination grant to study potential improvements at seven railroad grade crossings along the Union Pacific Railroad (UPRR) corridor. UPRR requires an executed reimbursement agreement before it participates in that work.

DISCUSSION:

On June 17, 2026, the City Council approved a contract with HNTB Corporation (Consultant) for the City of Madera Rail Corridor Improvement Study Project, which will examine seven grade crossings along the UPRR rail corridor (Study). The crossings and types of improvements to be studied are listed below in Table 1.

Table 1: Rail Crossings and Study to be Performed	
Crossing	Improvement to be Studied
Cleveland Avenue	Grade Separation
Central Avenue	Safety Enhancements
3 rd Street	Safety Enhancements
4 th Street	Safety Enhancements
Yosemite Avenue	Grade Separation
6 th Street	Safety Enhancements
9 th Street	Safety Enhancements

Project Status and Upcoming Public Engagement

Staff have met several times to discuss possible conceptual designs and to refine a list of future components that are critical for eventual inclusion, as well as to determine items that are considered a “no go”. Once complete, this feedback will be passed on to the project consultant, HNTB Corporation, for inclusion into future design concepts.

It is important to keep in mind that this project is a feasibility study, its sole purpose is to develop potential designs for future construction. While these conceptual designs will be produced now, the actual construction will not occur until sometime well into the future, the date of which would be dependent upon obtaining the required funding.

Any of the resulting conceptual designs will be presented to Council. This will allow Council to provide feedback or suggestions, if desired, for possible inclusion in the conceptual plans. In the near term, the Consultant hopes to conduct public outreach at both the Old Timer’s Parade and the Pomegranate Festival, pending availability of booth space. Future public outreach opportunities for this phase of the project will be evaluated based on timing and availability at the event. At these events, residents would be given the opportunity to see the overall project area being studied, as well as the opportunity to detail any specific concerns they have with the UPRR corridor.

UPRR Reimbursement Agreement

As a primary stakeholder, UPRR will collaborate with City on the conceptual plans and development of the Project. UPRR, along with California Public Utilities Commission (CPUC) holds final approval authority for any future improvements, regardless of that construction being built over, or under, their right-of-way. A required step in this process is execution of a reimbursement agreement which allows UPRR to recover their costs for preliminary engineering services associated with the Study. These services may include, but are not limited to:

- Field diagnostic(s) and inspections
- Review of construction documents (Plans, specifications, etc.)
- Project design
- Preparation of project estimate(s) for force accounts or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

The Agreement currently has an estimated cost of \$50,000; actual reimbursement may be lower, or higher, depending on UPRR's level of effort.

FINANCIAL IMPACT:

There will be no impact on the City's General Fund. Costs associated with the reimbursement agreement will be paid for with Local Transportation Funds (LTF). LTF funds are included in this

project as a 20% match, totaling \$400,000, to the Federal Railroad Administration's (FRA) grant of \$1,600,000. The FRA grant is a Federal grant that is intended to provide funding for highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods.

ALTERNATIVES:

Council may reject the Agreement or direct changes. Without it, UPRR will not participate in the study, increasing the risk that the resulting concepts are not acceptable to the railroad.

ATTACHMENTS:

1. Project Area of Study Map
2. Council Resolution
 - a. Exhibit A – Reimbursement Agreement

ATTACHMENT 1

Project Area of Study Map



ATTACHMENT 2

Council Resolution

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC
RAILROAD COMPANY AND THE CITY OF MADERA FOR THE CITY OF
MADERA RAIL CORRIDOR IMPROVEMENT STUDY PROJECT**

WHEREAS, the City received a Railroad Crossing Elimination grant on January 26, 2026;
and

WHEREAS, on June 17, 2026, the City Council of the City of Madera approved an agreement with HNTB to provide engineering services for the Rail Corridor Improvement Study Project (the Project); and

WHEREAS, a Reimbursement Agreement has been prepared by the Union Pacific Railroad Company that specifies the terms of their participation in the Study; and

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

1. The above recitals are true and correct.
2. The Reimbursement Agreement described above and attached hereto as Exhibit A is necessary for the carrying out of the Project and is hereby approved.
3. The City Engineer is authorized to sign the Agreement on behalf of the City.
4. This resolution is effective immediately.

Exhibit A

Reimbursement Agreement

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$50,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and the CITY OF MADERA, CALIFORNIA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad. Approval of any design submittal shall not be construed as consent to the acquisition (or conveyance) of any property interest, nor shall it be interpreted as a representation that any such acquisition (or conveyance) would be compatible with or non-interfering with Union Pacific's current and future railroad operations.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF MADERA, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Amber Stoffels

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A

Project Description and Location

Project Description

The City of Madera, California, proposes to review potential grade separation solutions and improvements near the locations referenced below.

Location

Fresno Subdivision

DOT	Crossing Type	Milepost	Street Name
760982W	Public	182.631	CLEVELAND AVENUE
760981P	Public	183.32	CENTRAL AVENUE
760980H	Public	183.576	3RD STREET
760979N	Public	183.653	4TH STREET
760978G	Public	183.82	YOSEMITE AVENUE
760977A	Public	183.9	6TH STREET
760975L	Public	184.16	E 9TH STREET

Exhibit B

Scope of Project Services

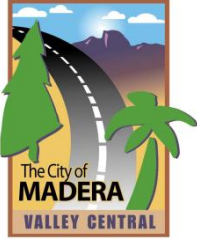
Scope of work may include, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

Exhibit C

Billing Contact Information

Name	Nicole Say
Title	Administrative Analyst
Address	205 West 4th Street, Madera, CA 93637
Work Phone	+1 559-661-3688
Cell Phone	
Email	nsay@madera.gov
Agency Project No.	



REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting: September 2, 2026

Agenda Number: D-2

SUBJECT:

Central Valley Salinity Coalition (CVSC) Agreement for Participation in the Prioritization and Optimization Study for the Alternative Salinity Permitting Approach

RECOMMENDATION:

Adopt a Resolution approving entering the Agreement for Permittees Selecting Participation in the Prioritization and Optimization Study for Alternative Salinity Permitting Approach with the Central Valley Salinity Coalition

SUMMARY:

In 2018, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted amendments to the Water Quality Control Plans that established a Central Valley-wide Salt Control Program applicable to discharges of salt to surface and ground waters within the Sacramento-San Joaquin River Basins and the Tulare Lake Basin. The Salt Control Program, as applicable to groundwater, became effective on or about January 15, 2020, with the surface water components becoming effective on or about November 12, 2020, following approval by the United States Environmental Protection Agency.

The City received a Notice to Comply for the Salt Control Program on January 5, 2021 (CV-SALTS ID: 2672). On August 8, 2022, the Central Valley Water Board received a Notice of Intent for the City's Wastewater Treatment Plan (WWTP), by which the City elected to participate in the Prioritization and Optimization Study (P&O Study), the Phase I component of the Salt Control Program's Alternative Salinity Permitting Approach, rather than defaulting to the Conservative Salinity Permitting Approach. Waste Discharge Requirements Order R5-2022-0074 reflects this election and, in the interim, requires the City to continue efforts to control salinity in its discharge to the extent feasible and sets a Salinity Action Level of 500 mg/L for TDS for the discharge of wastewater to the evaporation/percolation ponds.

To formally implement the City's participation in the Alternative Salinity Permitting Approach, the City must enter into an agreement with the Central Valley Salinity Coalition (CVSC), the nonprofit entity that has agreed to serve as the lead entity administering the P&O Study Work Plan. Unlike the City's prior agreement with the Valley Water Collaborative, the CVSC does not allocate costs based on a fixed basin budget or industry sector; instead, CVSC calculates each participant's annual fee through an online payment portal keyed to the participant's CV-SALTS ID, facility category, and number of ponds.

In an effort to avoid delays in the City's continued participation in the Alternative Salinity Permitting Approach, staff executed the Agreement with the CVSC on May 15, 2025, ahead of formal Council authorization. Unlike the City's agreement with the Valley Water Collaborative, the CVSC Agreement is a standard-form document accepted by checking a box and signing on behalf of the Participant; it does not require a separate counter-signature by the CVSC.

The terms of the Agreement are consistent with the City's prior election to participate in the P&O Study and align with the City's obligations under Waste Discharge Requirements Order R5-2022-0074. The specific annual fee amount is addressed further under Financial Structure and Financial Impact, below.

Staff respectfully request that the City Council ratify the Agreement as executed, affirming the City's commitments set forth in the Agreement and formalizing the Council's authorization in accordance with standard City procedures.

DISCUSSION:

On May 31, 2018, the Central Valley Water Board adopted amendments incorporating a Central Valley-wide Salt and Nitrate Control Program. The salt-related amendments were approved by the State Water Resources Control Board on October 16, 2019, and by the Office of Administrative Law on January 15, 2020, with the groundwater components becoming effective on or about that date. The surface water components became effective on or about November 12, 2020, following approval by the United States Environmental Protection Agency. The Salt Control Program applies to all surface and ground water discharges containing salt within the Sacramento-San Joaquin River Basins and the Tulare Lake Basin.

Salt concentrations in Central Valley surface and ground waters have generally continued to increase over time despite existing water quality management programs and strategies. Because existing salt management options are unlikely to change the overall volume and mass of salt in areas with significant salt concerns, the Central Valley Water Board found that a comprehensive, long-term solution will require both local and sub-regional actions as well as broad, region-wide projects to export salt out of the Central Valley. Additional studies are needed to define the range of solutions that may be deployed within each Central Valley hydrologic region. Accordingly, the Central Valley Water Board is implementing a phased Salt Control Program, of which Phase I consists of the P&O Study to facilitate development of a long-term Salt Control Program.

Compliance Pathways

Under the Basin Plan Amendments, permitted dischargers of salt must comply with the Salt Control Program upon receiving a Notice to Comply. For Phase I, the Central Valley Water Board adopted two compliance pathways: (1) the Conservative Salinity Permitting Approach, which applies by default to all permitted dischargers, and (2) the Alternative Salinity Permitting Approach, which a permittee may elect within six months of receiving a Notice to Comply.

Permittees electing the Alternative Salinity Permitting Approach must agree to participate collectively in the P&O Study with other permittees, the Central Valley Water Board, and other stakeholders, including providing the minimum required level of financial support. The CVSC has agreed to serve as the lead entity overseeing development and implementation of the approved P&O Study Work Plan, which is anticipated to take 10 to 15 years to complete.

The City received its Notice to Comply for the Salt Control Program on January 5, 2021, and elected to participate in the P&O Study, as reflected in the Notice of Intent the Central Valley Water Board received for the Facility on August 8, 2022, and as further documented in Waste Discharge Requirements Order R5-2022-0074. Central to formally implementing that election is entering into an agreement with the CVSC. The CVSC is a California nonprofit mutual benefit corporation that has voluntarily agreed to administer the P&O Study; it is not a regulatory entity, and compliance with the terms of the Salt Control Program is ultimately determined by the Central Valley Water Board, not the CVSC or other participants to the Agreement.

Participation in the P&O Study and execution of the Agreement do not constitute an admission of current or historic liability or fault with respect to salt pollution or contamination in surface or ground water that may exist within the Central Valley.

Financial Structure

Costs for the P&O Study are shared among all participants based on a cost allocation mechanism established by the CVSC, which is evaluated annually and may be revised no more frequently than annually as costs and the number of participants change. In establishing the cost allocation mechanism, the CVSC may consider factors including salinity levels in the discharge, volume of the discharge, total salinity load or impacts, local conditions, and administrative efficiencies in the collection of cost allocations by trade or industry-based organizations.

Unlike the Valley Water Collaborative, which allocates costs based on a basin-wide operating budget divided among industry sectors, the CVSC calculates each participant's annual invoice through an online fee portal tied to the participant's CV-SALTS ID, assigned facility category, and number of evaporation/percolation ponds. The portal generates separate line-item charges for the annual P&O Study fee, the Surveillance and Monitoring Program (SAMP) fee, and a base administrative fee. Payments made after August 31 of the program year are subject to a 15 percent late fee, with late payments accepted through October 31 before participation is considered lapsed and a reinstatement fee applies.

As of the date of this report, staff has not yet obtained the City's current invoiced amount from CVSC. Staff is working directly with CVSC, using the City's CV-SALTS ID (2672), to confirm the City's assigned category, applicable pond count, and current annual fee, and will provide that figure to Council prior to or at the time this item is considered. Contributions provided to the CVSC may be used only for preparing and implementing the P&O Study Work Plan and SAMP Work Plan/QAPP and reasonable administrative costs associated with the CVSC's administration of those programs.

The Agreement pertains only to Phase I of the Salt Control Program and the Phase I Alternative Salinity Permitting Approach. Funding approaches for implementing Phases II and III (project development and final implementation of large-scale capital improvement projects, respectively) may be addressed in the P&O Study; however, nothing in the Agreement commits the City to fund Phase II or Phase III actions.

FINANCIAL IMPACT:

Appropriations are included in the FY 2026/27 budget in the amount of \$5,000 from the Sewer Fund. Last year's fee totaled \$11,778.99. Approval of this Agreement will have no impact on the General Fund.

ALTERNATIVES:

The City Council may reconsider the proposed Agreement and direct staff to instead comply with the Salt Control Program through the Conservative Salinity Permitting Approach. Staff notes that the Conservative Salinity Permitting Approach does not offer the additional compliance time and collective cost-sharing benefits available under the Alternative Salinity Permitting Approach, and that the City has already elected to participate in the P&O Study as reflected in its 2022 Notice of Intent and Order R5-2022-0074.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Agreement for Permittees Selecting Participation in the Prioritization and Optimization Study for Alternative Salinity Permitting Approach

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING ENTERING THE CENTRAL VALLEY SALINITY
COALITION AGREEMENT FOR PERMITTEES SELECTING PARTICIPATION IN
THE PRIORITIZATION AND OPTIMIZATION STUDY FOR ALTERNATIVE
SALINITY PERMITTING APPROACH**

WHEREAS, in 2018 the Central Valley Regional Water Quality Control Board adopted amendments to the Water Quality Control Plans establishing a Central Valley-wide Salt and Nitrate Control Program applicable to, among other things, discharges of salt to surface and ground waters; and

WHEREAS, the Salt Control Program requires dischargers that receive a Notice to Comply to either comply through the Conservative Salinity Permitting Approach or elect, within six months, to comply through the Phase I Alternative Salinity Permitting Approach by participating collectively in the Prioritization and Optimization Study (P&O Study); and

WHEREAS, the City received a Notice to Comply for the Salt Control Program on January 5, 2021 (CV-SALTS ID: 2672); and

WHEREAS, on August 8, 2022, the Central Valley Regional Water Quality Control Board received a Notice of Intent for the Facility reflecting the City's election to participate in the P&O Study, consistent with Waste Discharge Requirements Order R5-2022-0074; and

WHEREAS, the Central Valley Salinity Coalition (CVSC), a California nonprofit mutual benefit corporation, has agreed to serve as the lead entity administering development and implementation of the P&O Study Work Plan; and

WHEREAS, entry into an Agreement with the CVSC is necessary to formally implement the City's participation in the Phase I Alternative Salinity Permitting Approach; and

WHEREAS, staff has conducted due diligence including coordination with other participating agencies and discussions with the CVSC; and

WHEREAS, staff executed the Agreement with the CVSC on May 15, 2025, in advance of formal Council authorization, and the City Council now wishes to ratify the Agreement as executed, consistent with the City's prior election to participate in the P&O Study; and

WHEREAS, funding for the annual voluntary contribution is included in the adopted budget and will be paid from the Sewer Fund.

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement for Permittees Selecting Participation in the Prioritization and Optimization Study for Alternative Salinity Permitting Approach with the Central Valley Salinity Coalition, attached as Exhibit 1 and incorporated herein.
3. The City Manager, or designee, is authorized to issue a purchase order and take all actions necessary to remit the City's annual financial contribution in accordance with the Agreement.
4. The resolution is effective immediately upon adoption.

* * * * *

[Signatures continue the following page. City Clerk will insert signature page]

AGREEMENT FOR PERMITTEES PARTICIPATING IN CV-SALTS SALT AND NITRATE CONTROL PROGRAM

This Agreement is entered into by and between the CENTRAL VALLEY SALINITY COALITION, a California nonprofit mutual benefit corporation (hereafter "CVSC") and the City of Madera (referred to individually or collectively as Party or Parties).

RECITALS

1. On May 31, 2018, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted Amendments to the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin to Incorporate a Central Valley-Wide Salt and Nitrate Control Program (SNCP) [Basin Plan Amendments]. The Basin Plan Amendments were approved by the State Water Resources Control Board (State Water Board) on October 16, 2019, and the Office of Administrative Law on January 15, 2020. Parts of the Basin Plan Amendments became effective upon Office of Administrative Law approval. Other parts became effective after receiving approval from the United States Environmental Protection Agency (USEPA) on November 12, 2020.
2. The Basin Plan Amendments include the Program to Control and Permit Salt Discharges to Surface and Groundwater (Salt Control Program) and Nitrate Discharges to Groundwater (Nitrate Control Program). The Salt and Nitrate Control Program as applicable to Groundwater became effective on or about January 15, 2020, and surface water components became effective on or about November 12, 2020, after approval by USEPA.
3. The Salt Control Program is a program for the control and permitting of discharges containing salt in the Sacramento-San Joaquin River Basins and the Tulare Lake Basin and applies to all surface and ground waters.
4. Salt concentrations in surface and ground waters generally continue to increase over time despite existing water quality management programs and strategies to control salt. Based on supporting studies, existing salt management options in areas with significant salt concerns would unlikely change the volume and mass of salt. To address such concerns, the Central Valley Water Board found that a comprehensive solution to salinity issues in the Central Valley will need to rely on both local and sub-regional solutions as well as broad region-wide projects to export salt out of the Central Valley. Additional studies are needed to further define the range of solutions for surface and ground waters that may be deployed within each Central Valley hydrologic region to prevent continued impacts to salt sensitive areas in the Central Valley.
5. Given the need for these studies, the Central Valley Water Board will implement a phased Salt Control Program. Phase I consists of the Prioritization and Optimization Study (P&O Study), which will facilitate the development of a long-term Salt Control Program to achieve the Central Valley Water Board's goals for salinity management for the Central Valley.
6. Under the provisions of the Basin Plan Amendments adopted by the Central Valley Water Board, all permitted salt discharges shall comply with the provisions of the Salt Control Program upon receiving a Notice to Comply from the Central Valley Water Board. For Phase I of the Salt Control Program, the Central Valley Water Board adopted two compliance pathways for permitted dischargers of salt: 1) Conservative Salinity Permitting Approach, and 2) Alternative Salinity Permitting Approach. The

Conservative Salinity Permitting Approach applies to all permitted dischargers unless the permittee elects to participate in the Phase I Alternative Salinity Permitting Approach. Permittees have six (6) months from receiving a Notice to Comply to elect to participate in the Phase I Alternative Salinity Permitting Approach.

7. Permittees electing to participate in the Phase I Alternative Salinity Permitting Approach must agree to participate collectively in the P&O Study with other permittees, the Central Valley Water Board, and other stakeholders, including providing the minimum required level of financial support.

8. The CVSC has agreed to be the lead entity for overseeing P&O Study Work Plan development as well as implementing the approved P&O Study Work Plan, which is anticipated to take ten (10) to fifteen (15) years.

9. Upon approval of certain provisions of the Basin Plan Amendments by the USEPA, the Central Valley Water Board sent Notices to Comply to permittees and irrigated agricultural lands coalition groups that discharge salt to surface or groundwater in the Central Valley Region's jurisdictional area.

10. Upon receiving the Notice to Comply, permittees had six (6) months to elect to participate in the Phase I Alternative Salinity Permitting Approach or be subject to the Conservative Salinity Permitting Approach.

11. Permittees that elect to participate in the Alternative Salinity Permitting Approach must register their intent to participate with the CVSC and provide payment for their identified level of financial support.

The Surveillance and Monitoring Program

12. To support the overall SNCP, the Basin Plan amendments require the development and implementation of a Surveillance and Monitoring Program (SAMP) for surface waters and groundwater that applies to both the Salt and Nitrate Control Programs.

13. The SNCP requires all permittees that discharge salt or nitrate in the Central Valley Region to participate in the SNCP SAMP.

14. As part of its role as the lead entity, the CVSC will collect fees from Central Valley Region permittees required to fund the implementation of the approved SAMP Workplan/Quality Assurance Project Plan (QAPP). The fee structure and the timing of fee collection will be sufficient to fund the implementation of the SAMP Workplan, including preparation of all deliverables for submittal to the Central Valley Water Board.

TERMS OF AGREEMENT

1. Participant has either received a Notice to Comply or has members that have received a Notice to Comply with the Salt Control Program. Participant (or the Participant on behalf of its members) has elected to comply through the Phase I Alternative Salinity Permitting Approach.

2. Participant understands that electing to comply through the Phase I Alternative Salinity Permitting Approach is not mandatory and that Participant is electing this option on their own free will.

3. Participant understands that CVSC is not a regulatory entity but rather is a non-profit organization that has voluntarily agreed to administer the P&O Study, which is an essential component of the Phase I Alternative Salinity Permitting Approach.

4. Nitrate dischargers selecting Pathway A (Individual Permitting Approach) or Pathway B (Management Zone Permitting Approach) are required to participate in the SAMP.

5. By electing to comply with salinity requirements through the Salt Control Program for the Phase I Alternative Salinity Permitting Approach, and/or in order to fulfill its obligations under the SAMP Workplan/QAPP implementation, Participant agrees to the following:

5a. Participant will provide timely annual payments to the CVSC at the identified level of financial support that applies to the Participant including any fees or charges; and,

5b. Participant will cooperate with the CVSC by providing permittee information, readily available data and information as requested pertaining to salt and nitrate discharges, or other readily available information necessary for implementation of the P&O Study Work Plan and SAMP Workplan/QAPP. Such data shall be provided in an appropriate format as requested by the CVSC, to the extent that the Participant can reasonably and feasibly provide the requested data and information in the format requested.

5c. If the Participant represents multiple permittees, is an entity or community that holds multiple permits, or is a third party that provides for General Order compliance through membership in the third party (e.g., Irrigated Lands Coalitions), the Participant is committing to the following:

5c-i. Providing P&O Study and SAMP information to its members and collecting the information in 5.b. above, as applicable from its members to ensure efficient information collection.

5c-ii. Collecting funds or paying directly for the individual members or the collective Participant. In the event that the Participant is collecting funds from multiple permittees, the Participant needs to provide the CV-SALTS ID and other identifying and contact information for each permittee as needed by CVSC or the Central Valley Water Board to document P&O Study and SAMP participation.

5c-iii. Cooperating with CVSC and the Central Valley Water Board on any issues relating to permittees and/or members being covered by the Participant's enrollment.

5c-iv. Further, by signing this agreement, if the Participant represents multiple permittees, is an entity or community that holds multiple permits, or is a third party that provides for General Order compliance through membership in the third party (e.g., Irrigated Lands Coalitions), Participant hereby represents to the CVSC that the Participant has all appropriate authority to represent the identified group of permittees, or members of Participant's organization and the CVSC may rely on this representation.

6. The CVSC agrees to develop timely deliverables as related to development and implementation of the P&O Study Work Plan, including but not limited to, annual progress reports, Interim Project Reports, long-term governance and funding plans, recommendations for amendments to the Water Quality Control Plans for Phase II of the Salt Control Program, and a Final Phase I Project Report. As it relates to the SAMP, deliverables include, but are not limited to, SAMP 5-Year Assessment Reports for groundwater and surface water, with the first SAMP report due in 2031 and focusing on groundwater.

7. Participant understands that costs for the P&O Study and SAMP are shared among all Participants based on a cost allocation mechanism set forth by the CVSC.

8. Participant understands that costs for the P&O Study and SAMP and the number of participants may change and costs will be evaluated annually and that the cost allocation may change no more frequently than annually.

9. Participant understands that failure to make timely payments may result in an additional assessment or penalty in accordance with CVSC adopted policies, which may be revised from time to time. All current policies are posted on the CVSC website at: www.cvsalinity.org/cvsc.

10. The CVSC agrees to evaluate costs annually and will work in good faith to put forward a cost allocation mechanism that is reasonable and administratively implementable.

11. The CVSC may consider the following factors when establishing the cost allocation mechanism: salinity and nitrate levels in the discharge, the volume of the discharge, total load or impacts, local conditions, administrative efficiencies in the collection of cost allocations by trade or industry-based organizations, and other factors determined appropriate.

12. The CVSC agrees that contributions provided by Participant to CVSC are to be used only for the purpose of preparing and implementing the P&O Study Work Plan and SAMP Workplan/QAPP and reasonable administrative costs associated with administering the P&O Study and SAMP by CVSC.

13. The CVSC agrees to seek alternative funding sources for implementation of all or parts of the P&O Study Work Plan and SAMP Workplan/QAPP, if determined appropriate. However, the Participant understands that the permittee participants electing the Phase I Alternative Salinity Permitting Approach are ultimately responsible for funding the development and implementation of all or parts of the P&O Study Work Plan.

14. Participant understands that this agreement pertains only to Phase I of the Salt Control Program and the Phase I Alternative Salinity Permitting Approach. Funding approaches for implementing Phases II and III may be addressed in the P&O Study; however, nothing in this agreement commits Participant to fund Phase II or Phase III actions. Phase II consists of project development and identification of funding for capital improvement projects, and Phase III consists of the final implementation of large-scale capital projects.

15. The Participant understands that compliance with the terms of the Salt and Nitrate Control Program is ultimately determined by the Central Valley Water Board and not CVSC or other participants to this agreement.

16. The Participant is free to withdraw from this agreement at any time upon giving a minimum of 30 days express written notification to the CVSC. Any annual contributions paid to the CVSC for the current year by a withdrawing Participant shall not be reimbursable by CVSC to the withdrawing Participant.

17. Prior to withdrawing from this agreement, the Participant should consult with the Central Valley Water Board regarding its options for complying with the Conservative Salinity Permitting Approach.

18. In the event that the Participant does not fulfill its obligations under paragraph 5 of this agreement, the CVSC is obligated to notify the Central Valley Water Board of the Participant's failure to meet its commitment for continued participation in the P&O Study and SAMP implementation.

19. Participant understands that the terms of this agreement provide benefit to the Participant on an annual basis.

20. Participant understands that the CVSC reserves the right to terminate this agreement with a Participant after providing written notice at least sixty (60) days in advance of such termination. Any action by the CVSC to terminate the agreement with respect to a single Participant (or group of permittees represented by one Participant) shall include a reason(s) for such termination in writing. The Participant may request that the CVSC provide Participant an opportunity to appear before the CVSC Board of Directors to oppose such termination prior to the termination becoming effective. The CVSC Board of Directors reserves the ultimate authority to determine if a termination shall become effective.

21. CVSC intends to remain the entity for administering the P&O Study and SAMP. However, in the unlikely event that the CVSC finds it necessary to withdraw from being the administering entity, the CVSC agrees to all of the following:

21a. Provide at least six (6) months' notice in advance of such withdrawal so that Participants, in cooperation with the Central Valley Water Board, have the opportunity to identify or create a new successor entity for administering the P&O Study and SAMP.

21b. Provide all data, information, reports, and information to any successor entity identified by the Participants and/or the Central Valley Water Board.

21c. Transfer all remaining funds, after addressing all outstanding liabilities, to any identified successor entity.

21d. Agree to work cooperatively with the Central Valley Water Board, Participants, and any successor entity for an orderly transfer of data, information, reports, and remaining funds.

22. The CVSC agrees to maintain an accounting system that clearly documents funds provided to the CVSC for the P&O Study and SAMP and funds paid out from the CVSC for purposes of administering the P&O Study and SAMP.

23. Within a reasonable time after payment of costs, CVSC will make available documentation of participation for the year or years of participation.

24. Participation in the P&O Study and SAMP, and being a Party to this Agreement, shall not constitute an admission of current or historic liability or fault with respect to salt pollution or contamination in surface or ground water that may exist within the Central Valley.

25. The agreement is not intended for the benefit of any person or entity not a Party and shall not be enforceable by any person or entity that is not a Party.

26. The agreement shall be interpreted and enforced pursuant to the laws of the State of California. In the event of any litigation arising hereunder, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within the State of California, County of Sacramento.

27. If any provision of the agreement is found invalid or unenforceable, the balance of the agreement shall remain in full force and effect.

28. The agreement may be executed electronically and in counterparts with the same force and effect as if executed in one complete document by all Parties.

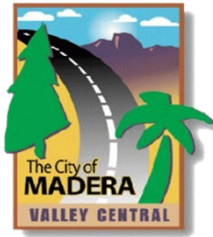
29. This agreement contains the entire agreement between the Parties.

Date: _____

City of Madera, CV-SALTS ID # 2672 listed on Notice to Comply

By: _____
Signature of Participant entity authorized representative

Print name and title of Participant entity authorized representative



Madera City Council Agenda
09/02/26

Agenda Item: E-1

Select Recipient for the Proclamation Recognizing Old Timers Day
Annual Parade
(Report by Alicia Gonzales)

There is no written report for this item.