

BOARD OF SUPERVISORS
200 W. 4TH STREET, 4TH FLOOR
MADERA, CA 93637
(559) 675-7700 / FAX (559) 673-3302
TDD (559) 675-8970
www.MaderaCounty.com



MEMBERS OF THE BOARD
JORDAN WAMHOFF
DAVID ROGERS
ROBERT L. POYTHRESS
LETICIA GONZALEZ
ROBERT MACAULAY

Karen Scrivner, Chief Clerk of the Board

ANY INDIVIDUAL WITH A DISABILITY MAY REQUEST SPECIAL ASSISTANCE BY CONTACTING THE CHIEF CLERK TO THE BOARD OF SUPERVISORS

REVISED AGENDA
for Regular Meeting of the
Madera County Board of Supervisors
Tuesday, December 12, 2023

MEETING LOCATION
Madera County Government Center
200 W. 4th Street, Madera CA 93637
Board of Supervisors Chambers

OR VIA ZOOM
<https://zoom.us/j/85292028095>
Meeting ID: 852.9202.8095

9:00 A.M. – Closed Session
10:00 A.M. – Public Session
10:30 A.M. – Public Hearings

Meetings of the Board of Supervisors shall convene in the Board of Supervisors Chambers, Madera County Government Center, 200 West 4th Street, Madera, California. The Board of Supervisors meets simultaneously as the Board of Supervisors, the Board of Directors of all Dependent Special Districts governed by the Board, the Board of Directors of County Groundwater Sustainability Agencies, the County Public Financing Authority, the Flood Control and Water Conservation Agency, and the Governing Body of each and every other public entity for which the Board of Supervisors serves as the Governing Body.

Supporting documents relating to the items on this agenda that are not listed as 'Closed Session' are available through the County of Madera website at www.maderacounty.com. These documents are also available at the Office of the Clerk of the Board of Supervisors, 200 West 4th Street, 4th Floor, Madera, CA 93637. Supporting documents relating to the items on this agenda that are not listed as 'Closed Session' may be submitted after the posting of the agenda and are available at the Office of the Clerk of the Board of Supervisors. Please visit the Office of the Clerk of the Board of Supervisors for updates.



9:00 A.M.

CALL TO ORDER

1. **ADDITIONS TO THE AGENDA:** Items identified after the preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration. (Government Code Section 54954.2(b)(2)).

THE FOLLOWING ITEMS WILL BE DISCUSSED ON A NONAPPOINTMENT BASIS, NOT NECESSARILY IN THE ORDER LISTED

2. **CLOSED SESSION:**

- 2.a. **10282: Request for Closed Session:**

Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Roman Noriega, Human Resources Director; Joel Bugay, Assistant County Administrative Officer; and Susan Carter, Human Resources Manager

Employee Organization: ALL UNITS

Unrepresented Employees: All Classifications (Excluding Elected Officials)

- 2.b. **Report by County Counsel on Closed Session items.**

10:00 A.M.

OPEN AND CLOSE MEETING IN MEMORY OF:

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT:** The first 15 minutes of each regular session are set aside for members of the public to address the Board on any matter under the jurisdiction of the Board, but not appearing on the agenda. The Board will not take action on any items presented under public comment. Speakers are limited to 3 minutes. Anyone addressing the Board is asked to print their name clearly on the "Speaker" sheet at the podium and state their name and county of residence for the record.

ALL MATTERS LISTED UNDER CONSENT CALENDAR ARE CONSIDERED TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION

5. **CONSENT CALENDAR**

- A. **9188: BOARD OF SUPERVISORS DEPARTMENT**

Consideration to reaffirm Resolution No. 2015-101 declaring a Local Emergency due to the tree mortality disaster that exists in the County and throughout the State.

- B. **9197: COUNTY ADMINISTRATION DEPARTMENT**

Consideration to reaffirm Resolution No. 2023-004 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Closure of Madera Community Hospital).

- C. 10241: COUNTY ADMINISTRATION DEPARTMENT**
Consideration to adopt a Resolution approving an amendment to the standard agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV).
- D. 10285: COUNTY ADMINISTRATION DEPARTMENT/COUNTY FIRE DEPARTMENT**
Consideration to adopt a Resolution authorizing the filing of an application, acceptance of the award, availability of funding, and providing authorization for the execution of all documents for the CAL FIRE California Climate Investments (CCI) Wildfire Prevention (WP) Grants Program.
- E. 10286: COUNTY ADMINISTRATION DEPARTMENT/GENERAL SERVICES DIVISION**
Consideration of entering into an Amendment to MCC No. 10022H-C-2022 with Kitchell/CEM, Inc. amending consultant services compensation for capital project management as outlined in Exhibit A and extending the term to continue through June 30, 2025 and authorize the Chairman to sign
- F. 10273: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT/PLANNING DIVISION**
Consideration to adopt a Resolution approving grant application and acceptance of award and authorizing the Director of Community and Economic Development to contract with the Madera County Transportation Commission (MCTC) for the Regional Early Action Planning (REAP) 1.0 Grants Program.
- G. 10257: OFFICE OF INFORMATION TECHNOLOGY**
County Microwave Systems.
1. Consideration of entering into an Agreement with Nokia of America Corporation in the amount of \$695,878.61 to upgrade the County microwave system for Fiscal Year 2023-2024 and authorize the Chairman to sign.
 2. Consideration of entering into an Agreement with Nokia of America Corporation in the amount of \$39,856.00 for a five-year maintenance and support agreement for Fiscal Years 2023-2028 and authorize the Chairman to sign.
- H. 9192: PUBLIC HEALTH DEPARTMENT**
Consideration to reaffirm the Declaration of a Local Health Emergency (Fork Fire) by the County Health Officer.

I. 10252: PUBLIC HEALTH DEPARTMENT

Consideration of entering into an Agreement with Council of State & Territorial Epidemiologists (CSTE) in the amount of \$72,000.00 to participate in the development and piloting of an online training to improve data collection of patients with reportable diseases for Fiscal Year 2023-2024 and authorize the Chairman to sign.

J. 10268: PUBLIC HEALTH DEPARTMENT

Consideration of entering into an Agreement with American Red Cross to purchase course material as needed for the purpose of licensing Red Cross training materials and curriculum to Licensed Training Providers (LTP) to deliver instruction for staff that will become certified in CPR (cardiopulmonary resuscitation) and BLS (Basic Life Support) for a term of 36 months and authorize the Chairman to sign.

K. 10176: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION

Consideration to adopt a Resolution summarily vacating a segment of public right-of-way on a portion of Avenue 11 ³/₄ and making related findings under the California Environmental Quality Act pursuant to California Code of Regulations, Title 14 Sections 15305 and 15312.

L. 10278: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION

Environmental Mitigation Services.

1. Consideration of entering into an Amendment MCC No. 11752-20 with Compliance Solutions, Inc. increasing compensation by \$165,663.30 from \$277,275.00 to \$442,938.30 for additional environmental mitigation services for the Oakhurst Midtown Connector Project (River Parkway Road) and authorize the Chairman to sign.
2. Consideration of approval to authorize the Auditor-Controller to issue payments for contingencies up to 10% of the amended contract amount per established County policy.
3. Consideration of approval to authorize the Road Commissioner or his designee to solely issue and approve Contract Change Orders in accordance with the Public Contract Code, not to exceed authorized contingencies.

M. 10237: SHERIFF-CORONER'S OFFICE

Consideration of entering into an Agreement with LensLock, Inc. in the amount of \$107,275.00 for in-car and body cam services for a term of five years from execution and authorize the Chairman to sign.

- N. 10263: SHERIFF-CORONER'S OFFICE**
 Consideration of approval of Receipt of Unanticipated Revenue No. 23-056 in the amount of \$62,028.00 derived from BSEE Equipment Grant- ST Other to Fixed Assets for Fiscal Year 2023-2024. **4 Votes Required**
- O. 10265: SHERIFF-CORONERS OFFICE**
 Consideration of approval of Receipt of Unanticipated Revenue No. 23-057 in the amount of \$735,101.00 derived from JSTC ASSTNC Program - Federal-Justice Assis Grant to Fixed Assets and Special Departmental Expenses for Fiscal Year 2023-2024. **4 Votes Required**
- P. 9193: SHERIFF-CORONER'S OFFICE**
 Consideration to reaffirm Resolution No. 2015-087 proclaiming a Local Emergency created by the severe drought conditions that exist in the County and throughout the State.
- Q. 9196: SHERIFF-CORONER'S OFFICE**
 Consideration to reaffirm Resolution No. 2022-137 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Fork Fire).
- R. 9401: SHERIFF-CORONER'S OFFICE**
 Consideration to reaffirm Resolution No. 2023-034 ratifying the Declaration of a Local Emergency (February/March 2023 Winter Storms).
- S. 10280: SOCIAL SERVICES DEPARTMENT**
 Transitional Housing Program.
1. Consideration to adopt a Resolution authorizing the submittal of application and acceptance of Allocation Award under Round 5 of the Transitional Housing Program (THP) and Round 2 of the Housing Navigation and Maintenance Program (HNMP).
 2. Consideration of approval of Receipt of Unanticipated Revenue No. 23-060 in the amount of \$217,948.00 derived from Social Services-Public Assistance - State-Housing Assistance to Transitional Housing Project for Fiscal Year 2023-2024. **4 Votes Required**
- T. 10276: BOARD OF SUPERVISORS/BOARD OF DIRECTORS SPECIAL DISTRICTS/MAINTENANCE DISTRICT NO. 33, FAIRMEAD/PUBLIC WORKS DEPARTMENT/ADMINISTRATIVE SERVICES DIVISION**
 RUR and Cash Flow Loan for MD33, Fairmead.
1. Consideration of approval of Receipt of Unanticipated Revenue No. 23-064 in the amount of \$100,000.00 derived from MD 33-Water - Cash Flow Loan to Direct Maint Exp-DEGS for Fiscal Year 2023-2024. **4 Votes Required**

2. Consideration to adopt a Resolution of the Board of Supervisors of Madera County approving a Cash Flow Loan for Maintenance District 33, Fairmead, Fund 33/1840.

U. 10281: BOARD OF DIRECTORS SPECIAL DISTRICT/MAINTENANCE DISTRICT NO. 22, ZONE OF BENEFIT "A", OAKHURST/PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION

Consideration to adopt a Resolution of Intent to annex APN 064-142-039 and 064-142-040 to Maintenance District 22, Zone of Benefit "A" (MD-22A), Oakhurst sewer system and **set the public hearing for January 16, 2024, at 10:30 a.m.**

V. 10019: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT

Consideration of entering into an Amendment to MCC No. 12465-23 with Madera Ag Water Association increasing compensation by \$50,000.00 to an amount not to exceed \$100,000.00 for a second year of services as outlined and extending the term to December 31, 2024 and authorize the Chairman to sign.

6. DISCUSSION ITEMS:

6.a. 10300: BOARD OF SUPERVISORS DEPARTMENT

Recognition of the Matilda Torres High School Football Team as Division IV Valley Champions.

6.b. 10301: BOARD OF SUPERVISORS DEPARTMENT

Recognition of the Matilda Torres High School Varsity Boys Cross Country Team as Division III Valley Champions.

6.c. 10270: BOARD OF SUPERVISORS DEPARTMENT

Presentation of a Proclamation honoring Sergeant Mark Stritzel on his retirement from the Madera County Sheriff's Office.

6.d. 10271: BOARD OF SUPERVISORS DEPARTMENT

Presentation of a Proclamation honoring Patricia Retton on her retirement from the Madera County Sheriff's Office.

6.e. 10284: HUMAN RESOURCES DEPARTMENT

Presentation of Service Credit Awards to employees who have attained twenty-five (25) or more years of County service.

BREAK - EMPLOYEE LONGEVITY RECEPTION

6.f. 10288: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT/PLANNING DIVISION

Discussion and consideration to adopt a Resolution freezing the Road Impact Fee program at the 2023 rate for parcels not created by a final subdivision map.

- 6.g. **10246: COUNTY ADMINISTRATION DEPARTMENT/GENERAL SERVICES DIVISION**
Discussion and consideration of approval of new Fleet Service Rates for all County departments. These new rates are not being imposed or collected from the public.
- 6.h. **10303: COUNTY ADMINISTRATION DEPARTMENT**
Discussion and consideration to adopt a Resolution approving a special discretionary funds policy.
- 6.i. **10277: PUBLIC WORKS DEPARTMENT/ADMINISTRATIVE SERVICES DIVISION**
Discussion and consideration to adopt a Resolution approving a cash flow loan for the Road Fund, Fund 1180 in the amount of \$3,000,000.00.
- 6.j. **10279: PUBLIC WORKS DEPARTMENT/ADMINISTRATIVE SERVICES DIVISION**
Discussion and consideration to adopt a Resolution approving a cash flow loan for Transit Fund 6386 in the amount of \$1,200,000.00.
- 6.k. **10236: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION**
Introduction of an ordinance amending Section 10.36.010 of Chapter 10.36 of the Madera County Code by adding Subsection S thereto related to parking restrictions on Treasure Hills Drive frontage roads within the Tesoro Viejo Development, **waive the reading and set the second reading for January 9, 2024.**
- 6.l. **10175: BEHAVIORAL HEALTH SERVICES DEPARTMENT**
Presentation on the Opioid Settlement Funds Spending Plan for Madera County.
- 6.m. **10299: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT**
Discussion and consideration of entering into an Agreement with the Chowchilla Subbasin Growers (CSG) to establish a Domestic Well Mitigation Program for a portion of the Chowchilla Subbasin in the Madera County Groundwater Sustainability Agency (GSA) and to develop a working relationship between Madera County GSA and CSG and authorize the Chairman to sign.

10:30 A.M.

7. PUBLIC HEARINGS:

7.a. **10274: COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT/PLANNING DIVISION**

Hearing to consider adoption of a Resolution approving the application of Creekside RM, LLC for a subdivision final map amendment of Tesoro Viejo, Creekside Village 3, Tract No. 311 and approving a related Notice of Exemption under the California Environmental Quality Act (CEQA) pursuant to sec. 15268 of the California Public Resources Code (PRC).

7.b. **10275: COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT/PLANNING DIVISION**

Hearing to consider adoption of a Resolution approving the application of Creekside RM, LLC for a subdivision final map amendment of Tesoro Viejo, Creekside Village 4, Tract No. 313 and approving a related Notice of Exemption under the California Environmental Quality Act (CEQA) pursuant to sec. 15268 of the California Public Resources Code (PRC).

7.c. **10272: COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT/PLANNING DIVISION**

Agriculture Preserve/Farmland Security Zone Program.

1. **Hearing** to consider the proposed Ordinance for the rezoning of lands currently proposed for inclusion in the Agricultural Preserve/Farmland Security Zone Program for 2024 (contracts with Madera County under the provisions of the Williamson Act) to ARE-40 (Agricultural, Rural, Exclusive-40 Acre) District from RRS-10 (Residential Rural Single Family 10 acre) ARF (Agricultural Rural Foothills) District and ARE-20 (Agricultural Rural Exclusive-20 Acres).
2. **Hearing** to consider adoption a Resolution establishing 2024 Agricultural Preserves 1749, 1750, 1751, 1752, 1753, 1754 and Farmland Security Zone (FSZ) 299 and 300.
3. Discussion and consideration of entering into Agricultural Preserves and Farmland Security Zones contracts for the year 2024 and authorize the Chairman to sign.
4. Discussion and direction to prepare a Notice of Exemption per the California Environmental Quality Act (CEQA) Guidelines Section 15061.

8. PENDING LEGISLATION - Discuss, Support or Oppose Legislation Presented by Supervisors and/or Staff

9. SUPERVISORS AND STAFF REPORTS

CLOSED SESSION: CONTINUE FROM 9:00 A.M. SESSION

10. ADJOURNMENT

**NEXT MEETINGS: JANUARY 9, 2024, REGULAR MEETING
JANUARY 16, 2024, REGULAR MEETING
JANUARY 23, 2024, SPECIAL MEETING
FEBRUARY 6, 2024, REGULAR MEETING
FEBRUARY 13, 2024, REGULAR MEETING
FEBRUARY 20, 2024, REGULAR MEETING**



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

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2.a

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Department of Human Resources		DEPARTMENT CONTACT Angela Grandov 559-675-7700		AGENDA ITEM 2.a Closed Session:	
SUBJECT: Closed Session: All Units - Roman Noriega, Joel Bugay and Susan Carter		REQUIRED VOTE:	DOC. ID NUMBER 10282	DATE REC'D	
STRATEGIC FOCUS AREA(S):					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Will this item require additional personnel? Previous Relevant Board Actions: PowerPoint/Supporting Documents:			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Roman Noriega, Human Resources Director; Joel Bugay, Assistant County Administrative Officer; and Susan Carter, Human Resources Manager
Employee Organization: ALL UNITS
Unrepresented Employees: All Classifications (Excluding Elected Officials)



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5.A

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Board of Supervisors Department - District No. 5		DEPARTMENT CONTACT Robert Macaulay 559-675-7700		AGENDA ITEM 5.A	
SUBJECT: Reaffirm Tree Mortality Resolution 2015-101		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9188	DATE REC'D	
STRATEGIC FOCUS AREA(S): Focus Area Not Defined (Explain)					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2015-101 PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2015-101 declaring a Local Emergency due to the tree mortality disaster that exists in the County and throughout the State.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

On September 15, 2015 the Madera County Board of Supervisors unanimously approved a resolution declaring a local emergency due to tree mortality. They asked the Governor to declare a state-wide emergency due to public safety, fire hazard and watershed health. On October 30, 2015 the Governor publicly released a Proclamation of a State of Emergency.

In the last five years, Sheriff's OES has been using California Disaster Assistance Act (CDAA) Funds to contend with the on-going tree mortality threat. CAL-FIRE has also provided Local Assistance Tree Mortality (LATM) to the county as well. With those funds, Sheriff's OES has mitigated approximately 20,000 trees along County Roadways and infrastructure.

The County has been awarded more funds from CAL-FIRE and are getting ready to make another round of mitigation.



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5.A

Members of the Board
, District 1
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, District 4
, District 5

It is recommended that Your Board reaffirm the proclamation. The Resolution must be reaffirmed every 30 days pursuant to California Government Code Section 8630.

ATTACHMENTS

1. RESOLUTION NO. 2015-101
2. State of California- Tree Mortality- Proclamation of a State of Emergency

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/09/23
05/09/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23
10/03/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 10/17/23
10/17/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 11/07/23
11/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/05/23
12/05/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/12/23

RESOLUTION NO. 2015- 101

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA DECLARING THE EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR TO DECLARE A STATE OF EMERGENCY IN CALIFORNIA, WITH EMPHASIS BEING PLACED ON SIERRA NEVADA COUNTIES DUE TO THE IMPACT AND IMPORTANCE OF WATERSHED HEALTH AND PUBLIC SAFETY

WHEREAS, California's forests are important natural resources and tourist attractions for thousands of Californians, visitors from around the United States and the world, and serve an important role in the California economy; and

WHEREAS, the preservation of California's natural resources, including trees and forests, conservation of upper watershed areas, promotion of air quality and carbon sequestration, the educational opportunities trees and forests offer, the promotion of tourism, and the creation of sustainable jobs are all in the best interest of the public; and

WHEREAS, many scientists and experts believe and studies have shown that due to rising temperatures associated with climate change, four years of inadequate precipitation and drought conditions, and increased insect infestation, trees on both public lands and private lands are dying at unprecedented rates, with tree mortality rates ranging between 20% and 85% in several areas of the state and encompassing several million acres of land statewide, including in national parks and managed forests; and

WHEREAS, this unprecedented tree mortality disaster will adversely affect the watersheds that supply nearly two-thirds of the water used in California, dramatically increase the risk of large wildfires, diminish air quality, disrupt the food web, and result in increased mortality rates for wildlife and cause more greenhouse gases to be released; and

WHEREAS, said tree mortality disaster has continued and escalated in cumulative impacts to the County of Madera; and

WHEREAS, many scientists and experts agree that the best solution to protect the forests and trees is to remove dead and dying trees; and

WHEREAS, given the widespread scale of the tree mortality disaster, and the volume of trees that need to be removed, public property owners and local agencies cannot fully afford to undertake such tree removal efforts; and

WHEREAS, present local, statewide, and federal resources are inadequate to cope with the effects of this tree mortality disaster; and

WHEREAS, the timely removal of dead and dying trees on public lands and other areas is necessary in order to help protect and maintain watersheds and wildlife habitat, promote carbon sequestration, protect and restore forest resiliency, protect tourism and educational opportunities, and create jobs in rural communities.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA RESOLVES AS FOLLOWS:

1. The County of Madera calls upon Governor Brown to declare a tree mortality disaster and emergency in Madera County and other afflicted areas of the state.
2. The County of Madera requests that Governor Brown make funds available to Madera County and other public agencies to facilitate the safe and timely removal of dead and dying trees from public lands in order to protect and maintain watersheds and wildlife habitat, promote carbon sequestration, and protect and restore forest resiliency in national parks and managed forests.
3. The County of Madera requests that Governor Brown make available any and all State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been harmed by this tree mortality disaster.
4. That a copy of this resolution be forwarded to the Governor of California and the Director of the State Office of Emergency Services.

The foregoing Resolution was adopted this 15TH day of SEPTEMBER, 2015, by the following vote:

Supervisor Frazier voted:

yes

Supervisor Rogers voted:

yes

Supervisor Farinelli voted:

yes

Supervisor Rodriguez voted:

yes

Supervisor Wheeler voted:

yes



David B. Rogers
Chairman, Board of Supervisors

ATTEST:

Vanna Boyd
CLERK, BOARD OF SUPERVISORS

Executive Department
State of California

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS the State of California is experiencing record drought conditions, which have persisted for the last four years; and

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS a lack of precipitation over the last four years has made trees in many regions of California susceptible to epidemic infestations of native bark beetles, which are constrained under normal circumstances by the defense mechanisms of healthy trees; and

WHEREAS these drought conditions and resulting bark beetle infestations across broad areas have caused vast tree mortality in several regions of the state, with the United States Forest Service estimating that over 22 million trees are dead and that tens of millions more are likely to die by the end of this year; and

WHEREAS recent scientific measurements suggest that the scale of this tree die-off is unprecedented in modern history; and

WHEREAS this die-off is of such scale that it worsens wildfire risk across large regions of the State, presents life safety risks from falling trees to Californians living in impacted rural, forested communities, and worsens the threat of erosion across watersheds; and

WHEREAS such wildfires will release thousands of tons of greenhouse gas emissions and other harmful air pollutants; and

WHEREAS the circumstances of the tree die-off, by reason of its magnitude, is or is likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the California Government Code, I find that conditions of extreme peril to the safety of persons and property exist within the State of California due to these events; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.



NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625 of the California Government Code, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist within the State of California.

IT IS HEREBY ORDERED THAT:

1. The Department of Forestry and Fire Protection, the California Natural Resources Agency, the California Department of Transportation, and the California Energy Commission shall immediately identify areas of the State that represent high hazard zones for wildfire and falling trees using best available science and geospatial data.
2. State agencies, utilities, and local governments to the extent required by their existing responsibilities to protect the public health and safety, shall undertake efforts to remove dead or dying trees in these high hazard zones that threaten power lines, roads and other evacuation corridors, critical community infrastructure, and other existing structures. Incidental vegetation such as shrubs that restrict access for safe and efficient removal of the dead and dying trees also may be removed. The Department of Forestry and Fire Protection shall issue emergency guidelines setting forth the relevant criteria, and the California Conservation Corps shall assist government entities in implementing this directive to the extent feasible.
3. The Department of Forestry and Fire Protection shall identify potential storage locations for removed trees across impacted areas in partnership with federal agencies and local jurisdictions.
4. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, Title 23, United States Code section 125, in order to obtain federal assistance for removal of dead and dying trees that are adjacent to highways.
5. The Department of General Services will identify state facilities, and the California Department of Transportation shall identify highway and road corridors, where woodchips produced from dead trees can be used as mulch.
6. The Governor's Office of Emergency Services and the Department of Forestry and Fire Protection shall work with impacted counties to distribute portable equipment across high hazard zones so that isolated communities can remove and process wood waste locally where appropriate.
7. The California Air Resources Board and the California Department of Forestry and Fire Protection shall work together and with federal land managers and the United States Environmental Protection Agency to expand the practice of prescribed burns, which reduce fire risk and avoid significant pollution from major wildfires, and increase the number of allowable days on a temporary basis to burn tree waste that has been removed in high hazard areas.



8. The California Public Utilities Commission shall utilize its authority to extend contracts on existing forest bioenergy facilities receiving feedstock from high hazard zones.
9. The California Public Utilities Commission shall take expedited action to ensure that contracts for new forest bioenergy facilities that receive feedstock from high hazard zones can be executed within six months, including initiation of a targeted renewable auction mechanism and consideration of adjustments to the BioMat Program defined pursuant to Public Utilities Code section 399.20. No later than six months after the BioMat program begins, the California Public Utilities Commission shall evaluate the need for revisions to the program to facilitate contracts for forest bioenergy facilities.
10. The California Public Utilities Commission shall prioritize facilitation of interconnection agreements for forest bioenergy facilities in high hazard zones, and shall order the use of expedited mediation or other alternative dispute resolution processes when conflicts delay development of projects.
11. The California Energy Commission shall prioritize grant funding from the Electric Program Investment Charge for woody biomass-to-energy technology development and deployment, consistent with direction from the California Public Utilities Commission.
12. The California Department of Forestry and Fire Protection, the California Energy Commission, and other appropriate agencies shall work with land managers to estimate biomass feedstock availability, storage locations, and volumes that may be available for use as bioenergy feedstock at existing and new facilities.
13. The California Department of Forestry and Fire Protection and the California Energy Commission shall work with bioenergy facilities that accept forest biomass from high hazards zones to identify potential funds to help offset higher feedstock costs.
14. The California Department of Resources Recycling and Recovery and the California Department of Forestry and Fire Protection will work with affected counties and existing wood product markets to determine the feasibility for expanded wood product markets in California.
15. For purposes of carrying out directives 1, 2, and 5 through 8, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.



16. In order to ensure that equipment and services necessary for emergency response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended as necessary to carry out this Proclamation. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.
17. For purposes of this Proclamation, Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of the Government Code is suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.
18. The Office of Emergency Services shall provide local government assistance as appropriate under the authority of the California Disaster Assistance Act, California Government Code section 8680 et seq. and California Code of Regulations, title 19, section 2900 et seq.
19. State agencies shall actively monitor tree removal efforts directed by this Proclamation to assess their effectiveness in protecting forest health and strengthening forest resilience.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of October 2015.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





**BOARD OF SUPERVISORS
COUNTY OF MADERA**

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5.B

Members of the Board
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, District 3
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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT County Administration Department		DEPARTMENT CONTACT Yvette Gomez 559-675-7700		AGENDA ITEM 5.B Consent Calendar	
SUBJECT: Local Emergency -Madera Community Hospital Closure		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9197	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2023-004 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2023-004 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Closure of Madera Community Hospital).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

See Resolution attached.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 1: Community

ATTACHMENTS

1. RES NO. 2023-004

History:



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5.B

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01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/02/23
05/02/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23
10/03/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 10/17/23
10/17/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 11/07/23
11/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/05/23
12/05/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/12/23

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2023 - 004
)
 BOARD OF SUPERVISORS) A RESOLUTION OF THE BOARD OF
) SUPERVISORS OF MADERA COUNTY
) RATIFYING AND EXTENDING THE
) DECLARATION OF A LOCAL
) EMERGENCY (CLOSURE OF MADERA
) COMMUNITY HOSPITAL)
 _____)

WHEREAS, California Government Code section 8630 and Madera County Code Chapter 2.78 empowers the Director of Emergency Services/Sheriff to proclaim a local emergency when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County; and

WHEREAS, on December 29, 2022, the Director of Emergency Services/Sheriff declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the County's only general acute care hospital and emergency room that provides services to both adults and children (the December 29, 2022 proclamation is attached hereto as Exhibit A); and

WHEREAS, under Government Code section 8630, the local emergency shall not remain in effect for more than seven (7) days unless ratified by the Board of Supervisors; and

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 //

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)

WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital in Madera County for the reasons set forth in Exhibit A; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the County of Madera have arisen within the County caused by the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources, and the conditions warrant and necessitate proclaiming the continued existence or threatened existence of a local emergency; and

WHEREAS, the conditions created by the closure of Madera Community Hospital further imperil the County's ability to meet its obligations to provide health care services to its indigent and poor residents pursuant to Welfare and Institutions Code section 17000.

NOW, THEREFORE, the Board of Supervisors of the County of Madera resolves as follows:

1. The local emergency declared on December 29, 2022, by the Director of Emergency Services/Sheriff is hereby ratified.
2. The need for continuing this local emergency and local health emergency shall be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency and local health emergency at the earliest possible date that conditions warrant.

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//

* * * * *

The foregoing Resolution was adopted this 3rd day of January 2023, by the following vote:



Supervisor Wamhoff voted: yes

Supervisor Rogers voted: yes

Supervisor Poythress voted: yes

Supervisor Gonzalez voted: yes

Supervisor Macaulay voted: yes

David B. Rogers

 Chairman, Board of Supervisors

ATTEST:

Karen Scriver

 Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: James N. McCann
 Deputy County Counsel

Digitally signed by: James N. McCann
 DN: CN = James N. McCann email = jnmccann@lozanosmith.com C = US
 Date: 2022.12.30 11:02:41 -08'00'

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)

EXHIBIT "A"



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CLOSURE OF MADERA COMMUNITY HOSPITAL

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of Madera County; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by the sudden and unexpected closure of Madera Community Hospital, with only seven days' notice to the County and general public, which will occur on or about Friday, December 30, 2023; and

WHEREAS, Madera Community Hospital is the County's only general acute care hospital and emergency room that provides services to both adults and children, the closure of which is likely to imperil the health and safety of the County's residents and visitors by requiring adult persons seeking emergency medical and hospital services to, in the majority of circumstances, travel, or be transported by ambulance, outside of the County to obtain those services; and

WHEREAS, closure of Madera Community Hospital is expected to strain and deplete local resources, such as law enforcement, fire suppression, adult and child protection services, behavioral health, and ambulance services, thereby creating critical delays in the provision of such services; and

WHEREAS, termination of medical services at Madera Community Hospital further imperils the County's ability to provide health care services to its indigent and poor residents pursuant to Welfare and Institutions Code section 17000; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources will be unable to cope with the effects of this emergency.

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

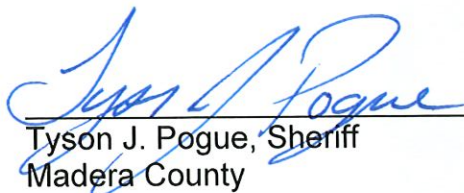
IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff
Madera County

12/29/2022

Date

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)



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COUNTY OF MADERA**

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5.C

Members of the Board
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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT County Administration Department		DEPARTMENT CONTACT Tristan Shamp 559-675-7703		AGENDA ITEM 5.C Consent Calendar	
SUBJECT: CDBG-CV 2/3 Request for Remaining Funding		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10241	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: AIS Resolution 7298; Resolution 2021-047 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to adopt a Resolution approving an amendment to the standard agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for the Community Development Block Grant Coronavirus - Rounds 2 and 3 (CDBG-CV 2/3) grant on December 18, 2020 and Madera County received a total allocation of \$1,043,595 under the program. On May 4, 2021, your Board authorized submission of an application to the CDBG-CV 2/3 program and acceptance of funds via Resolution #2021-047 in item AIS Resolution #7298. Madera County split its allocation over two projects, among which was \$843,595 allocated for a Rapid Rehousing project to purchase and install prefabricated tiny homes as part of a Triage Center at the Madera Rescue Mission. The project is currently underway with an official groundbreaking set for December 2024, but has encountered budget overruns related to construction and fabrication costs. These cost overruns are currently being covered with American Rescue Plan Act (ARPA) funds.



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On November 15, 2023, HCD sent out a notification to all CDBG-CV grantees informing them there is additional CDBG-CV funding (totaling approximately \$17 Million) remaining available to encumber in existing construction projects that have experienced unanticipated cost increases. HCD will make this funding available pursuant to this memo as a means to expend funds by its regulatory and statutory deadline for all CDBG-CV expenditures of June 25, 2026. Grantees with qualifying CDBG-CV construction projects may request up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original application.

Madera County is seeking your Board's approval of a resolution authorizing the submission of a request for additional funds from HCD for the County's CDBG-CV 2/3 Rapid Rehousing grant application funding the Madera Rescue Mission Triage Center project.

FISCAL IMPACT:

The cost for the he cost of the CDBG-CV 2/3 Rapid Rehousing/Madera Rescue Mission Triage Center project has increased by \$548,017.03 from the original budget/award of \$843,595.00 to \$1,391,612.03 since the original award was made in early 2022. The \$548,017.03 cost overrun is currently being covered by ARPA funds, diverting those funds from other essential programs and services.

Under this funding request, grantees with qualifying CDBG-CV construction projects may request up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original allocation. Madera County originally allocated \$843,595 for its CDBG-CV 2/3 Rapid Rehousing grant (Standard Agreement #20-CDBG-CV2-3-00082). 25 percent of that original request is \$210,898.75 and would boost the total amended grant funds to \$1,054,493.75 or 125 percent of the original award. This leaves \$337,118.28 in remaining project costs to be covered with ARPA funds.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

This item correlated to Focus Area 1: Community and Focus Area 6: Infrastructure as it seeks to provide additional funding for the Madera Rescue Mission Triage Center project that is building prefabricated emergency housing for unhoused individuals in the Madera community.

ATTACHMENTS

1. RESO - CDBG-CV - FLATTENED

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>2023 - _____</u>
)	
MADERA COUNTY	)	A RESOLUTION APPROVING AN
ADMINISTRATION DEPARTMENT	)	AMENDMENT TO THE STANDARD
	)	AGREEMENT ISSUED UNDER THE
	)	2020 COMMUNITY DEVELOPMENT
	)	BLOCK GRANT PROGRAM
	)	CORONAVIRUS RESPONSE (CDBG-CV)
_____)	

WHEREAS, the Madera County Administration Department and Madera County Department of Community and Economic Development – Planning Division were previously approved by the Board in 2021 to apply to and accept allocated funds for the California Department of Housing and Community Development (HCD) Community Development Block Grant Program Coronavirus, Aid, Relief, Economic Security (CARES) Act 2020 Notice of Funding Availability - Rounds 2 and 3 (CDBG-CV 2/3) grant for a total allocation of \$1,043,595.00 from which \$843,595.00 was allocated under Standard Agreement Number 20-CDBG-CV2-3-00082 for a Rapid Rehousing project related to the construction of the Madera Rescue Mission Triage Center project with the remaining \$200,000.00 allocated for a separate Subsistence Payments project; and

WHEREAS, the budget for the CDBG-CV 2/3 Rapid Rehousing project has increased beyond the original \$843,595.00 award amount due to overages in construction and fabrication costs with a current total project budget of \$1,391,612.03; and

WHEREAS, HCD recently notified CDBG-CV grantees that there is a small amount of CDBG-CV funding remaining available to encumber in existing construction projects that have experienced unanticipated cost increases, under which grantees can request up to 25% of their original CDBG-CV award.

Attachment: RESO - CDBG-CV - FLATTENED (10241 : CDBG-CV 2/3 Request for Remaining Funding)

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, that:

1. The Board of Supervisors of the County of Madera has reviewed and hereby approves the submission to the State of California (“State”) of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement(s) with the State number 20-CDBG-CV2-3-00082 (the “Standard Agreement(s)” pursuant to the State’s June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

The County previously approved the use of \$843,595.00 of Program Income for this CDBG-CV activity which was included in the Standard Agreement Number 20-CDBG-CV2-3-00082 and by this Resolution will use an additional amount not to exceed \$210,898.00 for a total commitment of \$1,054,493.00 of Program Income.

List of Activity Funding:

Current Authorized amount(s) under Standard Agreement #20-CDBG-CV2-3-00082:

- CDBG-CV Rapid Rehousing: \$843,595.00
- Program Income: \$843,595.00
- Total: \$843,595.00

Amount of new CDBG-CV funds to be added to Standard Agreement #20-CDBG-CV2-3-00082:

- CDBG Not to exceed: \$210,898.00
- Program Income: \$210,898.00
- Total: \$210,898.00

Total amount of amended Standard Agreement #20-CDBG-CV2-3-00082:

- CDBG Grant Not to exceed: \$1,054,493.00
- Program Income: \$1,054,493.00
- Total: \$1,054,493.00

2. The Board of Supervisors of the County of Madera acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

3. The Board of Supervisors of the County of Madera hereby authorizes and directs the County Administrative Officer, Assistant County Administrative Officer, Chief of Development Services, Community and Economic Development Director, Community and Economic Development Planning Division Deputy-Director, Grant Services Manager, or their designee, to execute and deliver all application(s), "Request(s) for Additional Funds," and/or amendments to the Standard Agreement and act on the County's behalf in all matters pertaining to all such application(s), "Request(s) for Additional Funds," and/or amendments.

4. If an amendment to the Standard Agreement is approved as contemplated above, the County Administrative Officer, Assistant County Administrative Officer, Chief of Development Services, Community and Economic Development Director, Community and Economic Development Planning Division Deputy-Director, Grant Services Manager, or their designee, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the

State from time to time for the purposes of this grant.

5. If an amendment to the Standard Agreement is approved, the County Administrative Officer, Assistant County Administrative Officer, Chief of Development Services, Community and Economic Development Director, Community and Economic Development Planning Division Deputy-Director, Grant Services Manager, or their designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

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Attachment: RESO - CDBG-CV - FLATTENED (10241 : CDBG-CV 2/3 Request for Remaining Funding)

* * * * *

The foregoing Resolution was adopted this ____ day of _____, 2023,

by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

STATE OF CALIFORNIA:

County of Madera

I, _____, County Clerk of the County of Madera, State of California, hereby certify that (i) the above and foregoing is a full, true, and correct copy of a Resolution duly adopted by said Board of Supervisors on this ____ day of _____, 2023; (ii) such Resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such Resolution remains in full force and effect.

Karen Scrivner, County Clerk of the County of Madera, State of California

Approved as to Legal Form:

COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.20 09:34:16 -08'00'

Attachment: RESO - CDBG-CV - FLATTENED (10241 : CDBG-CV 2/3 Request for Remaining Funding)



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5.D

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT County Administration Department		DEPARTMENT CONTACT Tristan Shamp 559-675-7703		AGENDA ITEM 5.D Consent Calendar	
SUBJECT: CAL FIRE FY23-24 CCI Wildfire Prevention Grant		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10285	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to adopt a Resolution authorizing the filing of an application, acceptance of the award, availability of funding, and providing authorization for the execution of all documents for the CAL FIRE California Climate Investments (CCI) Wildfire Prevention (WP) Grants Program.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

CAL FIRE's Wildfire Prevention (WP) Grants Program provides funding for wildfire prevention projects and activities in and near wildfire threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include Hazardous Fuels Reduction, Wildfire Prevention Planning, and Wildfire Prevention Education with an emphasis on improving public health and safety while reducing greenhouse gas emissions. The FY 2023-24 cycle of the grant is due by January 10, 2024.

The Madera County Fire Department has successfully applied to the CAL FIRE WP grant in previous cycles (FYs 20-21 and 21-22) for projects to purchase equipment used for hazardous fuels reduction activities, including a Compact Track Loader, Compact Excavator, Chevrolet truck and transport trailer, as well as mulchers, buckets, rakes and grapples for the aforementioned tractors. Under the current WP grant cycle, the Fire



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Department can apply for up to \$750,000 in funding for additional equipment and is considering applying for additional tractor maintenance supplies, additional tractor equipment, another heavy duty pickup truck for hauling the tractors and equipment, as well as further equipment and supplies to be determined by the time the application is submitted. These items would be used to support a variety of hazardous fuels reduction-type activities, including vegetation clearance, creation/maintenance of fuel breaks, removal of ladder fuels, selective tree removal, roadside vegetation removal/modification, reduction of fuel loading around critical infrastructure, as well as creation of defensible space among other related activities.

Your Board is being asked to review and approve a resolution authorizing the filing of the application to the FY 23-24 cycle of the WP grant program; certify that the county will have sufficient funds to implement, operate, and maintain the project, certify that funds will be expended by the end of the period of performance, and authorize officials to conduct negotiations and execute/submit all project-related documents.

FISCAL IMPACT:

Under the proposed project, the Madera County Fire Department would apply for a grant award of up to \$750,000 for the purchase of various equipment and supplies to be used to support hazardous fuels reduction activities namely in Eastern Madera County. Matching funds are not required for the grant. The exact grant budget is being developed at the time this item was submitted. Should the grant be awarded, your Board would need to certify funds are available to cover the purchase of the supplies and equipment, potentially from General Fund revenues, in an amount to be determined. These funds would then be reimbursed by WP grant funds.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

This project, given its focus on wildfire prevention and an emphasis on purchasing equipment to be used for hazardous fuels reduction activities, is most closely related to Focus Area 3: Public Safety.

ATTACHMENTS

1. Reso Approving Application Award for CAL FIRE Wildfire Prevention Grant 2023 4890-0676-7252 1

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2023 - _____
)
MADERA COUNTY) A RESOLUTION AUTHORIZING FILING
FIRE DEPARTMENT) OF AN APPLICATION, ACCEPTANCE
) OF THE GRANT AWARD, AVAILABILITY
) OF FUNDING, AND PROVIDING
) AUTHORIZATION FOR THE
) EXECUTION OF ALL DOCUMENTS FOR
) THE CAL FIRE CALIFORNIA CLIMATE
) INVESTMENTS WILDFIRE
PREVENTION GRANTS PROGRAM

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, nonprofit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out the Madera County Hazardous Fuels Reduction/Maintenance Equipment project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, that the Board:

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1. Approves the filing of an application for “California Climate Investments Wildfire Prevention Grants Program.”

2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project.

3. Certifies that funds under the jurisdiction of the Board of Supervisors of the County of Madera are available to begin the project.

4. Certifies that said applicant will expend grant funds prior to March 15, 2028.

5. Appoints the Madera County Fire Chief, Assistant Fire Chief, County Administrative Officer, or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

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The foregoing Resolution was adopted this ____ day of _____, 2023,

by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: _____



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COUNTY OF MADERA**

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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT County Administration/General Services Division		DEPARTMENT CONTACT Ambar Mojica 559-675-7703		AGENDA ITEM 5.E Consent Calendar	
SUBJECT: Kitchell contract amendment		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10286	DATE REC'D	
STRATEGIC FOCUS AREA(S): Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: 10022H-C-2022 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Amendment to MCC No. 10022H-C-2022 with Kitchell/CEM, Inc. amending consultant services compensation for capital project management as outlined in Exhibit A and extending the term to continue through June 30, 2025 and authorize the Chairman to sign

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

In 2013, your Board entered into a contract with Kitchell/CEM, Inc. (Kitchell) for day-to-day construction management and oversight of the County's capital facilities projects along with staff augmentation services.

Kitchell has been instrumental in assisting the General Services Division complete more than 28 projects. Those projects include: the construction of: AB 900 Jail Expansion Project; the Government Center third floor build out; the new Sheriff's Office, Madera County Library ADA renovations; Madera County Solar Energy Project Phase I; new Jail Kitchen project; Probation/Bootcamp Tenant Improvement; new Madera County Morgue facility; Sheriff's Office Parking Lot Expansion project; Jail HVAC project; Jail Security System Upgrade project; Oakhurst Behavioral Health Services Tenant Improvement project; Solar Energy Project Phase II project; Madera Library renovations; Madera Ranchos Library and Sheriff Substation Tenant Improvement project; Health & Social Services Complex, Government Center Third Floor build out (Water & Natural Resources); the Agriculture Department/UC Cooperative Extension Tenant



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Improvement project; Madera County Monument Sign project; Adult Probation Services Relocation project; and the Agriculture parking lot.

Currently, Kitchell is assisting in managing 30 active projects. Please see the current project list shown in the table below.

No.	Project Name
1	Agri land Fire Station No. 3
2	Riverstone Fire Station No. 6
3	Tesoro Viejo Fire Station No. 7
4	SB 1022 Jail Expansion
5	Jail Smoke Control
6	Juvenile Hall Workshop
7	Juvenile Hall WAP
8	Oakhurst Satellite Government Center Tenant Improvement
9	Sheriff Office Logistic Facility
10	Juvenile Hall Security System and HVAC upgrades
11	Energy Savings (Solar Phase III)
12	Manzanita Lake Planning Unit Park improvements
13	Jackass Rock Camp Fire Damage Renovations
14	Fairmead Community Center
15	Public Health Wellness Center
16	Public Health Tenant Improvement
17	Northfork Emergency Services Building
18	Madera Rescue Mission Triage Center
19	Madera County Law Library Relocation
20	Courthouse Park Renovation
21	Oakhurst Library



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22	Behavioral Health CSU
23	Treasurer/Tax Tenant Improvement
24	911 Memorial
25	Animal Services
26	Northfork Library
27	PH Playground
28	Fire Admin & Maintenance Shop
29	Gov Center PW 3rd floor remodel
30	Bonadelle Ranchos Water

On November 7, 2023, your Board directed staff to review the county's Request for Proposal (RFP) procedures and to return to the Board with recommendations to implement best practices. This review is currently being done and will prioritize reviewing countywide agreements that have not been RFP'd during the past 5 years or more. When complete, staff will recommend an RFP schedule that will apply recommended best practices on a phased in basis, based on available resources, and a forthcoming county policy that will specify RFP criteria and frequency. It is anticipated that this proposed policy and RFP schedule will be ready for the Board's consideration by February 2025.

While it is anticipated that this agreement will be included in the first phase of review resulting from the forthcoming RFP policy, it is still staff's recommendation to extend this agreement due to the number of current ongoing projects with critical completion timelines. As it is anticipated that a full RFP from beginning to end can take up to six months, the proposed contract extension will allow staff to develop and implement a board approved RFP policy and schedule and execute any resulting RFPs without impacting capital project funding or completion. Staff is also comfortable recommending the contract extension through June 30, 2025 based on the current performance of the Project Managers. The amendment dedicates both a full time Senior Project Manager and a Project Manager I to the County.

FISCAL IMPACT:

There is no net impact to the County's General Fund associated with the recommended action. The current staffing makeup provide by Kitchell reflect equal or lower per hour rates based on the attached rate schedule, even when compared to the staffing makeup and previous rate schedule that was in place prior to this proposed amendment.



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CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 6: Infrastructure

ATTACHMENTS

1. Kitchell contract amendment

MADERA COUNTY CONTRACT NO. _____
(Amendment to Project Management – Staff Augmentation; Kitchell/CEM, Inc.)

THIS AMENDMENT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and KITCHELL/CEM, INC. (“CONSULTANT”).

RECITALS

A. On December 3, 2013, the parties entered into Madera County Contract No. 10022-C-2013 (hereinafter “the Agreement”) to provide project management and staff augmentation services to COUNTY.

B. On December 15, 2015, the parties entered into Madera County Contract No. 10022B-C-2015 to amend the Agreement to extend the term through December 31, 2016.

C. On December 20, 2016, the parties entered into Madera County Contract No. 10022C-C- 2016 to amend the Agreement to extend the term through December 31, 2017.

D. On November 21, 2017, the parties entered into Madera County Contract No. 10022D-C-2017 to amend the Agreement to extend the term through December 31, 2018.

E. On December 11, 2018, the parties entered into Madera County Contract No. 10022E-C-2018 to amend the Agreement to extend the term through December 31, 2019.

F. On January 7, 2020, the parties entered into Madera County Contract No. 10022F-C-2020 to amend the Agreement to extend the term through December 31, 2020.

Attachment: Kitchell contract amendment (10286 : Kitchell contract amendment)

G. On December 15, 2020, the parties entered into Madera County Contract No. 10022G-C-2020 to amend the Agreement to extend the term through June 30, 2022.

H. On June 14, 2022, the parties entered into Madera County Contract No. 10022H-C-2022 to amend the Agreement to extend the term through December 31, 2023.

I. The parties wish to further amend the Agreement to extend the term through June 30, 2025.

AMENDMENTS

1. Paragraph 1 (Term) of the Agreement shall be amended in its entirety to read as follows:

“1. **TERM.** CONSULTANT’s services under this Agreement shall begin immediately and continue through June 30, 2025.”

2. Paragraph 4 (Compensation and Costs) of the Agreement shall be amended in its entirety to read as follows:

“4. **COMPENSATION AND COSTS.** CONSULTANT’s services performed under this Agreement shall be compensated as set forth in Exhibit “A,” dated October 16, 2023.”

3. All other terms and conditions of Madera County Contract No. 10022-C-2013, as previously amended, shall remain in full force and effect.

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Attachment: Kitchell contract amendment (10286 : Kitchell contract amendment)

* * * * *

IN WITNESS WHEREOF the foregoing Amendment is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

KITCHELL/CEM, INC.

By: Donald Haase
(Signature)

Donald Haase

(Print Name)

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.10.31 14:51:47 -07'00'

Title: President

ACCOUNT NUMBER(S)

EXHIBIT "A"



October 16, 2023

Mr. Anthony Loza, Division Director of General Services
County of Madera
Madera County Government Center
200 West 4th Street
Madera, CA 96367

Re: Extension to Project Management - Staff Augmentation Contract #10022A-C-2020

Dear Mr. Loza:

Our amended contract to provide staff augmentation services, referenced above, will expire on December 31, 2023. We understand the County is still in need of our staff, and Kitchell is pleased to continue performing these services through June 30, 2025.

Sr. Project Manager Jorge Mendoza is available to continue fulltime in his current role managing projects at the hourly rate of **\$197 per hour**.

Project Manager I Ricky Arredondo is available fulltime to managing projects at the hourly rate of **\$168 per hour**.

To give the County the flexibility to use Kitchell’s full range of construction management services and construction expertise we propose to include the attached Hourly Rate Schedule for project management, construction management, estimating, scheduling, architect/engineering, commissioning, building information modeling (BIM), CAD technician, quality control, IOR, or inspection services. The services will be performed on an hourly basis as requested by the County.

These hourly rates are fully burdened with employee benefits, statutory requirements, overhead and profit; and exclude County-authorized travel expenses. Our rates are in affect through June 30, 2025. Our proposed fee includes use of office space furniture and office equipment located within a County facility.

We are committed to the County's success, and we appreciate the opportunity to continue providing staff augmentation services in supporting Madera County's legacy of project excellence. Should you have any questions or wish to contact me, please e-mail me at rbarton@kitchell.com or call me at 559-936-2360.

Sincerely,

Rick Barton
Central California Operations Manager

Attachment: Kitchell contract amendment (10286 : Kitchell contract amendment)

Hourly Rate Schedule

The below hourly rates are fully burdened with employee benefits, statutory requirements, overhead and profit. These rates are applicable to services requested on an individualized hourly billing basis.

The following Hourly Rate Schedule is effective through December 31, 2024 and is subject to a 5% increase thereafter for the balance of the fiscal year to June 30, 2025.

<u>Position</u>	<u>Hourly Rate</u>
Regional Executive	\$238
Project Director	\$227
Construction Manager	\$197
Senior Project Manager	\$197
Project Manager II	\$182
Project Manager	\$168
Quality Assurance Manager	\$166
Senior Project Engineer	\$149
Project Engineer	\$138
Document Control Manager	\$101
Field Office Manager	\$ 88
Engineering/Architecture Department Executive	\$238
Engineering/Architecture Department Manager	\$227
Estimating Department Manager	\$215
Senior Estimator	\$189
Estimator	\$166
Scheduler	\$166
Registered Architect/Licensed Engineer	\$182
Commissioning Engineer	\$182
BIM Manager	\$194
BIM Engineer	\$150
CADD Technician	\$118
Engineering/Architecture Department Administrative Support	\$100



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 5.F Consent Calendar	
SUBJECT: Madera County Transportation Commission Regional Early Action Planning Grants Program			REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10273	DATE REC'D
STRATEGIC FOCUS AREA(S): Community, Public Information					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Resolution, Other/Misc				DOCUMENT NO(S).	

RECOMMENDED ACTIONS:

Consideration to adopt a Resolution approving grant application and acceptance of award and authorizing the Director of Community and Economic Development to contract with the Madera County Transportation Commission (MCTC) for the Regional Early Action Planning (REAP) 1.0 Grants Program.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The 2019-20 California State Budget Act allocated \$250 million for all regions, cities, and counties in the State for prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning Grant Program (REAP) with \$125 million to regions. REAP provides grant funding to regional governments and regional entities for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA).

To date, MCTC has received \$297,885.65 for Phase I, of which \$55,176.27 has been set aside for administration and RHNA development support. The remaining



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\$242,709.38 will be used for the MCTC Housing Planning Program Consulting Services for MCTC member agencies.

The Madera Region is anticipated to receive a total of \$319,123.35 in REAP funding for Phase II. MCTC will retain 5% in the amount of \$15,957.35 for program administration. The remaining \$303,166 in the second phase of available MCTC Housing Planning Grants Program Funding will be suballocated for eligible projects on a pro-rata basis to local agencies. The County of Madera will be sub-allocated \$77,023.

Eligible activities must demonstrate a nexus to increasing housing and accelerating production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the project start date, are distinct, and demonstrate a nexus to accelerating housing production. These funds will be used toward preparing and adopting the County of Madera’s Housing Element to facilitate compliance with the sixth cycle RHNA.

A restricted Grant Agreement must be executed with the Madera County Transportation Commission before such funds can be sub-allocated through the Madera County Transportation Commission Housing Planning Grants Program. The proposed resolution will authorize the Director of Community and Economic Development, or designee, to execute all Restricted Grant Agreements and any amendments thereto and all other documents relating to the Grant Agreements with the Madera County Transportation Commission.

FISCAL IMPACT:

There is no impact to the General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 4: Public Information

ATTACHMENTS

1. MCTC and REAP Grant Resolution & Agreement
2. Agreement

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>2023 - _____</u>
)	
MADERA COUNTY COMMUNITY	)	A RESOLUTION APPROVING GRANT
AND ECONOMIC DEVELOPMENT	)	APPLICATION AND ACCEPTANCE OF
DEPARTMENT	)	AWARD AND AUTHORIZING THE
	)	DIRECTOR OF COMMUNITY AND
	)	ECONOMIC DEVELOPMENT TO
	)	CONTRACT WITH THE MADERA
	)	COUNTY TRANSPORTATION
	)	COMMISSION FOR THE REGIONAL
	)	EARLY ACTION PLANNING (REAP) 1.0
_____	)	GRANTS PROGRAM

WHEREAS, the County of Madera (the “County”) is eligible to receive federal and/or state funding for certain planning projects, through the Madera County Transportation Commission (“MCTC”); and

WHEREAS, the County’s Community and Economic Development Department desires to participate in the Regional Early Action Planning (REAP) 1.0 Grants Program (“Program”) supported by funds from the California Department of Housing and Community Development; and

WHEREAS, MCTC is a recipient of Program funds (“Grant”); and

WHEREAS, a Grant Funding Agreement with the MCTC is required for participation in the Program and before such funds can be sub-allocated through the MCTC to the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

1. The Board authorizes the Director of Community and Economic Development, or their designee, to submit the grant application for Grant funding and sign the Grant Funding Agreement, in a form similar to that which is attached hereto as Exhibit “A,” and any amendments thereto and all other documents, which may be necessary, relating to the Grant with the MCTC, subject to review and approval of County Counsel.

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The foregoing Resolution was adopted this ____ day of _____, 2023,
by the following vote:



Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Amanda Savage

Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email =
asavage@lozanosmith.com C = US O =
Lozano Smith
Date: 2023.11.20 16:06:13 -0800

By: _____

EXHIBIT A

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE _____
FOR THE REGIONAL EARLY ACTION PLANNING (REAP) 1.0 GRANTS PROGRAM**

This grant funding agreement is made on _____ 2023 by and between the _____, a public body, hereinafter referred to as "Recipient," and the Madera County Transportation Commission, hereinafter referred to as "MCTC."

WHEREAS, the California Department of Housing and Community Development (HCD) has provided grant funds through the Regional Early Action Planning (REAP) Program; and

WHEREAS, MCTC is a recipient of these grant funds under the Valley-wide MOU; and

WHEREAS, the MCTC is authorized to use the grant funds (hereinafter REAP Funds) to assist local agencies, including suballocation, to promote projects which otherwise qualify for REAP funds; and

WHEREAS, the Recipient has submitted a Grant Application, which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The MCTC agrees to allocate REAP Funds paid to MCTC under the Memorandum of Understanding between Fresno Council of Governments and the State of California Department of Housing and Community Development.
2. Grant funds cannot be disbursed until this Agreement has been fully executed.
3. The Recipient agrees to use REAP Funds only for the REAP eligible project(s) described in Exhibit A.
4. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.
5. The Recipient agrees to reimburse funds back to MCTC if it is determined that REAP Funds were used for ineligible projects.
6. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
7. The Recipient agrees to cause the completion of the project(s) by June 30, 2024. Failure to complete the project(s) on a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

8. The Recipient must bill based on clear deliverables outlined in the Agreement or budget timeline. Only approved and eligible costs incurred for work after the date of an executed agreement with MCTC are eligible.
9. Work must be completed prior to requesting reimbursement.
10. Project invoices will be submitted to MCTC by the Recipient on a monthly basis.
11. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.
12. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. MCTC may withhold 10 percent of the grant until grant terms have been fulfilled.
13. The Recipient must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
14. The Recipient shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records or expenditures incurred during the course of the project, in accordance with generally accepted accounting principles.
15. The Recipient agrees that MCTC or designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of the Agreement.
16. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
17. At any time during the term of the Agreement, MCTC or HCD may perform, or cause to be performed, a financial audit of any and all phases of the award. At MCTC's or HCD's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.
18. MCTC or HCD may request additional information, as needed, to meet other applicable audit requirements.
19. MCTC or HCD may monitor expenditures and activities of an applicant, as deemed necessary, to ensure compliance with Program requirements.

20. Subcontractors employed by the Recipient and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

REPORTING

- 1. The Recipient will be responsible for compiling and submitting all invoices and reporting documents. Recipients will submit for reimbursements to MCTC based on actual costs incurred.
- 2. The Recipient agrees to submit a quarterly report to MCTC describing the progress towards completion for all project(s) listed in Exhibit A. The reports should describe the work that has been completed, and a copy of any project deliverables.

REMEDIES OF NON-PERFORMANCE

- 1. In the event that it is determined, at the sole discretion of MCTC or HCD, that the Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from MCTC or HCD to stop work, the Recipient shall cease all work under the Agreement. MCTC or HCD has the discretion to determine that the Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Recipient to resume work under the Agreement.
- 2. Both the Recipient and MCTC have the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Recipient or MCTC to rectify any deficiency(ies) prior to the early termination date. The Recipient shall submit any requested documents to MCTC within 30 days of the early termination notice.
- 3. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- 4. MCTC or HCD may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code Section 50515.04(e).

ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant the State and/or the MCTC auditors access to the Recipient’s books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized State or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by the State, whichever is later.

TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, if applicable, for each project within sixty (60) days of completion.

GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived

REAP 1.0 Master Agreement Between the Madera County Transportation Commission and

at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties, and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect through June 30, 2024, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

AMENDMENTS

REAP 1.0 Master Agreement Between the Madera County Transportation Commission and

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:

Name
Title

Date

Approved as to Form:

Attorney

Date

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE _____
FOR THE REGIONAL EARLY ACTION PLANNING (REAP) 1.0 GRANTS PROGRAM**

This grant funding agreement is made on _____ 2023 by and between the _____, a public body, hereinafter referred to as "Recipient," and the Madera County Transportation Commission, hereinafter referred to as "MCTC."

WHEREAS, the California Department of Housing and Community Development (HCD) has provided grant funds through the Regional Early Action Planning (REAP) Program; and

WHEREAS, MCTC is a recipient of these grant funds under the Valley-wide MOU; and

WHEREAS, the MCTC is authorized to use the grant funds (hereinafter REAP Funds) to assist local agencies, including suballocation, to promote projects which otherwise qualify for REAP funds; and

WHEREAS, the Recipient has submitted a Grant Application, which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The MCTC agrees to allocate REAP Funds paid to MCTC under the Memorandum of Understanding between Fresno Council of Governments and the State of California Department of Housing and Community Development.
2. Grant funds cannot be disbursed until this Agreement has been fully executed.
3. The Recipient agrees to use REAP Funds only for the REAP eligible project(s) described in Exhibit A.
4. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.
5. The Recipient agrees to reimburse funds back to MCTC if it is determined that REAP Funds were used for ineligible projects.
6. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.
7. The Recipient agrees to cause the completion of the project(s) by June 30, 2024. Failure to complete the project(s) on a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

8. The Recipient must bill based on clear deliverables outlined in the Agreement or budget timeline. Only approved and eligible costs incurred for work after the date of an executed agreement with MCTC are eligible.
9. Work must be completed prior to requesting reimbursement.
10. Project invoices will be submitted to MCTC by the Recipient on a monthly basis.
11. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.
12. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. MCTC may withhold 10 percent of the grant until grant terms have been fulfilled.
13. The Recipient must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
14. The Recipient shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records or expenditures incurred during the course of the project, in accordance with generally accepted accounting principles.
15. The Recipient agrees that MCTC or designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of the Agreement.
16. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
17. At any time during the term of the Agreement, MCTC or HCD may perform, or cause to be performed, a financial audit of any and all phases of the award. At MCTC's or HCD's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.
18. MCTC or HCD may request additional information, as needed, to meet other applicable audit requirements.
19. MCTC or HCD may monitor expenditures and activities of an applicant, as deemed necessary, to ensure compliance with Program requirements.

20. Subcontractors employed by the Recipient and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

REPORTING

- 1. The Recipient will be responsible for compiling and submitting all invoices and reporting documents. Recipients will submit for reimbursements to MCTC based on actual costs incurred.
- 2. The Recipient agrees to submit a quarterly report to MCTC describing the progress towards completion for all project(s) listed in Exhibit A. The reports should describe the work that has been completed, and a copy of any project deliverables.

REMEDIES OF NON-PERFORMANCE

- 1. In the event that it is determined, at the sole discretion of MCTC or HCD, that the Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from MCTC or HCD to stop work, the Recipient shall cease all work under the Agreement. MCTC or HCD has the discretion to determine that the Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Recipient to resume work under the Agreement.
- 2. Both the Recipient and MCTC have the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Recipient or MCTC to rectify any deficiency(ies) prior to the early termination date. The Recipient shall submit any requested documents to MCTC within 30 days of the early termination notice.
- 3. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- 4. MCTC or HCD may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code Section 50515.04(e).

ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant the State and/or the MCTC auditors access to the Recipient’s books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized State or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by the State, whichever is later.

TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, if applicable, for each project within sixty (60) days of completion.

GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived

REAP 1.0 Master Agreement Between the Madera County Transportation Commission and

at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties, and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect through June 30, 2024, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

AMENDMENTS

REAP 1.0 Master Agreement Between the Madera County Transportation Commission and

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:

Name
Title

Date

Approved as to Form:

Attorney

Date



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

5.G

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Information Technology Department		DEPARTMENT CONTACT Tania Say 559-661-5267		AGENDA ITEM 5.G Consent Calendar	
SUBJECT: Microwave System Upgrade			REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10257	DATE REC'D
STRATEGIC FOCUS AREA(S): Technology					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Contract				DOCUMENT NO(S).	

RECOMMENDED ACTIONS:

County Microwave Systems.

1. Consideration of entering into an Agreement with Nokia of America Corporation in the amount of \$695,878.61 to upgrade the County microwave system for Fiscal Year 2023-2024 and authorize the Chairman to sign.
2. Consideration of entering into an Agreement with Nokia of America Corporation in the amount of \$39,856.00 for a five-year maintenance and support agreement for Fiscal Years 2023-2028 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The County's microwave system infrastructure currently has aging, non-supported and obsolete equipment that must be replaced. The upgrade will include the replacement of equipment, specifically, antennas (dishes), transmission lines, transmitters, receivers, increase bandwidth, secure additional microwave frequencies and ancillary equipment providing Public Safety Land Mobile Radio (LMR) traffic point-to-point/site to site coverage services along with County data transmission services. The five year maintenance and support agreement with Nokia of America will provide maintenance and support for the new and upgraded microwave system equipment.



BOARD OF SUPERVISORS COUNTY OF MADERA

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FISCAL IMPACT:

The total costs of the microwave system infrastructure upgrade is \$698,878.61 and the first year cost of the maintenance and support agreement is \$5,744.00. Sufficient funds have been budgeted in Microwave Radio Services, ORG Key 11300 to cover the costs.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 5: Technology

ATTACHMENTS

1. Rev. Nokia Agreement RE Microwave Deployment and IP-Routers (CRM 51956) - Agmt 1 of 2 4860-5507-3427 2
2. Rev. Nokia Agreement RE Microwave Maintenance Services (CRM 51956) - Agmt 2 of 2 4875-0800-7571 2

MADERA COUNTY CONTRACT NO. _____
(Information Technology: Nokia – Microwave Deployment and IP-Routers Software Upgrades Services)

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 (“Effective Date”), by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and NOKIA OF AMERICA CORPORATION (“CONTRACTOR”).

AGREEMENT

1. **TERM.** This Agreement shall commence upon the Effective Date and terminate upon completion of services, unless sooner terminated. Following the execution of this Agreement, the parties shall mutually agree to a project schedule and completion date. Notwithstanding the foregoing, this Agreement is made under the National Association of State Procurement Officials (“NASPO”) Cooperative Purchasing Master Agreement No. 00318 (“Master Agreement”), attached hereto as Exhibit “A” and incorporated herein by this reference, which is effective January 1, 2022, and ends on December 31, 2026. However, the Master Agreement term may be extended for an additional twenty-four (24) months, subject to Enterprise Services’ (the entity which the Washington State Legislature has authorized to make the NASPO Cooperative Purchasing Master Agreements available) sole, reasonable judgement, the determination of which shall occur no later than June 30, 2025.

2. **SCOPE OF SERVICES.** This Agreement is a result of the Master Agreement, which was awarded as a result of RFP # 00318 by the State of Washington Department of Enterprise Services, in furtherance of the NASPO ValuePoint Cooperative Purchasing Program with CONTRACTOR to provide Public Safety Communication

Support Equipment. The State of California Participating Addendum No. 7-22-70-49-15 ("Participating Addendum") leverages the Master Agreement for California public entities. CONTRACTOR shall perform those services and accomplish those tasks as outlined in Exhibit "A"; the Participating Addendum, attached hereto as Exhibit "B"; the Statement of Work, attached hereto as Exhibit "C"; and the Detailed Pricing Summary, attached hereto as Exhibit "D"; each of which are incorporated herein by reference. As a public entity, COUNTY is subject to the California Public Records Act (Gov. Code § 7920.000 et seq.) and the Ralph M. Brown Act (Gov. Code § 54950 et seq.), and as such the parties agree and acknowledge that all information and documents related to the award and performance of this Agreement are subject to the requirements thereof.

3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 016 ("MC 016"), found at: <https://www.maderacounty.com/i-want-to/view-county-master-contracts>, is incorporated herein by reference. CONTRACTOR shall adhere to all terms and conditions of MC 016, except for the following sections, which shall take precedence over the same terms within MC 016 or supersede where conflicting.

a. Section 10.01.6 shall be deleted in its entirety.

b. Section 11.02 is amended to read as follows: "Upon satisfaction of payment to CONTRACTOR, retain the reports and other documents prepared by CONTRACTOR".

c. Section 11.04 shall be deleted in its entirety.

Additionally, in the event of any inconsistency between the terms of this Agreement, the Exhibits and MC 016, the order of precedence shall be as follows:

- a. Exhibit "B" – Participating Addendum.
 - i. IT General Provisions, as referenced in Section 3.A.2. of Exhibit B, are located at: <https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf>.
- b. Exhibit "A" – Master Agreement.
- c. This Agreement.
- d. Exhibit "C" – Statement of Work.
- e. Exhibit "D" – Detailed Pricing Summary.
- f. Madera County Master Contract No. 016, as amended by this

Section 3.

4. **COMPENSATION AND COSTS.** For services performed under this Agreement, CONTRACTOR shall be compensated as set forth in Exhibit "C" and Exhibit "D," attached hereto. COUNTY shall pay CONTRACTOR an amount not to exceed Six Hundred Ninety-Five Thousand Eight Hundred Seventy-Eight Dollars Sixty-One Cents (\$695,878.61).

5. **NON-APPROPRIATIONS.** The parties understand that the COUNTY is a public entity, and as such the parties agree that the terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services to be provided may be modified or this Agreement may be immediately terminated by COUNTY without penalty.

//

6. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Tania Say, Chief Information Officer
Office of Information Technology
200 West 4th Street
Madera, CA 93637

CONTRACTOR

Nokia of America Corporation
3201 Olympus Blvd.
Dallas, TX 75019

With Copy to

Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

7. **INSURANCE.** CONTRACTOR shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00), combined single limits; errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000.00); and workers' compensation insurance as required by California law. General liability policies shall name the County of Madera as additional insureds.

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* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

NOKIA OF AMERICA CORPORATION

Approved as to Legal Form:
COUNTY COUNSEL

By: Desiree Obleton
Desiree Obleton (Nov 27, 2023 17:41 CST)

(Signature)

By: Amanda Savage
Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email =
asavage@lozanosmith.com C = US
O = Lozano Smith
Date: 2023.11.27 11:39:09 -08'00'

Desiree Obleton

(Print Name)

Title: Commercial Contracts Manager

ACCOUNT NUMBER(S)

By: Matt Young
Matt Young (Nov 27, 2023 17:51 CST)

(Signature)

Matt Young

(Print Name)

Title: Head of Enterprise - North America

EXHIBIT A



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

NOKIA OF AMERICA CORPORATION

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

- 5.1 MICROWAVE: CARRIER GRADE, PACKET DATA (NATIVE IP)**
- 5.2 MICROWAVE: NETWORK GRADE**
- 5.5 MICROWAVE: CARRIER GRADE, NATIVE TIME DIVISION MULTIPLEX (TDM)**
- MICROWAVE SUB-CAT 5.1 INDOOR SOLUTION**
- MICROWAVE SUB-CAT 5.1 OUTDOOR SOLUTION**
- MICROWAVE SUB-CAT 5.2 INDOOR SOLUTION**
- MICROWAVE SUB-CAT 5.2 OUTDOOR SOLUTION**
- MICROWAVE SUB-CAT 5.5 INDOOR SOLUTION**
- MICROWAVE SUB-CAT 5.5 OUTDOOR SOLUTION**

This Cooperative Purchasing Master Agreement (“Cooperative Purchasing Master Agreement”) is made and entered into by and between Enterprise Services acting by and through the State of Washington (“Enterprise Services”) and Nokia of America Corporation, a Delaware corporation (“Contractor”) and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.
- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the ‘lead state’ to conduct a competitive procurement in compliance with that state’s procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia

and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Categories identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Categories as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Cooperative Purchasing Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:
 - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
 - Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to

Participating States who wish to utilize the Cooperative Purchasing Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. **PARTICIPANTS AND SCOPE.** This Cooperative Purchasing Master Agreement may be utilized under the following conditions:
 - 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Purchase Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in Purchase Orders utilizing this Cooperative Purchasing Master Agreement.
 - 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
 - 2.3. **PARTICIPATING ADDENDUM.** Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
 - 2.4. **PURCHASING ENTITY RIGHTS.** Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

- 2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the categories above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See Nokia of America Corporation Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See Nokia of America Corporation Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.
- 3.6. PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract

Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper thirty (30) day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1 st	April 1 st
April 1-June 30	June 1 st	July 1 st
July 1- September 30	September 1 st	October 1 st
October 1-December 31	December 1 st	January 1 st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be manufactured by the Awarded Contractor. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. Additional product options may be considered for approval with proper thirty (30) day notice at the discretion of the Lead State.

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Economic Price Adjustment requests for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
 - 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
 - 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington

State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.5. **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with

business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.

- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.
- 4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Washington Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

- 4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER’S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchasing Entity Order”). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

Solution components must be equal to or greater than thirty-three percent (33%) manufactured by the Contractor. Prior to executing an order for a “Solution”, Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

- (a) All order documents must, at a minimum, reference
 - the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
- (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity’s purchasing office, or to such other individual identified in writing in the Order.
- (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or

termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.
- (b) Contractor shall ship all goods purchased pursuant to this Master Agreement FOB Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and

approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.
- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.

- 5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.
- 5.8. SOFTWARE LICENSE AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software license shall apply to such transaction. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Participating Entity. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, limited license to publish, translate, reproduce, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Cooperative Purchasing Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third-party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.
- 5.9. SUBSCRIPTION SERVICES AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement shall apply to such transaction. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Participating Entity.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
 - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - Contractor's Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable goods/services
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

<p>Enterprise Services Attn: Contract Administrator 00318 Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov</p>	<p>Nokia of America Corporation Attn: Eric Negley 600 Mountain Avenue Murray Hill, NJ 07974 Tel: (908) 679-6514 Email: eric.negley@nokia.com</p>
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Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.

7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

<p>Enterprise Services Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov</p>	<p>Nokia of America Corporation Attn: Head of Legal & Compliance 600 Mountain Avenue Murray Hill, NJ 07974 Email: jody.bishop@nokia.com</p>
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Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

8.1. **SUMMARY SALES DATA.** Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this

Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.
- 8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any

litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.2. **AUDIT.** Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. **REQUIRED INSURANCE.** During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. **INSURANCE CERTIFICATE.** Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations

are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington’s Public Records Act, RCW 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor’s sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor’s failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor’s operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services’ reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor’s right under this Cooperative Purchasing Master Agreement. All of Contractor’s obligations to Enterprise Services and Purchasing Entity survive termination of Contractor’s rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. **REMEDIES for DEFAULT.**

- (a) Enterprise Services’ rights to suspend and terminate Contractor’s rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing

Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.

- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to either Party under the applicable commercial code.

- 14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participating Entity be liable to the other for exemplary or punitive damages. Contractor's total liability shall not exceed \$2,000,000 per occurrence or \$8,000,000 aggregate; provided, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of negligence or personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

- 14.5. GOVERNMENTAL TERMINATION. Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or

termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.

- (a) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 15.3. INDEMNIFICATION – Intellectual Property. The indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim,

it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption and Consent Agreement, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery of such goods and/or services to Purchasing Entity.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt

to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

- 17.12. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal,

discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 17.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. **CAPTIONS & HEADINGS.** The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. **ELECTRONIC SIGNATURES.** An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

NOKIA OF AMERICA CORPORATION
A DELAWARE CORPORATION

By: *Eric W. Negley*
Eric W. Negley
Its: Commercial Contract Manager
By: *Robert M Fennelly*
Bob Fennelly
Its: Enterprise Head of Sales, East

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall

furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:

**Cooperative Purchasing Master Agreement Insurance Certificate –
Cooperative Purchasing Master Agreement No. 00318 – Public
Safety Communications Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

NASPO 00318 NVP-MA-Nokia-Clean 20211118 N2-Signed

Final Audit Report

2021-11-21

Created:	2021-11-19
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9_cyMI3z7EkFbCwb7XSeOU7ignCwFFtm

"NASPO 00318 NVP-MA-Nokia-Clean 20211118 N2-Signed" History






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EXHIBIT B

**STATE OF CALIFORNIA PARTICIPATING
ADDENDUM NUMBER 7-22-70-49-15**

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
Nokia of America Corporation (Contractor)

This Participating Addendum Number 7-22-70-49-15 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Nokia of America Corporation (hereafter referred to as "Contractor") under the lead state of Washington NASPO ValuePoint Master Agreement Number 00318.

1. SCOPE

- A. This Participating Addendum covers the purchase of Public Safety Communications Products, Services, and Solutions under the Washington NASPO ValuePoint Master Agreement. The Washington NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product and service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Washington NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin on January 1, 2022, or upon signature approval by the State, whichever is later. The term will end on December 31, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT) effective 11/19/2021.
- 2) Attachment A, Public Safety Radio Goods Special Provisions, TDe-947 (Rev. 12/2016).

B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-22-70-49-15
- 2) Washington NASPO ValuePoint Master Agreement Number 00318

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Washington NASPO ValuePoint Master Agreement Number 00318 are allowed under this Participating Addendum:

Category 5 – Microwave Radio

Sub-Category 5.1 – Microwave: Carrier Grade, Packet Data (Native IP)

Sub-Category 5.2 – Microwave: Network Grade

Sub-Category 5.5 – Microwave: Carrier Grade, Native Time Division Multiplex (TDM)

RADIO SOLUTION

Microwave Sub-Cat 5.1 Indoor Solution

Microwave Sub-Cat 5.1 Outdoor Solution

Microwave Sub-Cat 5.2 Indoor Solution

Microwave Sub-Cat 5.2 Outdoor Solution

Microwave Sub-Cat 5.5 Indoor Solution

Microwave Sub-Cat 5.5 Outdoor Solution

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. The following restrictions apply to state agency purchases under this Participating Addendum:

- 1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order. State Departments are responsible for obtaining an exemption from California Governor's Office of Emergency Services, Public Service Communications (CAL OES-PSC) prior to issuing a purchase order. This restriction is not applicable to political subdivisions/local governments.
- 2) Contractor shall reject State purchase orders for radio and related electronic equipment not stamped and signed by Cal OES-PSC, or risk termination of their Participating Addendum.
- 3) Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Public Safety Communications Products, Services, and Solutions website.

8. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

9. SUBCONTRACTORS

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

Participating Addendum 7-22-70-49-15

- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders issued by Participating Entities under this Addendum shall include the State Participating Addendum Number 7-22-70-49-15.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Recycled-Content Certification form](#) (<https://www.calrecycle.ca.gov/contracts/forms>) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment B. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment B and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
 Procurement Division
 Attn: MAPS Payment Processing
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Desiree Obleton
Phone:	214-713-4226
Fax:	N/A
Email	Desiree.obleton@nokia.com
Address:	Nokia of America Corporation Attn: Desiree Obleton 3201 Olympus Blvd., Dallas, TX 75019

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Michael Wong
Phone:	279-946-8238
Fax:	N/A
Email	Michael.Wong@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This

provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. AGREEMENT

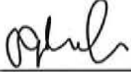
- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Agreement Number 00318, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Addendum 7-22-70-49-15

STATE OF CALIFORNIA

Department of General Services

Agency Name



3/1/2022

Authorized Signature

Date Signed

Stephanne Lim / MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

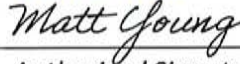
CONTRACTOR

Nokia of America Corporation

Contractor Name

Desiree Obleton

February 28, 2022



February 28, 2022

Authorized Signature

Date Signed

Desiree Obleton/Com. Contracts Manager

Matt Young/VP., Enterprise Sales NAM

Printed Name/Title of Person Signing

3201 Olympus Blvd.,
Dallas, TX 75019

Address

ATTACHMENT A



1. TECHNICAL STANDARDS

- a) Where applicable, all goods delivered shall meet or exceed the requirements contained in the Code of Federal Regulations, Title 47 Telecommunication, Chapter I Federal Communications Commission Rules and Regulations, in particular:
 - i) Part 2, Subpart I, "Marketing of Radio Frequency Devices" (47CFR2.803). All goods offered shall be authorized by the FCC by the bid due date.
 - ii) Part 15, Radio Frequency Devices (47CFR15).
 - iii) Part 90, Private Land Mobile Radio Service (47CFR90).
 - iv) Part 101, Fixed Microwave Services (47CFR101).
- b) Where applicable, all goods operating in the analog mode shall meet or exceed all applicable performance standards listed in TIA/EIA-603-C, "Land Mobile FM and PM Communications Equipment Measurement and Performance Standards", unless otherwise stated in the specification.
 - i) The State may consider goods operating within 30-50 MHz that are tested under comparable performance standards listed in TIA-603 and possibly EIA-152-C, "Minimum Standards for Land Mobile Communication FM or PM Transmitters, 25-866 MHz" and EIA/TIA-204-D, "Minimum Standards for Land Mobile Communication FM or PM Receivers, 25-866 MHz" (which were superseded by TIA/EIA-603).
 - ii) Specification compliance testing conducted by the State, however, will be conducted in accordance with the methods, procedures, and requirements of TIA/EIA-603-C, unless otherwise stated in the specification. All measurements of transmitter radio frequency specifications shall be made at the transmitter chassis antenna connector. All measurements of receiver radio frequency specifications shall be made at the receiver chassis antenna connector. Measurements of received audio response and distortion shall be made at the speaker output.
 - iii) The performance requirements contained within the technical specifications further define and, in some cases, exceed the requirements contained in TIA/EIA-603-C. In the event of a conflict between performance requirements contained in TIA/EIA-603-C and the performance requirements contained in the specification, the requirements contained in the specification shall prevail.

- c) Where applicable, all goods operating in the digital mode shall meet or exceed all applicable APCO Project 25 system standards listed in the TIA/EIA 102 series of standards, interim standards and technical bulletins.
- d) Where applicable, all goods operating within 806-809 / 821-824 MHz and 851-854 / 866-869 MHz shall comply with the recommendations set forth in the National Public Safety Planning Advisory Committee 800 MHz NPSPAC Channel Regional Communications Plan for Regions 5 and 6 approved by the Federal Communications Commission (FCC) in 47CFR90.621(g).

2. SPECIAL ORDERING PROVISIONS

During the thirty-calendar day period immediately following purchase order issuance, the State reserves the right to increase the quantity ordered by up to twenty-five percent, or as otherwise specified, at rates not to exceed those contained herein.

3. SPECIFICATION COMPLIANCE TESTING

- a) Goods may be inspected before acceptance for workmanship, appearance, and conformance to all other requirements of the specifications. The State may reject any shipment or item of a shipment that is not in compliance with specification requirements or is otherwise defective in any manner.
- b) Within fifteen calendar days after contractor first receives notice of rejection, contractor shall, if requested by the State, remove rejected goods from the State's facilities. Upon failure of contractor to remove such goods from the State's facilities within the specified period, the State may forward such goods to contractor by common carrier, at contractor's expense and risk.
- c) Unless otherwise specified at time of rejection, and at no cost to the State, all rejected goods shall be repaired or replaced by contractor and shall be returned to the State within thirty calendar days from the date the goods are made available on, or removed from, the State's facilities, whichever occurs first.
- d) Unless otherwise specified at time of rejection, if contractor does not deliver goods meeting specifications within sixty calendar days from the date the goods are made available on, or removed from, State's facilities, whichever occurs first, contractor shall be deemed to be in default, and the State will terminate the purchase order in whole or in part in accordance with the Termination for Default provision contained in the General Provisions.

- e) At the State's option, contractor may be permitted to make repairs of rejected goods at the State's facilities.

4. MINIMUM GUARANTEES AND WARRANTIES

- a) Contractor is responsible for all guarantees and warranties required herein. Any guarantee/warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.
- b) If contractor is other than the manufacturer of goods delivered, contractor warrants that the manufacturer has authorized contractor to sell goods delivered. At the request of the State, written verification by manufacturer of such authorization shall be immediately provided.
- c) All goods delivered shall be guaranteed by contractor against defects for eighteen months from date of acceptance.
- d) During the guarantee period, contractor shall repair or replace, at its option and expense, all defective goods, or refund the purchase price thereof.
- e) Unless otherwise specified at time of requested repair, if contractor has not completed guarantee repair within thirty calendar days after notification of a malfunction, the State may effect such repairs and bill contractor for material cost and labor cost at the State technician current hourly rate.
- f) Workmanship and materials provided by contractor in the performance of any installation work required shall be guaranteed for ninety calendar days after installation. Workmanship or materials which are found to be defective during this period shall be promptly corrected at contractor's expense.
- g) During the Warranty Period, Contractor shall manage the individual warranties and maintenance services (if any) of the third-party Goods. If the third-party Goods do not function as warranted during the Warranty Period, Contractor will correct the deficiency

5. DESIGN DEFECT

- a) A design defect, based on the number purchased from the contract, shall be defined as identical failures occurring within five years after delivery in at least five units or five percent, whichever is larger, of identical assemblies, subassemblies, or parts supplied. (Shall be based on the number delivered to the State of California).
- b) Delivered goods shall be guaranteed by contractor against design defects for five years from date of acceptance. Upon written notification to and confirmation by contractor of design defects evidenced within the five-year guarantee period, contractor shall take prompt corrective action, at no cost to the State.
- c) Whenever it is necessary for contractor to take corrective action of design defects, contractor shall take the same corrective action in all identical goods supplied.
- d) All parts and materials used in corrective action for design defects shall be guaranteed by contractor against defects for one year from date of such corrective action.

6. SERVICE PROVISIONS

- a) Contractor shall provide the following services that will repair or exchange, in the times indicated, all defective goods returned by the State for repair.
 - i) Emergency no-charge warranty service within five calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - ii) Non-emergency no-charge warranty service within twenty calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - iii) Emergency full-charge nonwarranty service within five calendar days, excluding shipping time, for defective goods returned after expiration of the guarantee period.

7. AVAILABILITY OF REPAIR PARTS

- a) Contractor shall notify State of the date of last manufacture for all goods delivered.
- b) For a period of seven years from the notice of last manufacture, contractor shall make available to the State exact replacement parts for use in the delivered goods.
- c) If exact replacement parts are not available, contractor may substitute equal or similar parts which do not deteriorate performance and which will continue to meet all specifications in effect at the time of purchase.

8. AVAILABILITY OF MANUALS

- a) Contractor shall offer for free, or for purchase, complete service and repair manuals of the products offered on the contract.
- b) The manuals shall include theory of operation, board level schematics and complete parts lists.

9. AVAILABILITY OF TOOLS AND ADAPTORS

- a) Contractor shall offer for free, or for purchase, any specialized tools or adaptors needed to complete factory level repairs.
- b) The specialized tools and adaptors provided by the contractor shall enable technicians to complete factory level repairs, at the purchaser's repair and maintenance facilities, without voiding factory warranty.

10. SOFTWARE USAGE/LICENSE REQUIREMENT

- a) The California Governor's Office of Emergency Services, Public Safety Communications, and/or the purchasing agency shall be permitted to make unlimited copies of any software required for installation and maintenance of goods supplied. Such copies shall be for the sole and exclusive use of the State designated maintenance and engineering personnel in the installation, maintenance, and operation of the delivered goods.
- b) Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties, including Department of General Services, Procurement Division and Public Safety Communications Agency.

ATTACHMENT B

Participating Addendum No. 7-22-70-49-15
 Attachment B
 Page 1 of 1

Usage Report: Public Safety Communication Support Equipment

Contract Number:	NASPO D0318: CA Participating Addendum No. 7-22-70-49-15
Contractor:	Nokia
Reporting Period:	Quarter & Year
Report Value:	\$ -
Administrative Fee of 1.0%:	\$0.00

Ordering Agency Full Name	State/Local Spend	PO Number	Order Date	Category ID	Manufacturer Part Number	Item Description	Quantity	List Price	Contract Unit Price	Extended Contract Price PAID	Index Date/ Catalog Version

EXHIBIT C

Madera County, CA
Microwave Deployment and IP-Routers
Software Upgrades Services

Statement of Work

Quotation Number: 23.US.334341.04

09 October 2023

Wavence/UBT-I

NOKIA



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About Nokia

At Nokia, we create technology that helps the world act together.

As a B2B technology innovation leader, we are pioneering the future where networks meet cloud to realize the full potential of digital in every industry.

Through networks that sense, think and act, we work with our customers and partners to create the digital services and applications of the future.

<http://www.nokia.com> || <http://networks.nokia.com>

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1 Introduction

This Statement of Work ("SOW") describes the deliverables, parties, respective responsibilities, and other conditions applicable for the provision of Microwave Deployment Services ("Service(s)") by Nokia of America Corporation ("Nokia") for the County of Madera, CA ("Madera County" or "Customer"). Performance of the Services described in this SOW shall be governed by the state of California's Participating Addendum #7-22-70-49-15 leveraging the NASPO ValuePoint Master Agreement 00318 ("Agreement"). No obligation to provide any of the Services described herein arises unless an order for such Service, incorporating the terms of this SOW, has been placed by Madera County and accepted by Nokia. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein. Nokia's performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this SOW.

2 Project Description

2.1 Project Description: MW Deployment Service

Nokia will provide deployment Services for 5-HOP Wavence UBT-I as part of a solution to design and integrate the microwave backhaul network to be deployed in support of Customer's microwave services modernization project ("Project"). Nokia will furnish and install 5 HOP of microwave radios as part of this Project, install MSS, Radio Rack, Wave Guide, High performance antenna, and associated parts, test and turn-up the newly installed microwave radio, and provide engineering Services, microwave system design Services and integration Services. Any changes to the scope of this SOW, due to either the results of actual site surveys or -Customer changes, may result in additional charges to Partner and must be set forth in a mutually acceptable change order to this SOW.

Regarding MW installation services, Nokia will perform hot cuts to the next paths:

- a. Deadwood Pk. – Madera Radio Dispatch
- b. Deadwood Pk. – Chowchilla
- c. Installation for the the above 2 paths should be install with minimum outage
 - i. Move existing radio to diversity antenna
 - ii. Replace main antenna with new antenna
 - iii. Install new radio to the new installed antenna
 - iv. cut traffic to the new radio
 - v. Replace diversity antenna with new antenna
 - vi. Connect radio to existing antenna
- d. Deadwood Pk. – Oakhurt
 - i. This path to install with minimum outage

2.1.1 Equipment configurations

The Services described in this SOW are exclusively for the following Products and quantities:

- 4* UBT-I HP XCVR U6 GHz (6425 - 7125)
- 4* UBT-I HP XCVR L6 GHz (5925-6425)
- 4* UBT-I HP XCVR 11 GHz (10700 - 11700)
- 4* UBT-I HP XCVR L6 GHz WITH COMBINER (5925-6425)
- 5* Seismic Rack 7 ft tall,19 inch wide
- 4* ANT MW VHLP6-6W-6WH/B ANTN 1.8M SP
- 4* ANT MW VHLPX6-6W-6WH/B. DP_CPR137G
- 2* ANT MW VHLP3-11W-6WH/A-3, SP,Rad No strut
- Standard Elliptical Waveguide

2.2 Project Description: IP-Routers Software Upgrades

This Statement of Work ("SOW") describes Nokia deployment and professional services for Madera County to perform Software Upgrade for IP-Routers from release 8 and release 9 to release 22 for routers in their existing network, this project includes the reconfiguration of five (5) existing 7705 SAR-8s to add four (4) Microwave according to Figure 1.

This SOW covers the following Services:

- Project Management Service
- Network Integration – IP Service Routers
- Software Upgrade – IP Service Routers

2.2.1 Equipment Configuration

The Services described in this SOW are exclusively for the following products:

Software Upgrade - IP Service Routers:

Number of nodes (by type) in-scope for the Software Upgrade Service:			
Node Type	Current Release	Target Release	Nodes
7210 SAS-Sx	9.0.R4	22.9	6
7705 SAR-8	8.0.R7	22.10	9

-
-
-

Network Integration – IP Service Routers

- 5 x 7705 SAR-8 - existing

2.2.2 Network Diagram

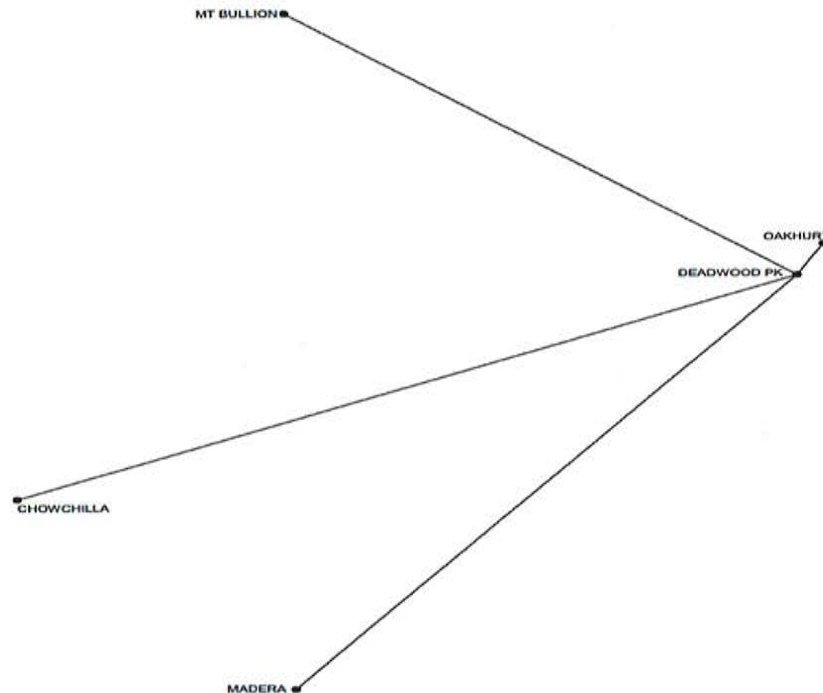


Figure 1. Microwave hops to be added the existing Network.

3 Microwave Deployment Services

Microwave equipment in Madera County' network as more specifically described in the sections below. Engineers will work with Madera County to create a microwave design, define technical requirements, and determine the bill of materials required for the project. Installation technicians will perform installation and commissioning of the equipment including tasks such as antenna system, and radio system installation, test, and commissioning. Work is coordinated by dedicated project and program management resources. Depending on the project scope, various other services may be included such as: feasibility studies, path surveys, microwave path design, frequency planning, other equipment installation services, and equipment removal.

Nokia and Madera County responsibilities will be designated with the following:

N	Nokia
C	Customer (Madera County)

3.1 Responsibilities - Management Services

Facilitate escalation of issues and access to research and development, technical assistance, product line management, and manufacturing support functions.

The following program office personnel will be assigned to the Project:

3.1.1 Program Manager (PM)

The PM is the Nokia individual responsible for the day-to-day activities required for successful deployment and completion of the Project. The PM will maintain control of the Project and has access to those resources required for successful completion of the work. The PM is the Madera County' primary point of contact during the performance of the work.

Tasks	N	C
Program Manager (PM):		
Comply with the terms and conditions of the Agreement and Purchase Order	x	
Collaborate to develop a baseline schedule that includes critical paths and key milestones outlined in the SOW.	x	x
Approval of the baseline schedule prior to the commencement of Project deployment		x
In the event of any scope changes issue a Change request in accordance with the defined Change Management process	x	x
Review and approval of the Change request prior to any additional work starting in accordance with the defined Change Management process	x	x
Gain consensus/approval on a communication plan which includes: Status meeting location/duration/frequency Reporting frequency/content, distribution list and media type Escalation path.	x	

Tasks	N	C
Provide contact list, for Project resources and stakeholders.		x
Manage Resources – allocate staff and other resources (e.g., equipment, laboratories, etc.), and gain commitment to Project schedule.	x	
Analyze and track Project risks to verify that risks are identified, status is reported, and appropriate risk response plans are executed. Escalate and issue jeopardies as necessary.	x	
Site readiness checklist listed, ownership defined and approved	x	x
Manage close-out activities before any necessary resources are released. Verify that all activities within scope of Nokia's responsibility under accepted purchase orders have been completed, including a mutually agreed upon Acceptance Test Procedure.	x	
Place timely purchase orders for all goods and services included in the Project.		x
Provide access to facilities and systems as required.		x
Provide Nokia with all information necessary to perform services with technical configuration information.		x
Procurement Management - The PM coordinates and updates as required the Bill of Materials ("BOM") and tracks the procurement and delivery of materials that have been purchased from Nokia including third party content.	x	
Risk Management - The PM identifies and analyzes risks in the Project. The PM proposes mitigation plans as necessary, and report and escalate risks as required.	x	

3.1.2 Deliverables

Tasks	N	C
Program Manager (PM):		
Baseline schedule	x	
Provide accurate dates of tasks and deliverables for inclusion to Baseline Schedule for the key milestones that affect the implementation schedule.		x
Approved Baseline Schedule within five (5) business days		x
Communication Plan	x	
Provide the documents listed as part of the Frequency Planning, Coordination, Licensing and Engineering Phase and provide timely updates to the Baseline Schedule	x	
Project Closeout Documentation	x	
Approved Project Closeout Documentation		x

3.1.3 Microwave Network Engineer (NE)

The NE is the Nokia individual responsible for the Microwave Design portion of the Project's adherence to good engineering practice, responsiveness to Madera County' technical requirements and requests, and compliance with Nokia's engineering standards.

Tasks	N	C
Network Engineer (NE):		
Provide system designs that meet Madera County specifications and requirements. Define demarcation points for Nokia related work.	x	x
Define technical requirements and interfaces of other vendors and OEM equipment supplied by Nokia.	x	
Defining technical requirements and interfaces of existing equipment that will be interfacing with the Nokia microwave system.		x
Provide existing network channel plan.		x
Design and engineer a channel plan.	x	x
Review and approval of the system design within ten (10) business days		x
Provide systems and network engineering support during equipment manufacturing and field deployment phases of the Project.	x	x

3.1.4 Deliverables

Deliverables	N	C
Network Engineer (NE):		
Bill of materials for the Project.	x	
Technical documentation for Project closeout	x	
Approved System design		x

3.1.5 Deployment Project Manager (DPM)

The DPM is the individual responsible for the day-to-day activities required for successful installation and commissioning of the Microwave equipment. The DPM has resources to complete the Project on time and according to the scope defined in this SOW.

Tasks	N	C
Deployment Project Manager (DPM):		
Site acquisition		x
Civil engineering for equipment shelters and towers		x
Building and tower modifications to accommodate new equipment (if required)		x
Coordinate the site surveys required to finalize the scope of work related to the specific Project.	x	
Antenna systems and other OEM equipment procurement	x	
Radio system installation	x	

Tasks	N	C
Antenna system installation	X	
Radio system test and	X	
Antenna system test	X	
Manage Services and Standard Nokia Acceptance tests	x	

3.1.6 Deliverables

Deliverables	N	C
Deployment Project Manager (DPM):		
Provide site survey report	X	
Provide test results for radio systems	X	
Provide test results for antenna systems	X	
Provide Site close out package	X	
Approved Site close out package	X	

3.2 Responsibilities - Transmission Engineering Services

Include various engineering services that gather information to support the design of the microwave paths and the development of the frequency plan for Madera County' microwave implementation Project.

3.2.1 Feasibility Studies

Feasibility studies are prepared by Nokia using preliminary and unverified microwave path information provided by the Madera County or other sources. Feasibility studies are used to form a baseline for equipment and radio frequency system design. This baseline can then be used for budgetary estimates.

Tasks	N	C
Feasibility Studies:		
Nokia requires the following information to perform feasibility studies:		
Latitude and Longitude of the proposed microwave sites		X
Datum of the site coordinates if known (NAD27 or NAD83)		X
Existing tower heights if known		X
Ground Elevation of the sites if known		X

3.2.2 Deliverables

Deliverables	N	C
Feasibility Studies:		
Provide system topology maps	X	
Provide preliminary path profiles, path calculations and availability calculations	X	
Provide a technical report summarizing system design considerations and equipment requirements	X	

3.2.3 Path Surveys

Microwave path surveys are conducted to determine or verify site coordinates, ground elevation, on-path obstructions (location and height), tower information, and other parameters required to develop the final design of a radio link. The present and anticipated future effect of on-path obstructions, such as tree growth, is evaluated by Nokia and incorporated into the path design where applicable.

Tasks	N	C
Path Surveys:		
Provide documents relating to previous path calculations and frequency coordination		X
Provide information to the surveyors to locate the proposed microwave sites		X
Arrange surveyor access to the proposed microwave sites		X
Provide existing tower description and information		X
Provide general survey observations, comments and site photographs	X	
Provide site layouts including towers with antennas at proposed centerlines	X	

3.2.4 Deliverables

Deliverables	N	C
Path Survey:		
Provide Path Survey Report. The report based on final design and observed conditions observed in the field.	X	

3.2.5 Microwave Path Design

Path design services conducted by Nokia are based on formal field survey data gathered as described above. Path designs are considered final. The Project can move to the implementation stage based on the recommendations within the final design report.

Unless otherwise noted on the path calculation sheets, paths are designed using the following criteria:

Path Design Criteria	Nokia
Availability Objective	99.999%
1-way or 2-way Objective	2-Way

Bit Error Rate at Threshold	BER (10 ⁻⁶)		
Tasks		N	C
Microwave Path Design:			
Select frequency band and capacity requirements for each path.		X	
Determine antenna centerline heights based on Nokia's path clearance criteria.		X	
Design paths to protect against ground-based reflections.		X	
Select radio types, antenna sizes and types, power output, and protection scheme required to meet Madera County' availability and capacity requirements.		X	
Calculate path availability using industry accepted models for predicting outages and countermeasure improvements associated with normal atmospheric multi-path fading, up-fading, rain fading and obstruction fading.		X	
Notes:			
1. The warranty for the proposed path designs is described in an appendix to this SOW. 2. Feasibility studies provide preliminary assumptions and are not intended to be final designs. Madera County assumes all risks associated with installing any equipment based on a feasibility study (also known as preliminary studies).			

3.2.6 Deliverables

Deliverables	N	C
Microwave Path Design:		
Submit a final path design report, including system maps, path profiles and availability calculations.	X	

3.2.7 Frequency Planning, Coordination, Licensing and Engineering

Frequency planning Services include frequency selection, prior coordination, interference case resolution, and FCC license application documentation preparation. Fixed Microwave Service interference studies will be conducted utilizing industry accepted methods, hardware, and software to build a database that is as accurate as possible at the time of the study. Madera County must be aware that a resolution to the frequency plan (Interference Resolution) may require antenna upgrades or other changes in system design.

Tasks	N	C
Frequency Planning, Coordination, Licensing and Engineering:		
Complete frequency selection and provide frequency coordination data sheets	X	
Review and approve frequency coordination data sheets and provide licensee information		X
Complete the Prior Coordination Notice and associated Supplemental Showing documents under FCC Part 101.103(d) rules	X	
Complete the FCC 601 license application	X	
File the license application with the FCC	X	
Payment of FCC license fees (No fees for State and Local Government including education). ** Only if Licensing fees are included on offer, quote	X	

Tasks	N	C
Note(s): 1. In the event, that frequency interference is detected during the Acceptance Testing of a radio system and Nokia provided the frequency planning services, Nokia's total responsibility for correcting the problem is limited to selecting new frequencies. 2. If interference occurs after the radio system has been installed and accepted, corrective action is the sole responsibility of Madera County.		

3.2.8 Deliverables

Deliverables	N	C
Frequency Planning, Coordination, Licensing and Engineering:		
Provide frequency coordination data sheets (PCN)	X	

3.3 Responsibilities – Microwave Equipment Installation Services

Nokia and Madera County will work together based on the split of responsibilities specified below, to perform tasks associated to the physical installation of the equipment in scope.

3.3.1 Site Surveys

Site Surveys will cover visual inspection of the equipment location, review of Madera County provided documentation, and collection of information or data relevant to the preparations for the subsequent installation tasks included in this Project.

Tasks	N	C
Site Surveys:		
Provide site location and representative to be available at time of site survey.		X
<i>Provide unrestricted access</i> (e.g., permissions, keys, access codes, badges) to secured or guarded building and facilities, or provide escorted access as necessary.		X
Provide customer technical requirements, as applicable for product(s) being deployed. (Including customer specifications for site requirements)		X
Provide site documentation, drawings, and master records (if available)		X
Provide planned equipment location (if known)		X
Provide all required demarcation assignments and network configuration		X
Review the quantity and location of existing equipment and peripherals specific to the planned equipment installation (e.g. power, grounding interface, interconnected equipment, control systems, and cable/fiber duct)	X	
Determine site material required to support installation of equipment configuration.	X	

Tasks	N	C
Identify issues such as: equipment shortages, standards issues, floor space constraint and equipment compatibility issues.	X	
Review cable demarcation points and determine distance and routing for applicable cables such as power, grounding, routing, alarm, and signal cables.	X	
Determine and document locations for Nokia proposed equipment at each site.	X	
Review and approve locations for Nokia proposed equipment at each site.	X	
Identify any site alarms that are to be wired directly to the microwave radio.	X	
Review and approve the site alarms that are to be wired directly to the microwave radio.	X	
Document existing fuse and breaker position and available open positions for Project use.	X	
Validate site survey results and requirements.	X	
Approve final equipment location and provide acceptance	X	

3.3.2 Deliverables

Deliverables	N	C
Complete site survey template, including list of site survey issues, site material requirements, equipment placement, etc. for validation.	X	
Develop site survey report, including list of site requirements and responsibilities.	X	

3.3.3 Towers

Tower work covers structural analysis and construction or modification of towers in support of the Project will include the following tasks.

Tasks	N	C
Towers:		
Construct or modify tower in accordance with approved final design and the applicable version of EIA/TIA RS-222. To include painting, tower lights, safety climb ladders and lightning rods.		x
Provide and connect adequate earth ground in accordance with final design and the applicable version of EIA/TIA RS-222.		x
Provide antenna and waveguide support systems including waveguide ladder, waveguide bridge, and ground bus bars.		x
Provide and install footing hardware and building modifications required to accommodate a tripod or antenna mount on building rooftop or sidewall if applicable.		x
Provide site documentation including plot plans and architectural blueprints for towers and shelters.		x
Provide structural analysis report on existing towers or facilities to validate that they are structurally sound to accommodate new radio and antenna equipment.	x	
Provide survey documentation with proposed tower locations, property boundaries, true north, landscape details, fences and other details necessary for new towers.		x

3.3.4 Deliverables

Deliverables	N	C
Towers:		
Tower profile drawing		x
Tower structural analysis report	x	
Tower mapping report	x	
Tower readiness schedule		x

3.3.5 Radio Installation

Installation includes performing the assembly, wiring, turn-up, and testing tasks listed below in this section according to Nokia’s and/or third-party manufacturer’s prescribed procedures associated with the product.

Tasks	N	C
Radio Installation:		
LLD (Low-Level Design) for radio Configuration	x	
Approval of LLD (Low-Level Design) for radio Configuration		x
Receive and inventory equipment from local warehouse	x	
Deliver the Nokia equipment racks to each site, uncrate racks, and dispose of packing materials.	x	
Install main office /site ground as per industry standard		x
Install, power and cable shelf in rack	X	
Install radio outdoors	X	
Run power cables into the cable trays and coil them above the rack locations for the Nokia equipment		x
Cut/terminate the coiled power cables to each of the Nokia racks and ground their racks to the existing ground system.	X	
Complete power connections at radio location and circuit breaker within 30 feet of radio locations.	X	
Complete radio ground connection to Main Office/Site Ground within 50 feet of radio location.	X	
Complete radio /transmission line interface connection.	X	
Perform RFC2544 Testing.	X	
Power on radio, warm up and provision.	x	
Perform initial turn-up and standard Nokia acceptance tests on equipment as described in each Instruction Manual.	x	
Service Migration if applicable		x

Tasks	N	C
Nokia will provide a Completion Notice (CN) for each hop. Corrections to be made and exceptions to be cleared at the site are to be listed on the CN. Both Customer and Nokia shall sign the CN. Signature does not relieve Nokia of clearing the corrections and exceptions on the "punch list".	x	

3.3.6 Deliverables

Deliverables	N	C
Radio Installation:		
Turn-up and Test Documentation	x	
Measure and record transmit power	x	
Measure and record actual RSL at 9500MPR radio	x	
Record receiver fade margin (applicable only to paths designed by Nokia)	x	
RFC2544 Ethernet test results	x	
Approved Performance test results		x

3.3.7 Antenna & Waveguide/Transmission Line Systems Installation

Installation includes performing the assembly, wiring, turn-up, and testing tasks listed below in this section according to Nokia's and/or third-party manufacturer's prescribed procedures associated with the product.

Tasks	N	C
Antenna & Waveguide/Transmission line Systems Installation		
Antennas-systems delivered from local warehouse to site and inventoried.	x	
Assemble antennas, rig towers and de-rig towers upon completion.	x	
Install antennas and WG at specified centerlines.	x	
Provide and install standard leg pipe mounts.	x	
Provide and install steel support members for side braces as required	X	
Install transmission line runs, hanger kits and ground kits in accordance with manufacturer's specifications.	X	
Perform antenna and transmission line test to confirm compliance with manufacturer's specifications.	X	
Perform antenna and transmission line test to confirm compliance with manufacturer's specifications.	X	
Perform antenna alignment. Net path loss of the final path will allow for 2.0 dB of additional field margin with respect to performance calculation sheets.	X	

Tasks	N	C
Perform trash clean-up at the end of each working day.	x	

3.3.8 Deliverables

Deliverables	N	C
Antenna and Transmission Line		
Transmission line continuity test results Coax	x	

3.3.9 Decommissioning and Removal of Existing Equipment

Equipment Removal includes disconnecting and removing from equipment area obsolete or unused equipment and/or dead cables for reuse, recycling, or scrap, depending on the specific the Madera County needs.

Tasks	N	C
Decommissioning and Removal of Existing Equipment		
Turn off / Mute and identify the existing equipment to be removed		x
Approval of the equipment to be decommissioned and removed	x	
Removing existing microwave and relocating other terminal equipment as required at installation sites to accommodate installation of new equipment.	x	
Removing existing antennas and line from tower to accommodate new antenna system.	X	
Inventory the removed equipment, listing the following: A. Owning Agency B. Model Numbers C. Serial Numbers D. Asset Numbers Location from which it was removed	X	
Removal, disposal and abatement of all hazardous materials associated with the removed equipment	X	x

3.3.10 Deliverables

Deliverables	N	C
Equipment Removal:		
Remove equipment Antenna & WG same quantity which we are installing NEW	X	
Deliver decommissioned equipment to local warehouse within 50 miles designated by the Customer.	X	

3.4 Responsibilities - Acceptance of System Implementation

Acceptance Testing includes the execution of tests specified in the Nokia Standard Acceptance Test Plan with the purpose of obtaining Madera County' sign-off or acceptance.

Tasks	N	C
Acceptance of System Implementation		
Coordinate the beginning of the acceptance testing.	x	x
Execute Nokia standard acceptance test plan to validate element and network functionality.	x	x
Acceptance tests will be performed in accordance with the agreed System wide acceptance test plan for the proposed equipment.	x	

4 Software Upgrade – IP Service Routers

This SOW describes the routers software upgrade Service for, nine (9) 7705 SAR-8s and six (6) 7210 SAS-Sx from different current Releases to Release 22 for each element, according to the table in the "Equipment Configuration" section.

4.1 Tasks

Nokia, as part of the Project, shall perform the following Services:

- Conduct a call with Madera County to identify key project participants and jointly decide on the upgrade schedule.
- Perform release notes checks of target software release for SROS nodes to be upgraded
 - High level review of limited support features and enhancements
 - High level review of unsupported/deprecated features
 - High level checks of hardware limitations impacting upgrade path
 - Define upgrade path to target release
- Prepare upgrade procedure
- Validate upgrade procedure in Nokia lab
- Obtain from Madera County the list of network elements to be upgraded during each maintenance window, including in/out of band management IP address.
- On the night of the upgrade:
 - Perform pre-upgrade checks on the target routers, including:
 - Console access
 - Network element software release
 - Network element operational status
 - Network element alarms conditions
 - Backup the network element configuration files.
 - Switch to the redundant controller to verify redundancy is fully operational (if equipped).
 - Switch back to primary controller card (if equipped).
 - Download the target software release to the router.
 - Verify Control Processing Module / Control Switching Module ("CPM/CSM") synchronization (if equipped).
 - Reboot router.
 - Perform post-upgrade checks, and verify network element operation, including:
 - Network element software release
 - Network element operational status
 - Network element alarms conditions
 - OAM ping
 - Back out upgrade in case of problems, and reattempt after problems are resolved (this may require additional, billable time, if the upgrade cannot be completed in the scheduled maintenance window).
 - Provide Customer a report of upgrades completed during a maintenance window.

4.2 Deliverables

Nokia shall provide the following:

- A Method of Procedures (MOP)
- A Work Completion Form with routers upgraded to Release 22.9 for 7210 SAS-SX and 22.10 for 7705 SAR-8s

4.3 Madera County Responsibilities

In support of the Project, Madera County shall:

- Provide a list of in band and out of band addresses for the network elements to be upgraded.
- Provide access to the target routers and NSP NFM-P, login, password, and proper security permissions.
- In the case of third party remote access applications (e.g. WebEx, Citrix), ensure a reliable, secure high speed internet connection. Unreliable and slow internet connections can introduce issues impacting the software upgrade causing further delays and additional costs.
- Ensure that the NSP NFM-P System is at the proper release to manage the upgraded routers (if applicable).
- Procure the target software release / licenses for all the routers to be upgraded.
- Ensure that appropriate spares are available at each target router site in case a card does not go back into operation after the upgrade and must be replaced. For older releases, a crash kit may be advisable.
- Provide an onsite technician in case of problems with a network element during the upgrade.
- Ensure that an agreed upon number of network elements can be upgraded per maintenance window (and per market, if applicable), including but not limited to:
 - Notifying end Customers, as needed, and obtaining their consent to the upgrade.
 - Ensuring enough bandwidth is available on their network connections to the target routers to support the minimum number of upgrades.
- Adhere to a network provisioning freeze, if any, as specified by the MOP.
- Add any new required hardware to the target routers to support the software upgrade, if needed (e.g., compact flash cards of the appropriate size), prior to the software upgrade being scheduled.
- Ensure the target routers meet the minimal hardware requirements to support the target software release.

4.4 Assumptions

- All hardware is operational and cabled to its intended destinations.
- Any hardware upgrade required to meet the target software release has been completed prior to starting this service.
- The router configuration will not change during the software upgrade, except for syntax changes as indicated by the target software release notice.
- The NSP NFM-P System that manages the network elements to be upgraded is at the proper release to manage the upgraded network elements (if applicable).
- A network provisioning freeze, if any, will be adhered to, per the MOP, during the upgrade.

- Nokia developed MOPs are written for an authorized Nokia engineer to execute.
- All network elements are upgraded back to back.
- A minimum of five (5) network elements can be upgraded per maintenance window (and per market, if applicable) for a single step upgrade, or as recommended by Nokia professional services.
- The upgrades are performed during maintenance windows.
- The maintenance window is a minimum of six (6) hours long.
- Nonservice affecting tasks (e.g., software downloads, pre and post checks) may be performed outside of the maintenance windows.
- The use of this SOW is applicable to:
 - ISO-functional upgrades. No new release enabled features requiring design, testing, or configuration. If Madera County requires design, testing, and/or configuration of new release enabled features the effort is subject to an up scope.
 - Incremental upgrades: An upgrade from release N to release N+1 or N+2. If a multi-step upgrade (N+3) is required, it is subject to an up scope.
 - Homogenous upgrades: All nodes will be upgrade to Release 22.9 for 7210s and 22.10 for 7705s.

5 Network Integration – IP Service Routers

Nokia's Network Integration – IP Service Router Service provides support to reconfigure the 7705 SAR-8s on MT Bullion, Oakhurt, Deadwood PK, Chowchilla and Madera locations.

Pre-requisites:

- The delivery of this Service is contingent upon the availability of an up-to-date network design that was developed by Nokia Professional Services.

5.1 Tasks

Nokia shall:

- Obtain the appropriate data from Madera County to complete the router re-configuration, including:
 - Layer 1 connectivity, port designs, types of encapsulation
 - IP addresses
 - Ethernet interface connectivity to services
- Update the existing router High Level Network Design (HLD)
- Develop a Method of Procedure (MOP), to be reviewed and approved with Madera County, to reconfigure the network elements in the existing network.
- Establish connectivity into Madera County network for the duration of the Integration Services period.
- Develop delta configuration files, per the Nokia generated network design documentation, for all network elements covered by this Service and specifically listed in the "Equipment Configuration" section of this SOW.
- Deliver delta configuration files for existing routers to the teams who will load onto network element a minimum of one (1) week prior to the scheduled installation date.
- Verify connectivity to the nodes, once reconfiguration has been completed.
- Notify the NOC of intention to start configuration prior to making provisioning additions.
- Remotely perform any additional advanced configuration of the nodes from a centralized location via CLI.
- Remotely execute the ATP developed when the existing network was deployed, which may include, but not be limited to:
 - Validating routing configuration on new routers
 - Validating establishment of MPLS LSPs, as applicable
 - Testing connectivity among reconfigured routers and immediate neighbor routers
- Obtain sign-off from Madera County.

5.2 Deliverables

Nokia shall provide the following:

- Updated HLD
- MOP
- Delta configuration files for all nodes listed in the "Equipment Configuration" section of this SOW

- All nodes listed in the "Equipment Configuration" section of this SOW re-configured

5.3 Customer Responsibilities

Customer shall:

- Provide all relevant service and technical requirements prior to service commencement.
- Respond to Nokia technical questions and inquiries for information in a timely manner. Nokia requires turnaround on technical requests within a reasonable time frame, per mutual agreement.
- Provide remote access to the routers throughout the entire project duration from a central location (e.g. Network Operations Center – NOC).
 - The remote access will need to provide SSH and NSP NFM-P Web GUI (required for network element discovery) access to the existing network elements in the target network.
 - The remote access has to provide either remote NFM-P client connectivity to Madera County's NFM-P server (preferred) or remote terminal (VNC, WebEx, Citrix etc.) access to NFM-P clients on the network which are connected to the NFM-P server.
- Provide Nokia with the site-specific data required to build the delta configurations. This information must be provided at least ten (10) business days prior to the scheduled integration date.
- Ensure the system used for tracking IP addresses and port assignments is accessible at all times to Nokia, that outages on the system are repaired in timely manner, and that Nokia is notified of planned outage times.
- Provide onsite assistance to the Nokia engineer during the logical re-configuration testing.

5.4 Assumptions

- A Nokia developed and approved current Network Design document for the existing Madera County network is available prior to the start of this Service.
- The MOP is approved and signed-off prior to configuration file generation.
- The MOP development and execution are based on Nokia standard practices, and are customized for Madera County's network. Deviations from Nokia best practices or further customer requested customizations can be discussed and supported via the Change Management process.
- The Nokia developed MOP is to be executed by an authorized Nokia engineer.
- Delta configuration files are generated prior to the start of integration.
- Network element re-configuration work due to non-Nokia attributable reasons will be subject to an up-scope.
- The ATP developed for the original network deployment will be used.
- All work is performed during normal business hours.

6 Status Meeting and Reports

Nokia will commence Project status meetings, frequency to be mutually agreed upon, at the commencement of the Engineering Phase of the Project. Nokia will be responsible for providing the following items for the meeting.

Tasks	N	C
Status Meeting and Reports:		
Execution of the agreed Communication Plan	x	
Begin the process with the commencement of the Engineering Phase	x	
Maintain the Action Item Register and Manage issues to resolution	x	
Approval of meeting minute notes within three (3) business days		x

7 Schedule / Timeline

The activities, tasks and deliverables for this SOW have been defined and priced using the timelines and intervals set forth in the table below. Customer and Nokia will use this schedule to mutually agree on the Project specific baseline implementation schedule prior to Nokia beginning Services hereunder.

Nokia shall inform Customer of any delay impacting the baseline schedule, as soon as possible, and provide Customer regular updates documenting the cause of such delay and all remedial efforts undertaken thereafter.

7.1 MW deployment indicative timeline

The Project is estimated to last two months following the commencement of Services subject to the assumptions below and in Section 8.

- This SOW does not establish or guarantee a specific Service completion schedule.
- Nokia requires a minimum of four (4) 4 - 6 weeks from receipt of Purchase Order (PO) until service commencement to accommodate the necessary resource scheduling.
- Standard interval deployment timeline.
- Single mobilization of crew with sites being implemented consecutively without downtime.
- Any site acquisition and site development activities are complete for each site prior to scheduled implementation date.
- Delays to Project timeline outside of Nokia's control may necessitate additional fees to be pursued through Change Management process.

Fast tracked schedules may be discussed under change management process and may be considered by Nokia only on a commercially reasonable basis and subject to a change order for the applicable additional charges agreed to in writing by the Parties in accordance with the Nokia Change Management process.

Standard Interval Deployment Timeline - 9 months		M1	M2	M3	M4	M5	M6	M7	M8	M9	
1-5 Sites	Project Management	[Yellow bar spanning M1 to M9]									
	Project set up and initiation	[Yellow bar spanning M1 to M2]									
	Path and Site Surveys and reports	[Yellow bar spanning M2 to M3]									
	Equipment Ordering	[Yellow bar spanning M3 to M5]									
	Deployment Vendor selection and ramp-up	[Yellow bar spanning M4 to M5]									
	Deployment Services (single mobilization)	[Yellow bar spanning M6 to M8]									
	Project Close Out	[Yellow bar spanning M8 to M9]									

8 Assumptions

- Services performed under this SOW will be performed in accordance with Nokia installation customer documentation.
- Services in this SOW are related to Nokia microwave radio hardware proposal 23.US.334341.01 provided to Customer and that equipment will be made available for Nokia to install once it arrives at the designated receiving location.
- The term of SOW will begin on the day the purchase order is accepted or such other service start date as may be agreed to in writing by the parties and will continue until the date the Services have been accepted or completed; or until the date this SOW is terminated in accordance with the Agreement.
- Products will be shipped as they are made available according to the mutually agreed upon Project specific baseline implementation schedule.
- Prices are based upon purchase of the service for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Customer may not terminate this SOW, or any order pursuant to this SOW, for convenience during the Term of the SOW.
- The material and Services offered by Nokia for the Project are listed and described within this SOW and its Appendices.
- This SOW assumes that site grounding at the identified locations is sufficient.
- Nokia and Customer will document any delays or lost time due to lack of coordination between Customer and its contractors or facilities that impede Nokia's efforts. Nokia will take reasonable efforts to minimize the impact of the delays and lost time to the overall Project schedule. Such efforts do not include overtime compensation. If Customer causes interruptions or delays, it is expected that Customer will reimburse Nokia for its re-mobilization and/or downtime costs and expenses.
- Performance of the work is anticipated to be during normal Nokia business hours ("Business Hours"), which are between 8:00 AM and 6:00 PM at the jobsite on Nokia's standard business days, or per the agreed schedule in the Project plan Business days consist of ten (10) hours per day, Monday through Friday excluding all Nokia observed holidays.
- Access to work site will be made available by Customer for a minimum of (10) hours per day, five (5) days a week, or per the agreed schedule in the Project plan.
- All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise and agreed to by both Customer and Nokia. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to Customer as a billable change order and could have a negative impact on the Project completion schedule.

- Changes in scope or request for changes in scope will be administered to in accordance with the Change Management Process. New work and/or work not presently part of the existing scope of work will be referred to the account director to be addressed as an up-scope.
- Nokia anticipates the use of industry standard materials. If Customer requires that Nokia use other materials, then Customer will reimburse Nokia for any additional costs and/or restocking fees on a per item or occurrence.
- During the implementation period of the Project, Customer will make available to Nokia the spare modules purchased by Customer for the Project. Nokia will bear the cost of repair including shipping charges for any failed spare module during this period.
- Customer will ensure that its engineering, craft-level and/or supervisory personnel will be available to allow Nokia to perform the work as proposed by Nokia for the Project. Customer will also make available authorized personnel to sign request for cost reimbursements; Microwave Method of Procedures (MOP) and Customer Acceptance Notices.
- All hops must be installed and tested during one continuous Project with no downtime or additional mobilizations.
- For antenna systems replacements, removal must occur while the tower is rigged to add or remove antennas or additional mobilization and tower rigging charges apply.
- All equipment will be delivered to each site by one delivery from the subject warehouse. No additional deliveries are included as part of the Project. Prevailing Wage Rates were not used for this proposal.
- Acceptance testing utilizes Nokia's standard procedures and tools.
- Digital Site Survey is considered.
- Prevailing Wages applicable
- Equipment Removal Scope
- Close-out packages will be provided based on the Nokia Standard Package.
- Migrations, Radio cutover, hot cuts for 3 hops(deadwood to Madera, Chowchilla & Oakhurt) during Night time with Minimum Outage

9 Exclusions

This SOW describes the Services included in the pricing at Section 11. Any and all other services that Customer may need, shall be handled as a change in accordance with the change management process. In particular, the list below of excluded services is just a set of examples of services that are not part of this SOW. Should Customer require these or require a modification of the Services included in the SOW, change management process shall be utilized or the Parties will enter into a separate statement of work.

Microwave Deployment:

- Any warehousing of materials either locally in the Project and/or in the event that Customer requests a delayed shipment of products.
- Nokia is not responsible for the condition of Customer 's existing equipment or the deficiencies of non-Nokia work related items. If the Project requires equipment and services in addition to the equipment and Services provided by Nokia, then Customer bears the sole responsibility of acquiring that equipment and those services.

- Site improvements, including but not limited to: grounding infrastructure upgrades, electrical work, cable trays/conduits/ice bridge installation or modification, waveguide ladder, entry ports, etc.
- All civil or site work including, but not limited to, trenching, furnish and installation of cabinet pad, furnish and installation of conduit, and furnish and installation of ground rings, AC power ped, poles, and all associated materials and labor for cabinet installation location.
- DC power systems, special roof mounts, water tank top mounts (designs, stamped drawings and fabrication) if required will be provided and installed by Customer.
- Ice shields.
- Removals of existing DC power equipment.
- Any new civil work or modification in existing infrastructure.
- DC power equipment installation.
- Service Migration. Information gathering. Requirement confirmation. Service mapping planning. Work Package creation. Work Package execution remote support.
- TSM-8000 installation
- Engineering services, not requires herein
- 3rd party equipment installation and configuration
- Any work other than that described in the framework of this deployment scope of work
- Removals of Microwave equipment
- Wildlife management

Project Management Services:

- On-Site support

Software Upgrade-IP Service Routers:

- On-Site support
- RTU licenses: a separate signed purchase order for RTU licenses is a condition precedent for rendering the Services under this SOW. All Proprietary Rights to the Intellectual property vests with Nokia.
- Resolving issues related to the overall Madera County's network. Nokia will assist in the identification and isolation of an issue but is not responsible for the resolution.
- Troubleshooting or resolving issues related to a network element not being functional prior to the Service.
- Any cabling (rearrangement or new), physical circuit pack adds/removals / upgrades or repairs (e.g., Compact Flash Card upgrades, CPM/CSM upgrades).
- Training of Customer staff.
- Technical support for the execution of Nokia developed MOPs by unauthorized personnel.
- Design, testing, and configuration of new features enabled by the new software release.

Network Integration – IP Service Routers:

- An ATP. It is assumed that the one developed for the original network deployment will be used for this project, as needed.
- Network design services not included in the original network design documentation; these will be considered an up scope.
- Any integration services for nodes in excess of the numbers listed in the "Equipment Configuration" section of this SOW.

- Services migration.
- Any updates to existing Madera County inventory systems.
- Any integration with external 3rd party OSS/BSS systems.
- Any updates/additions potentially required to existing traffic monitoring/planning tools.
- The provisioning or testing of new services added directly by Madera County.

10 Additional Terms

Unless otherwise stated in previous sections of this SOW, the following terms apply to all Services. Additional terms and conditions are per the Agreement.

10.1 Conditions

- Nokia reserves the right to determine which personnel/ implementation supplier to assign to perform Services. Nokia personnel assigned to perform Services hereunder, Customer shall provide 30 days written notice to Nokia in advance of affected Service performance so, Nokia can review and approve of Customer background check requirements.
- Nokia personnel shall always be subject to the employment conditions of Nokia and not those of Customer.
- If Nokia personnel are present on Customer's premises, those Nokia personnel shall respect Customer's on-site conditions.
- Nokia may use proprietary tools and software for providing this Service. The stated price does not include the sale, licensing or transfer of such tools or software to Customer.
- All work will be performed during normal business hours – 8 AM to 6 PM, local time, Monday through Friday (excluding holidays) - unless different working hours/schedule have been specified elsewhere in the SOW.

10.2 Change Management

The pricing in this SOW is based upon performance of the tasks and provision of deliverables specifically defined in this SOW. Requests for additional work activities that are not described in this SOW, including Customer -required overtime or night work, or the application of any different or additional criteria or testing in connection with any Services or deliverables, are subject to written acceptance by Nokia and may entail additional charges payable to Nokia by Customer. Certain matters may require a new quotation under a separate Statement of Work. If Nokia agrees to perform additional work activities under a SOW, Customer shall execute a Change Request in accordance with the procedure described in appendix or as mutually agreed otherwise.

Additional charges shall apply if performance or completion of the Service is delayed for any reason beyond Nokia's control, which charges will be payable by Customer to Nokia in accordance with the Agreement and this SOW. In such cases, the Parties shall also mutually agree on a reasonable schedule extension attributable to the delay.

10.3 Acceptance

Nokia shall notify Customer upon completion of each individual Service as quoted on per site or hop basis (as applicable) either by providing a notice of completion or by providing Customer the deliverable(s) specified in this SOW. Thereafter Customer shall have 10 days from the notice to notify Nokia that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted on the earliest of: (1) the passage of 10 days from date of notice of completion with no notice of non-conformance from Customer; (2) Customer's actual acceptance; or (3) Customer 's use of the Services, the result of the Services or any deliverable, whether or not the use is revenue-generating.

11 Pricing Summary

11.1 Pricing Notes

- The quoted prices are valid for Orders received within 60 days from the date of this SOW.
- Changes requiring additional scope, or an extension of the Project timeframe will require a change order in accordance with the Nokia Change Management process.
- The activities, tasks and deliverables for this SOW have been defined and priced using the timelines and intervals set forth herein. Changes involving additional scope, delays beyond Nokia control, or an extension of the Project timeframe or fast-tracked schedules will require a change order in accordance with the Nokia Change Management process or a separate statement of work.
- In the event that the Project has not commenced within 180 days past after Nokia's acceptance of the Purchase Order issued by Customer or resulting from Customer delays Nokia reserves the right to re-price the Services herein and issue a Change Request therefor.
- reference Quote Number 23.US.334341.01 on all Orders issued pursuant to this SOW.
- Pricing for Acceptance testing utilizes Nokia's tools and processes.
- All prices are in \$US, unless stated otherwise.
- Prices do not include taxes.
- If this SOW is accepted as is, please reference the 23.US.334341.01 quote number on your POs.
- If a PO is received prior to a signed SOW, then this SOW is deemed accepted as written.
- Any Services not specifically described are not included in this SOW.
- Changes involving additional scope, or an extension of the project timeframe will require a change order in accordance with the Nokia Change Management process.
- Pricing assumes Project Management work is performed remotely and does not include any travel and living expenses.

11.2 Pricing Table: MW Deployment

S.No	Part Number	Description	Price
1	SVC-QHIE-INST	Radio/DSX/Mux/Cabinet System Installation	\$ 48,077.17
2	SVC-QHIE-INST	Radio Test & Turnup	\$ 28,721.38
3	SVC-QHIE-INST	Antenna/Waveguide Installation	\$ 113,253.16
4	SVC-QHIE-INST	Site Survey	\$ 6,986.06
5	SVC-QHIE-INST	Network Mgt System	
6	SVC-QHIE-INST	D&I Project Management (NOT PMO/CFPM)	\$ 29,638.40
7	SVC-QHIE-INST	Charger & Battery Install & Test	
8	SVC-QHIE-INST	Equipment Removal	\$ 38,724.96
9	P637992	Project Management (PMO)	\$ 26,813.76
10		TOTAL	\$ 292,214.88
11	301005278	One Time management Discount	\$ 47,645.67
12		Final Installation Service Price	\$ 244,569.21

11.3 Pricing Table: IP-Routers Software Upgrade Service

Network Integration – IP Service Routers:

- Pricing includes travel and living expenses for a three (3) days on-site integration support. For any other Madera County request or requirement for travel by Nokia, all services support, travel and living expenses including lodging, airfare, meals, transportation, and any associated expenses and taxes shall be paid by Madera County.

Software Upgrade – IP Service Routers:


- Pricing includes travel and living expenses for three (3) days on-site for router Software Upgrade. For any other Madera County request or requirement for travel by Nokia, all services support, travel and living expenses including lodging, airfare, meals, transportation, and any associated expenses and taxes shall be paid by Madera County.

Service	Price (\$)	Unit/Comment	Ordering Instructions
Project Management	\$4,200	Project	301091625
Network Integration – IP Service Routers	\$16,000	Reconfiguration of five (5) existing 7705 SAR-(s)	3HE06632AA
Software Upgrade – IP Service Routers	\$24,500	Fifteen (15) Nodes	3HE04124AA
Total	\$44,700.00		

12 Entire Agreement

This SOW and the non-conflicting terms and conditions of the Agreement constitute the entire agreement, and supersede all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties. Each party intends that a facsimile of its signature printed by a receiving fax machine, and/or a signature scanned in a PDF document, be regarded as an original signature and agrees that this SOW may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives on the date(s) indicated.

Nokia of America Corporation	County of Madera, CA
Signature:	Signature: 
Name: Desiree Obleton	Name (Print): <i>Desiree Obleton</i>
Title: Commercial Contract Manager	Title: <i>DEPUTY CFO</i>
Date:	Date: <i>11/28/23</i>

Nokia of America Corporation
Signature:
Name (Print):
Title:
Date:

Appendix 1: Microwave Deployment: Microwave Path Engineering Warranty

FEASIBILITY STUDIES

Nokia provides feasibility studies of microwave radio paths in support of bidding efforts or when purchased by Customer. Feasibility studies are performed using information provided by or on behalf of the Customer. Results of the feasibility study are provided to Customer and may include (i) a system map, (ii) a path profile, (iii) path performance calculations, and (iv) a technical report.

Feasibility studies are preliminary in nature and are not intended to represent a final design. Therefore, no representations, warranty or guarantee is implied or provided. Customer agrees to assume all risks associated with installing any equipment based on spiderweb maps, preliminary network and system maps, preliminary path profiles (including antenna size and location), path calculations (estimated performance), Google Earth, and topology studies normally presented with a feasibility study.

PATH SURVEYS (DETAILED SURVEY WITH REPORT)

Nokia offers detailed path surveying services to determine or verify site coordinates, site access, location, ground elevation, on-path obstruction location and height, tower information, proposed antenna centerline information, and other parameters required to engineer and implement a microwave radio link.

The present and anticipated future effect of observable on-path obstructions, such as vegetation and buildings, are also evaluated and incorporated into the path design where applicable. Where appropriate, roof top access may be utilized in the survey effort. Existing towers are not climbed as a part of this activity.

The results of the path survey are documented and presented in a formal survey report or technical report, as required, to Customer. Some items performed and included in a formal survey report may include: site location map, site topographic map, access information, site plot plans, existing tower elevation profile, site photographs, site and path observations, path terrain feature descriptions, critical point data, engineering notes, path profiles, and proposed performance calculations.

For detailed Path Surveys, Nokia warrants that geodetic coordinates are accurate to within +/- 1-second of latitude, +/- 1-second of longitude, ground elevations are accurate to within +/- 1 meter, and that heights of identified on-path obstructions at critical points are accurate to within 5-feet. Nokia warrants only the actual paths surveyed.

PATH DESIGN

Nokia offers Fixed Microwave Services path design services. Path design services are based on formal field survey data gathered by Nokia path surveyors and is warranted. Path designs include profiling a path to determine antenna centerline requirements, and path calculations to determine the antenna and radio types necessary to meet Customer's microwave link performance and availability objectives.

Recommended antenna centerlines are determined for a range of K-factors expected to occur during an average year and by the Fresnel zone clearance criteria stipulated by Bell Laboratories. For areas where poor propagation conditions are known to exist, paths are assessed for susceptibility to obstruction fading outages using the Bell Laboratories Obstruction Fading (OBSFAD) model. Additionally, paths are analyzed for ground-based reflections.

Microwave link availability (path availability) is evaluated using current North American industry accepted models for predicting outage times and diversity improvement factors associated with normal atmospheric multipath fading (flat and dispersive), rain fading, and obstruction fading. Every effort is made by Nokia to anticipate the probable occurrence of abnormal propagation conditions based on historical documentation, experience, geographical location, and field survey data.

The final path design documentation will include one or more of the following, depending on the services purchased by Customer: (i) a system map, (ii) a final path profile, (iii) final path performance calculations, and (iv) a technical report.

If radio path using Nokia equipment is installed based on Nokia's recommended path design, then Nokia warrants the radio path calculations shall conform to Customer's availability objective for normal atmospheric multipath fading. Nokia will not be held responsible for excessive outages or degraded performance due to abnormal fading conditions. Abnormal fading conditions include, but are not limited to:

Formation of extreme radio refractivity gradients associated with:

- Exceptionally large temperature inversions

- Abnormal temperature/humidity layers

- Fog formation

- Signal trapping caused by surface or atmospheric ducting

Reflections from unusual or unidentifiable on-path or off-path terrain features, physical structures, or atmospheric layers.

Rain fading due to rainfall rates that exceed the published rates or charts used to predict rain induced outages.

If Nokia suspects that abnormal propagation conditions are the cause of degraded system performance, Nokia will assist Customer in verifying the conditions leading to the degraded system performance. After the problem has been identified, Nokia will support Customer in identifying possible solutions to the problem and assess the incremental improvement expected from corrective actions. Any implementation of corrective action to remedy this type of problem shall be the sole responsibility of the Customer.

FREQUENCY PLANNING

Nokia offers Fixed Microwave Services frequency planning services including frequency selection, prior coordination process, interference case resolution, and FCC license application documentation preparation and submittal. Nokia warrants that the interference studies will be conducted using industry-accepted North American methods, hardware, software and algorithms; and that the frequency database will be maintained as accurately as possible at the time of the study. Nokia will not be held responsible for interference cases that arise due to errors or omissions in the database. Upon completion of the frequency planning services, some or all of the following documentation is provided to the Customer:

- Prior Coordination Notice

- Frequency Coordination Data Sheet

- Supplemental Showing pursuant to FCC Rules Part 101.103(d)

- Completed FCC Form 601 License Application and Preparation

In the event, frequency interference is detected during the implementation of a microwave link in which Nokia provided the frequency planning services, Nokia's total liability is limited to selection of an alternate frequency or frequencies. Should interference occur after the microwave link is deemed operational and accepted, corrective action is the sole responsibility of Customer.

WARRANTY

Nokia warrants its Fixed Microwave services path surveys and path designs to be substantially free of engineering defects and errors for a period of 12 months from the date of delivery of the study to Customer. Nokia warrants its line of sight surveys to be substantially free of engineering defects and errors for a period of 6 months from the date of delivery of the study to Customer. Nokia warrants its frequency planning and Form 601 License Application preparation to be substantially free of engineering defects and errors for a period of 6 months from the date the path was prior coordinated. All other Services herein are warranted for 30 days. In the event that, during the warranty period, a documented defect proven to be responsibility of Nokia, occurs, Customer's sole remedy under this warranty provisions, shall be that Nokia will provide the incremental labor and material beyond what would have been required during initial installation to correct the particular error in the path survey or path design at no cost of Customer. In no case, shall Nokia be held liable for any indirect damages including but not limited to incidental, consequential or loss of capital, data, revenue or profit. In the event, that such error is not solely and directly related to Nokia's path engineering efforts, expenses for such labor and material shall be borne by Customer.

Appendix 2: Change Procedure

1. A Change Request may be initiated by either Customer or Nokia for any changes to the SOW.
2. The party requesting the change will deliver a "Change Request" to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have.
3. Nokia shall include a proposal for the change in scope, fees and schedule, if any.
4. If both parties agree to implement the Change Request, both will sign the Change Request, indicating their acceptance of the changes.
5. Customer shall submit a new purchase order to confirm the additional costs and/or schedule impact and Nokia's authorization to perform and bill for such service activities.

CHANGE REQUEST Form Sample

Date: _____ **Change Request Number: ###** _____

Originator: _____

Supplier: Nokia of America Corporation

Agreement: # _____

Statement of Work: # _____

- A. Summary of Changes:
- B. Description of Changes:
- C. Schedule Impact:
- D. Cost/Price Impact:
- E. Implementation:

All other terms and conditions of the Statement of Work and the Agreement shall remain unchanged and in full force and effect. This Change Request is made and entered into on and as of the last date of execution. The Parties hereby execute this Change Request by the signatures of their duly authorized representatives:

Nokia of America Corporation


Signature: _____

Name: _____

Title: _____

Date: _____

County of Madera, CA

Signature:  _____

Name: Bruce Loringer

Title: DEPUTY CIO

Date: 11/28/23

EXHIBIT D



Nokia of America Corporation

Madera County
Microwave Network replacement

Contract #NASPO contract # 00318/7-22-70-49-15
Proposal #
23.US.334341.04

Prepared by:	Sung Tran
Email:	Sung.Tran@nokia.com
Customer Solutions Manager:	Kevin Pierce
Email:	kevin.pierce@nokia.com
Account Executive:	Mayank Bhatia
Email:	mayank.1.bhatia@nokia.com
Sales Engineer:	Pat Vadnais
Email:	pat.vadnais@nokia.com

This Proposal is submitted pursuant to the terms and conditions of the existing general purchase agreement between Nokia of America Corporation and Madera County. Should no general purchase agreement exist, this Proposal is submitted pursuant to Nokia of America Corporation standard terms and conditions for such items and/or services as proposed herein.

E-Mail PO to nokia.order_now_12587@nokia.com and reference the Proposal # on cover sheet.

Detailed Pricing Summary



Nokia of America Corporation

Madera County

Microwave Network replacement

Proposal # 23.US.334341.04

October 9, 2023

Contract #NASPO contract # 00318/7-22-70-49-15

Item	Category	Item Description	Extended Price
1.00 HARDWARE/SOFTWARE			
1.01	9500MPR Radio	Microwave Packet Radio	\$242,921.40
1.02	7705 Service Aggregation Routers	Router	\$25,378.50
1.03	Antenna Materials	Antenna Materials	\$119,585.17
HARDWARE/SOFTWARE SubTotal:			\$387,885.07
2.00 TRANSMISSION / PRODUCT ENGINEERING			
2.01	PATH SURVEYS	Field Survey	\$20,712.00
2.02	FREQUENCY COORDINATION	Coordination	\$3,060.00
2.03	FCC LICENSING	Licensing	\$2,325.00
2.04	ENGINEERING	Engineering	\$2,500.00
2.05	Integration Certificate	Dallas, TX	\$13,650.00
TRANSMISSION / PRODUCT ENGINEERING SubTotal:			\$42,247.00
3.00 INSTALLATION SERVICES			
3.01	RADIO INSTALLATION	Installation, Test, and Turn Up	\$152,147.96
3.02	ANTENNA INSTALLATION	Installation and Alignment	\$113,253.16
3.03	MPLS INSTALLATION	Installation, Test, and Turn Up	\$44,700.00
INSTALLATION SERVICES SubTotal:			\$310,101.12
4.00 ADDITIONAL SERVICES			
4.01	Application & Configuration Release	Microwave Products	\$1,500.00
4.02	PROGRAM MANAGEMENT	PMO	\$26,813.76
ADDITIONAL SERVICES SubTotal:			\$28,313.76
5.00 Adjustments			
5.01	Special one-time management incentive (expiration 11/30/23)		-\$102,343.21
6.00 Taxes			
6.01	California state tax	Madera County 8.25%	\$23,074.87
6.02	Estimated shipping	(MW Equipment and Antennas)	\$6,600.00
Project Total:			\$695,878.61

E-Mail PO to nokia.order_now_12587@nokia.com and reference the Proposal # on cover sheet.

Pricing Notes:

Contract #NASPO contract # 00318/7-22-70-49-15

1. The pricing included above provided by Nokia of America Corporation is indicative only, solely to inform Madera County of Nokia of America Corporation's current estimate of prices for the relevant item(s) to enable Madera County to evaluate its potential interest.

2. The terms and conditions, including planning pricing, of the items provided under this Proposal or subsequent agreements are subject to future negotiations and future agreement on the terms and conditions which would any sale. *There are no penalties, liquidated damages or other remedies associated with changes to the pricing.*

3. Prices are valid for 60 days.

4. The prices included in this quotation for all Nokia Hardware and Software (collectively "the Products") and Nokia Services are subject to adjustments based on the fluctuation in the rate of inflation or the applicable price of raw materials used in the manufacture of the Products or the cost of living as it pertains to the Services (collectively, the "External Costs Parameters"). Notwithstanding anything to the contrary in the Agreement between Nokia and Madera County, for what concerns the prices included in this quotation, Nokia reserves its rights to assess the External Costs Parameters on an annual basis, and apply an equitable adjustment to the affected prices and will provide Madera County written notice of the increase or decrease expressed as a percentage. Nokia and Madera County shall document this process in an amendment to the Agreement upon award.

5. Nokia reserves the right to revise pricing based on component price increase, component delivery lead times increase, or other manufacturing or logistics circumstances beyond Nokia's reasonable control, as well as unforeseen union labor requirements, night or overtime work and high-cost regions with labor shortages.

6. This pricing is valid only for the equipment, equipment features, and services explicitly described within this proposal. *Any equipment item, equipment feature, installation item, or service not explicitly described in this bid is not included in this pricing, and any addition of such will require a revised proposal with modified pricing. Additional information obtained by, but not limited to, Path and Site Surveys could require changes to the scope and content of this proposal. Please review all sections of this bid carefully for details as to what this proposal includes, and what assumptions have been made.*

7. Pricing is based on attached Scope Of Work, Assumptions, Detailed Equipment List and/or Design Configurations.

8. Ancillary material, travel and living expenses are excluded.

9. Typical equipment lead time is approximately 8 weeks or sooner After Receipt of Purchase Order with valid frequencies based on equipment availability. Lead time can be confirmed After Receipt of Purchase Order and order scheduling.

Nokia Confidential

NOKIA
 Nokia of America Corporation
 3201 Olympus Blvd
 Dallas, TX 75019

Contract #: NASPO contract # 00318/
Customer: Madera County
Project: Microwave Network replace
Proposal #: 23.US.334341.04
Date: October 9, 2023
Prepared by: Sung Tran

Number of Pairs: 5
Number of Sites: 5
Frequency Pairs: 5
FCC License Type: Government

Email: Sung.Tran@nokia.com

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended	CHOWCHILLA	DEADWOOD PK	MADERA	MT BULLION	DARKHURST	Undistributed
9500 MPR Microwave Switching Shelf (MSS)										
3EM22715AH	9500 MPR Shelf Kit w/Alarm FAN Ewo-HSv3	\$688.00	6	\$4,128.00	1	1	1	1	1	1
3CC52316AA	Fan Alarm Cable 7.5 m (8 Alarm Inputs)	\$28.80	5	\$144.00	1	1	1	1	1	
3DB18788BA	CoreFw-30G	\$963.20	11	\$10,595.20	2	2	2	2	2	1
3DB19417AA	Ethernet Access Card 1G (EAC-1G)	\$240.00	11	\$2,640.00	2	2	2	2	2	1
3DB18163AB	MSS Slot Cover - Blank Plate 1/2H	\$12.99	10	\$129.22	2	2	2	2	2	
3DB170210MAA	Wavecne 23 uSD Card for CoreFw-30G	\$120.00	10	\$1,200.00	2	2	2	2	2	
3DB17010HMAA	Wavecne 23 SW Electronic Delivery Kit	\$120.00	5	\$1,600.00	1	1	1	1	1	
3DB19275ARAA	Wavecne 23 Customer Documentation Electronic Library	\$28.80	1	\$28.80						1
9500 MPR Microwave Packet Transceiver (MPT)										
3EM24238AA	MPT HL Shelf Kit Single T-R	\$774.40	4	\$3,097.60	2	2				
3EM24238AB	MPT HL Shelf Kit Dual T-R	\$792.00	6	\$4,752.00			1	1	1	
3DB76339CA	UBT-I HP XCVR U6 GHz (6425 - 7125)	\$6,720.00	5	\$33,600.00			2	2		1
3DB76338CA	UBT-I HP XCVR L6 GHz (5925-6425)	\$6,720.00	5	\$33,600.00			2	2		1
3DB76342CA	UBT-I HP XCVR L1 GHz (10700 - 11700)	\$7,040.00	5	\$35,200.00			2	2	2	1
3DB76338DA	UBT-I HP XCVR L6 GHz WITH COMBINER (5925-6425)	\$7,680.00	5	\$38,400.00	2	2				1
9500 MPR RTUs - per ODU/RF Transceiver/Upgrade										
3MU00180FBAA	RTU 100Mbps UBT-I Capacity	\$960.00	4	\$3,840.00		2		2		
3MU00180FEAA	RTU 300Mbps UBT-I Capacity	\$1,440.00	8	\$11,520.00	2	4	2			
3MU00180FFAA	RTU 400Mbps UBT-I Capacity	\$1,600.00	4	\$6,400.00		2			2	
3MU00180GDAA	RTU UBT-I Adp Mod	\$480.00	16	\$7,680.00	2	8	2	2	2	
3MU00180GGAA	RTU UBT-I HQAM 2b/4k	\$320.00	16	\$5,120.00	2	8	2	2	2	
9500 MPR Microwave Packet Transceiver Accessories										
3EM2465AA	6/11 GHz Hot Standby 1:10 Coupler Diplexer Bracket	\$488.00	4	\$1,952.00		2		1	1	
3EM2465AB	6/11 GHz Hot Standby Space Diversity Diplexer Bracket	\$488.00	2	\$976.00		1	1			
3EM2465AG	6/11 GHz 1+0 (Non-Standby) Space Diversity Diplexer Bracket	\$160.00	4	\$640.00	2	2				
3EM2465AB	16 GHz Hot Standby Space Diversity Diplexer Clamp and Isolator Kits	\$258.00	2	\$516.00			1			
3EM2465AE	16 GHz Hot Standby 1:10 Coupler Diplexer Clamp and Isolator Kits	\$264.00	2	\$528.00				1		
3EM2465AQ	16 GHz 1+0 (Non-Standby) Space Diversity Diplexer Clamp and Isolator Kits	\$208.00	4	\$832.00	2	2				
3EM24188BA	11 GHz Hot Standby 1:10 Coupler Diplexer Clamp and Isolator Kits	\$275.20	2	\$550.40				1		
3EM24335AA	RF Diplexer Filter Xmt 5925-6425, Rcv 5925-6425, 30MHz	\$480.00	6	\$2,880.00	2	3	1			1
3EM09730AA	RF Diplexer Filter Xmt 6525-6875, Rcv 6525-6875, 30 MHz BW	\$392.00	2	\$784.00				1		
3EM24081AA	RF Diplexer Filter 10700-11700, 30 MHz	\$480.00	2	\$960.00					1	1
3EM04182AA	RF Diplexer Space Diversity Filter 5925-6050/30MHz	\$504.00	6	\$3,024.00	2	3	1			
3EM23511AA	Diplexer Transition Assy A2 (6GHz) Position Initial Kit	\$187.20	5	\$936.00	1	2	1	1		
3EM23511AB	Diplexer Transition Assy A3 (6GHz) Position Add-On Kit	\$128.00	3	\$384.00	1	1	1			
3AB0794001B	Diplexer to Transition Cable Assy 381mm 15 Inch	\$24.00	1	\$24.00						1
3DB0628AD	SFP to SFP cable assembly 0.5 m	\$64.00	6	\$384.00			1	1	1	
3EM23511AP	Diplexer Transition Assy A3 (6 GHz) Position Initial Kit	\$296.00	1	\$296.00	1					
3EM23511BC	W/S Extension Kit (6 GHz)	\$230.80	2	\$461.60		2				
3EM23511AQ	Diplexer Transition Assy A3 (6 GHz) Position Add-On Kit	\$233.60	1	\$233.60	1					
3AB0794001C	Diplexer to Transition Cable Assy 228.6mm 9 Inch	\$16.00	1	\$16.00						1
3AB0794001D	Diplexer to Transition Cable Assy 304.8mm 12 Inch	\$17.60	12	\$211.20	4	4	2	1	1	
3EM23511AC	Diplexer Transition Assy A4 (6GHz) Position Initial Kit	\$258.20	1	\$258.20						1
3EM23511AD	Diplexer Transition Assy A5 (6GHz) Position Add-On Kit	\$198.40	1	\$198.40						1
3EM23511AE	Flt Bracket Kit	\$17.12	4	\$68.48	2	2				
3EM23511AF	Diplexer Transition Assy A2 (11 GHz) Position Initial Kit	\$259.20	1	\$259.20						1
3EM23511AG	Diplexer Transition Assy A3 (11 GHz) Position Add-On Kit	\$200.00	1	\$200.00						1
3MU00179CA	Flange Adapter CPH-137 Kit, 1 Port, 6GHz	\$40.00	14	\$1,120.00	4	7	2	1		
3MU00179CE	Flange Adapter CPH-90 Kit, 1 Port, 11GHz	\$40.00	2	\$160.00						1
3DB0628AA	SFP Cable Assembly, 1.5 m	\$48.80	7	\$481.60	1	6				

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30M0628AB	SFP Cable Assembly, 2 m	\$70.40	9	\$633.60	1	2	2	2	2	
Racks and Accessories										
3EM13317AB	Power Distribution Panel w/Fuse Alarm	\$759.00	5	\$3,795.00	1	1	1	1	1	
3AD014120046	Seismic Rack 7 ft tall, 19 inch wide	\$1,617.00	5	\$8,085.00	1	1	1	1	1	
3EM09257AA	Optical Fiber Management Panel	\$188.00	5	\$940.00	1	1	1	1	1	
3EM07641AC	Fiber Optic Jumper Cable, LC to LC, 3 meter, multi mode	\$132.00	10	\$1,320.00	2	2	2	2	2	
3EM10277AA	Optics SFP GigE 850 NM Multimode 550 Meter	\$72.00	10	\$720.00	2	2	2	2	2	
330-2682-030	Rack Screws	\$0.33	20	\$6.60	4	4	4	4	4	
Manuals and Documentation										
3EM24226AA	Microwave Factory Test Certificate	\$480.00	5	\$2,400.00	1	1	1	1	1	
HARDWARE TOTAL				\$242,921.40	\$33,113.94	\$95,040.34	\$28,679.70	\$26,958.10	\$29,049.30	\$30,080.00

#NAME?

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NOKIA
 Nokia of America Corporation
 3201 Olympus Blvd
 Dallas, TX 75019

Customer: Madera County
Project: Microwave Network replacement
Proposal # 23.US.334341.04
Date: October 9, 2023

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended
TRANSMISSION ENGINEERING				
<u>Path Survey (<= 11 GHz)</u>				
SVC-KWIE-ENG-TSE10	Path Survey (1st hop for a connected multi-hop system)	\$4,916.00	1	\$4,916.00
SVC-KWIE-ENG-TSE11	Path Survey (2nd hop for a connected multi-hop system)	\$3,932.00	3	\$11,796.00
SVC-KWIE-ENG-TSE13	Path Survey Air Fare (per survey)(1 Surveyor with equipment shipment)	\$4,000.00	1	\$4,000.00
<u>U.S. DOMESTIC FREQUENCY SELECTION / COORDINATION</u>				
SVC-KWIE-ENG-TSE20	Frequency Selection (all bands except 80 GHz / per freq pair)	\$850.00	2	\$1,700.00
SVC-KWIE-ENG-TSE22	Normal 30-day Prior Coordination (per system)	\$310.00	1	\$310.00
SVC-KWIE-ENG-TSE27	Prior Coordination Renewal within 6 months of PCN date (1st path)	\$300.00	2	\$600.00
SVC-KWIE-ENG-TSE28	Prior Coordination Renewal within 6 months of PCN 2nd path (per path)	\$75.00	6	\$450.00
<u>FCC LICENSE APPLICATION</u>				
SVC-KWIE-ENG-TSE29	FCC License Application Prep (New/Mod) (per site / Form 601) (Note 1)	\$465.00	5	\$2,325.00
<u>Transmission Engineering</u>				
SVC-KWIE-ENG-TSE32	Senior Transmission Systems Engineer (per Hour)	\$250.00	10	\$2,500.00
PRODUCT ENGINEERING				
<u>Network Engineering</u>				
BEM24226AF	Factory Integration	\$650.00	21	\$13,650.00
TRANSMISSION / PRODUCT ENGINEERING TOTAL:				\$42,247.00



Nokia of America Corporation

3201 Olympus Blvd
Dallas, TX 75019

Contract NASPO contract # 00318/7-22-70-49-15
Customer: Madera County
Project: Microwave Network replacement
STARS No: 23.US.334341.04
Date: October 9, 2023
Revision:

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended						
					1	2	3	4	5	
					CHOWCHILLA	DEADWOOD	MADERA	MT BULLION	OAKHURST	
					SST	PK	SST	SST	SST	Rooftop
					\$124,185					
Antennas										
1AF20657AAAA	ANT MW VHLP6-6W-6WH/B ANT/N 1.8M SP	\$3,798.00	4	\$15,192		2		2		
1AF20097AAAA	ANT MW VHLPX6-6W-6WH/B, DP_CPR137G	\$5,691.56	4	\$22,766	2	2				
1AF20754AYAA	ANT MW VHLP3-11W-6WHA-3,SP,Rad No stud	\$1,700.00	2	\$3,400		1				1
1AF06466AAAA	ANT ACC VSTRUT-P3KIT, STRUT KIT, Inboard	\$260.00	8	\$2,080	2	4		2		
Waveguide (RFS)										
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18	373	\$4,172	119	107		147		
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18	343	\$3,836	119	107		117		
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18	166	\$1,857	89	77				
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18	166	\$1,857	89	77				
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18	76	\$850		76				
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18	46	\$514		46				
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18								
406936799	Standard Elliptical Waveguide, EW63 (5.925 - 7.125 GHz)	\$11.18								
407415645	Standard Elliptical Waveguide, EW90 (10.2 - 11.7 GHz)	\$10.09	109	\$1,100		98				51
407415645	Standard Elliptical Waveguide, EW90 (10.2 - 11.7 GHz)	\$10.09								
407415645	Standard Elliptical Waveguide, EW90 (10.2 - 11.7 GHz)	\$10.09								
407415645	Standard Elliptical Waveguide, EW90 (10.2 - 11.7 GHz)	\$10.09								
6Ghz										
409085123	Connector, Fixed-tuned / CPR137G (bottom & top) (1635E)	\$272.00	24	\$6,528	8	12		4		
900358177	Hoisting Grip (24312A) - Lace-up (1-5/8" coax,EW44,EW52,EW63)	\$38.80	12	\$466	4	6		2		
409084308	1-5/8" Grounding Kit (220498) (1-5/8" coax, EW52,63), 60", Field attach lug	\$40.00	36	\$1,440	12	18		6		
409083920	Hanger Kit for EW63 (42396A-7) (10 pack)	\$32.00	40	\$1,280	14	17		9		
409084381	Wall/Roof Feed Thru, 4" (204673-1) - 1 per boot	\$34.57	12	\$415	4	6		2		
402058669	Pressure Window (55001-137) - mates to CPR137G	\$40.71	12	\$488	4	6		2		
1AF16733AAAA	FOR HLJC: 2" Twistflex (F137CCS2) - CPR137G/CPR137G	\$383.50	12	\$4,602	4	6		2		
409073251	4" Boot (WGB4-63) - for EW63	\$64.08	12	\$769	4	6		2		
11Ghz										
409093101	Connector, Fixed-tuned / CPR60G (bottom & top) (1905E)	\$328.00	4	\$1,312		2				2
408781177	Hoisting Grip (29958) - Lace-up (5/8" coax,EW85,EW90,EW127,EW132)	\$29.87	2	\$59		1				1
408948667	Grounding kit (220497) (5/8", 7/8" coax, EW85,90,127,132), 60", Field attach	\$43.89	6	\$263		3				3
408944288	Hanger Kit for EW90 / EW85 (42396A-5) (10 pack)	\$26.85	4	\$107		2				2

Attachment: Rev. Nokia Agreement RE Microwave Deployment and IP-Routers (CRM 51956) - Agmt 1 of 2 4860-5507-3427 2 (10257 : Microwave

409084381	Wall/Roof Feed Thru, 4" (204673-1) - 1 per boot	\$34.57	2	\$69		1			1
402093116	Pressure Window (55001-90) - mates to CPR90G	\$81.84	2	\$164		1			1
409072758	FOR H/LC: 2 Twistflex (F090CCB2) - CPR90G/CPR90G	\$450.00	2	\$900		1			1
409073269	4" Boot (WGB4-90) - for EW90	\$64.08	2	\$128		1			1
Common Material									
1AF13516AAAA	Hardware Kit- 3/8" x 1" for Hangers (31769-1) (10 pack)	\$13.00	40	\$544	14	17	9		
402167829	Ceiling Adapter Kit, 12in (31771-4) (5 pack) - waveguide only	\$58.75	14	\$822	4	7	2	0	1
408985216	Angle Member Adapter Kit, Stainless Steel (31768A) (10 pack)	\$80.00	40	\$3,200	14	17	9		
WPF6-1	KIT WITH PRF CONNS&SPLICE	\$19.77	8	\$158	2	4	1	0	1
Antenna Support (Iron works)									
409081635	KIT-800117 ASSY MICROWAVE 31L-R5 PM FIT	\$952.20	9	\$8,570	2	5	2	0	
1AF28451AAAA	Tieback Steel - Bulk Angle 4" X 4" X 1/2" x 20' (ANG414) - (1 per antenna	\$548.55	8	\$4,388	2	4	2		
1AF29408AAAA	Non-Penetrating Tripod (TRPD1 / TRPD-HD)	\$1,959.30	1	\$1,959					1
1AF26069AAAA	4-1/2" x 126" Mast Pipe (P4126)	\$438.75	1	\$439					1
1AF29407AAAA	1/2"x18"x48" Rubber Mat (6 Required) (MAT18)	\$43.65	6	\$262					6
1AF29406AAAA	Ballast Tie Down Kit (3 Required) (BHD-K)	\$77.31	3	\$232					3
Dehydrator									
1AF24848ABAA	Dehydrator, Full Alarm (MT050C) - 6 GHz: Max 5000' wfg. 11 GHz: Max 15	\$4,700.00	4	\$18,800	1	1	1		1
408668911	Gas Distribution Manifold, 2 Port (6600D-2)	\$229.20							
409085255	Gas Distribution Manifold, 4 Port (6600D-4)	\$321.60	7	\$2,251	4	1	1		1
409072873	Gas Dist Manifold, 6 Port (6600D-6)	\$447.60	1	\$448		1			
409085271	KIT-AE01D-D1658-100 ASSY MT050/MT/KT300*	\$224.40	4	\$898	1	1	1		1
Freight									
SVC-YGRL-AS1	MW Product Freight per small antenna	\$300.00	2	\$600		1			1
SVC-YGRL-AS2	MW Product Freight per medium antenna	\$500.00	8	\$4,000	2	4	2		
Sell Quote TOTALs				\$124,185	\$33,704	\$54,214	\$24,035		\$12,232



Nokia of America Corporation

3201 Olympus Blvd
Dallas, TX 75019

Customer: Madera County
Project: Microwave Network replacement
Proposal #: 23.US.334341.04
Date: October 9, 2023
Email: abhishek.kashik@nokia.com
No of HOP: 4
Site Count: 5
PW: 1.23

S.No	Part Number	Description	Price	CHOWCHILLA	DEADWOOD PK	MADERA	MT BULLION	OAKHURT
1	SVC-QHIE-INST	Radio/DSX/Mux/Cabinet System Installation	\$ 48,077.17					
2	SVC-QHIE-INST	Radio Test & Turnup	\$ 28,721.38					
3	SVC-QHIE-INST	Antenna/Waveguide Installation	\$ 113,253.16					
4	SVC-QHIE-INST	Site Survey	\$ 6,986.06					
5	SVC-QHIE-INST	Network Mgt System						
6	SVC-QHIE-INST	D&I Project Management (NOT PMO/CFPH)	\$ 29,638.40					
7	SVC-QHIE-INST	Charger & Battery Install & Test						
8	SVC-QHIE-INST	Equipment Removal	\$ 38,724.96					
9	P637992	Project Management (PMO)	\$ 26,813.76					
10		TOTAL	\$ 292,214.88	\$ 62,142.14	\$ 108,739.09	\$ 57,685.57	\$ 24,827.36	\$ 38,820.73
11	301005278	One Time management Discount	\$ 47,645.67	-\$ 10,132.28	-\$ 17,729.92	-\$ 9,405.64	-\$ 4,048.10	-\$ 6,329.72
12		Final Installation Service Price	\$ 244,569.21	\$ 52,009.85	\$ 91,009.17	\$ 48,279.94	\$ 20,779.25	\$ 32,491.00

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Nokia of America Corporation
3201 Olympus
Coppell, TX 75019

Customer: Madera County
Project: Microwave Network replacement
Proposal #: 23.US.334341.04
Date: October 9, 2023
Prepared by: Pat Vadnais
Phone: 629.267.5273
Email: pat.vadnais@nokia.com

7705 SAR-8/18						
Item	CODE / P/N	Description	QTY	Unit Price	Extended Price	
1.01	3HE00027CA	SFP - GE SX - LC ROHS 6/6 DDM -40/85c	10	\$ 224.25	\$ 2,242.50	
1.02	3HE00027CA	SFP - GE SX - LC ROHS 6/6 DDM -40/85c (SPARES)	2	\$ 224.25	\$ 448.50	
1.03	3HE16254AA	NSP LICENSE POINT	25	\$ 30.00	\$ 750.00	
1.04	3HE02772AA	Auxiliary Alarm Card	5	\$ 3,900.00	\$ 19,500.00	
1.05	3HE03398AB	T1/E1 Cable 26-AWG Open-ended - Provides access to all the inputs for Aux Alarm Card.	5	\$ 487.50	\$ 2,437.50	
Hardware Total:					\$25,378.50	

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Nokia of America Corporation
3201 Olympus
Coppell, TX 75019

Customer: Madera County
Project: Microwave Network replacement
Proposal #: 23.US.334341.04
Date: October 9, 2023
Prepared by:
Phone:
Email:

7705 SAR-B/18				
Item	CODE / P/N	Description	Unit/Comment	Price
1.01	301091625	Project Management	Project	\$ 4,200.00
1.02	3HE06632AA	Network Integration – IP Service Routers	Reconfiguration of five (5) existing 7705 SAR-(s)	\$ 16,000.00
1.03	3HE04124AA	Software Upgrade – IP Service Routers	Fifteen (15) Nodes	\$ 24,500.00
Hardware Total:				\$44,700.00

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Nokia of America Corporation

3201 Olympus Blvd
Dallas, TX 75019

Customer: Madera County
Project: Microwave Network replacement
Proposal # 23.US.334341.04
Date: October 9, 2023

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended
ADDITIONAL SERVICES				
SVC-QHIE-ENGR	SERVICES ENGINEERING	\$300.00	5	\$1,500.00
ADDITIONAL SERVICES TOTAL:				\$1,500.00



Nokia of America Corporation

3201 Olympus Blvd
Dallas, TX 75019

Customer: Madera County
Project: Microwave Network replacement
Proposal # 23.US.334341.04
Date: October 9, 2023

DC Power Calculations

CHOWCHILLZADWOOD F MADERA MT BULLION OAKHURSTIndistribute

Specifications

Battery Reserve Time (Hours)	8	<= 8 Hours Typical
Battery Recharge Time (Hours)	24	<= 24 Hours Typical
Battery Type Calculation Factor	1.1	<= 1.1 for Lead Acid or 1.4 for NiCad
System Voltage	48	
Load Growth Factor	25%	<= (percent desired add'l capacity.)

Equipment Load	Watts	622	1,862	612	612	586	951
9500 MPR Shelf Kit w/Alarm FAN Evo-HSv3	25	1	1	1	1	1	1
CorEvo-10G	36	2	2	2	2	2	1
Ethernet Access Card 1G (EAC-1G)	30	2	2	2	2	2	1
32xT1 TDM Module	9	2	2	2	2	2	1
UBT-IHP XCVR U6 GHz (6425 - 7125)	211		2		2		1
UBT-IHP XCVR L6 GHz (5925-6425)	211		2	2			1
UBT-IHP XCVR 11 GHz (10700 - 11700)	198		2			2	1
UBT-IHP XCVR L6 GHz WITH COMBINER (5925-6425)	216	2	2				1
Model 2311,SNMP Alarm Encoder with Analog option	15	1	1	1	1	1	1

Calculations

Equipment Load @ 48VDC (Amps)	13	39	13	13	12	20
Total Load w/Growth Factor (Amps)	16	49	16	16	15	25
Min Battery Capacity @ 8 Hours (AH)	130	388	128	128	123	199
Actual Battery Size (AH)						
Calculated Charger Size	22	66	22	22	21	34
Actual Charger Size (Amps)						

MADERA COUNTY CONTRACT NO. _____
(Information Technology: Nokia – Microwave Maintenance Services)

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 (“Effective Date”), by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and NOKIA OF AMERICA CORPORATION (“CONTRACTOR”).

AGREEMENT

1. **TERM**. This Agreement shall commence upon the Effective Date and shall continue for a period of five (5) years (“Initial Term”), with the term subsequently renewing for additional one (1) year periods (“Renewal Term(s)”) unless notice of non-renewal is provided at least sixty (60) days prior to the end of the current Term, or unless otherwise sooner terminated. Notwithstanding the foregoing, this Agreement is made under the National Association of State Procurement Officials (“NASPO”) Cooperative Purchasing Master Agreement No. 00318 (“Master Agreement”), attached hereto as Exhibit “A” and incorporated herein by this reference, which is effective January 1, 2022, and ends on December 31, 2026. However, the Master Agreement term may be extended for an additional twenty-four (24) months, subject to Enterprise Services’ (the entity which the Washington State Legislature has authorized to make the NASPO Cooperative Purchasing Master Agreements available) sole, reasonable judgement, the determination of which shall occur no later than June 30, 2025.

2. **SCOPE OF SERVICES**. This Agreement is a result of the Master Agreement, which was awarded as a result of RFP # 00318 by the State of Washington Department of Enterprise Services, in furtherance of the NASPO ValuePoint Cooperative Purchasing Program with CONTRACTOR to provide Public Safety Communication

Support Equipment. The State of California Participating Addendum No. 7-22-70-49-15 ("Participating Addendum") leverages the Master Agreement for California public entities. CONTRACTOR shall perform those services and accomplish those tasks as outlined in Exhibit "A"; the State of California's Participating Addendum No. 7-22-70-49-15 ("Participating Addendum"), attached hereto as Exhibit "B"; the Statement of Work, attached hereto as Exhibit "C," and the Detailed Pricing Summary, attached hereto as Exhibit "D," each of which are incorporated herein by reference. As a public entity, COUNTY is subject to the California Public Records Act (Gov. Code § 7920.000 et seq.) and the Ralph M. Brown Act (Gov. Code § 54950 et seq.), and as such the parties agree and acknowledge that all information and documents related to the award and performance of this Agreement are subject to the requirements thereof.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 016 ("MC 016"), found at: <https://www.maderacounty.com/i-want-to/view-county-master-contracts>, is incorporated herein by reference. CONTRACTOR shall adhere to all terms and conditions of MC 016, except for the following sections, which shall take precedence over the same terms within MC 016 or supersede where conflicting.

- a. Section 10.01.6 shall be deleted in its entirety.
- b. Section 11.02 is amended to read as follows: "Upon satisfaction of payment to CONTRACTOR, retain the reports and other documents prepared by CONTRACTOR".
- c. Section 11.04 shall be deleted in its entirety.

Additionally, in the event of any inconsistency between the terms of this

Agreement, the Exhibits and MC 016, the order of precedence shall be as follows:

- a. Exhibit "B" – Participating Addendum.
 - i. IT General Provisions as referenced in Section 3.A.2. of Exhibit B, are located at: <https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf>.
- b. Exhibit "A" – Master Agreement.
- c. This Agreement.
- d. Exhibit "C" – Statement of Work.
- e. Exhibit "D" – Detailed Pricing Summary.
- f. Madera County Master Contract No. 016, as amended by this

Section 3.

4. **COMPENSATION AND COSTS.** For services performed under this Agreement, CONTRACTOR shall be compensated as set forth in Exhibit "C" and Exhibit "D," attached hereto. COUNTY shall pay CONTRACTOR an amount not to exceed Thirty-Nine Thousand Eight Hundred Fifty-Six Dollars (\$39,856.00) during the Initial Term. Any changes to compensation for a Renewal Term must be provided in writing to COUNTY at least ninety (90) days prior to the start of the respective Renewal Term.

5. **NON-APPROPRIATIONS.** The parties understand that the COUNTY is a public entity, and as such the parties agree that the terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services

to be provided may be modified or this Agreement may be immediately terminated by COUNTY without penalty.

6. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Tania Say, Chief Information Officer
Office of Information Technology
200 West 4th Street
Madera, CA 93637

CONTRACTOR

Nokia of America Corporation
3201 Olympus Blvd.
Dallas, TX 75019

With Copy to

Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

7. **INSURANCE.** CONTRACTOR shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00), combined single limits; errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000.00); and workers' compensation insurance as required by California law. General liability policies shall name the County of Madera as additional insureds.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

NOKIA OF AMERICA CORPORATION

Approved as to Legal Form:
COUNTY COUNSEL

By: Desiree Obleton
Desiree Obleton (Nov 27, 2023 17:55 CST)

(Signature)

Amanda
Savage

Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email =
asavage@lozanosmith.com C = US
O = Lozano Smith
Date: 2023.11.27 10:17:05 -0800

Desiree Obleton

(Print Name)

By: _____

Title: Commercial Contracts Manager

ACCOUNT NUMBER(S)

By: Matt Young
Matt Young (Nov 27, 2023 18:08 CST)

(Signature)

Matt Young

(Print Name)

Title: Head of Enterprise - North America

EXHIBIT A



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

NOKIA OF AMERICA CORPORATION

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

5.1 MICROWAVE: CARRIER GRADE, PACKET DATA (NATIVE IP)
5.2 MICROWAVE: NETWORK GRADE
5.5 MICROWAVE: CARRIER GRADE, NATIVE TIME DIVISION MULTIPLEX (TDM)
MICROWAVE SUB-CAT 5.1 INDOOR SOLUTION
MICROWAVE SUB-CAT 5.1 OUTDOOR SOLUTION
MICROWAVE SUB-CAT 5.2 INDOOR SOLUTION
MICROWAVE SUB-CAT 5.2 OUTDOOR SOLUTION
MICROWAVE SUB-CAT 5.5 INDOOR SOLUTION
MICROWAVE SUB-CAT 5.5 OUTDOOR SOLUTION

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Nokia of America Corporation, a Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.
- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia

and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Categories identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Categories as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Cooperative Purchasing Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:
 - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
 - Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to

Participating States who wish to utilize the Cooperative Purchasing Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. **PARTICIPANTS AND SCOPE.** This Cooperative Purchasing Master Agreement may be utilized under the following conditions:
 - 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Purchase Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in Purchase Orders utilizing this Cooperative Purchasing Master Agreement.
 - 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
 - 2.3. **PARTICIPATING ADDENDUM.** Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
 - 2.4. **PURCHASING ENTITY RIGHTS.** Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

- 2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the categories above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See Nokia of America Corporation Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See Nokia of America Corporation Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.
- 3.6. PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract

Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper thirty (30) day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1 st	April 1 st
April 1-June 30	June 1 st	July 1 st
July 1- September 30	September 1 st	October 1 st
October 1-December 31	December 1 st	January 1 st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be manufactured by the Awarded Contractor. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. Additional product options may be considered for approval with proper thirty (30) day notice at the discretion of the Lead State.

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Economic Price Adjustment requests for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
- 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington

State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.5. **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with

business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.

- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.
- 4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Washington Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

Solution components must be equal to or greater than thirty-three percent (33%) manufactured by the Contractor. Prior to executing an order for a "Solution", Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

- (a) All order documents must, at a minimum, reference
 - the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
- (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
- (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or

termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.
- (b) Contractor shall ship all goods purchased pursuant to this Master Agreement FOB Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and

approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.
- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.

- 5.7. **TREATMENT OF ASSETS.** Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.
- 5.8. **SOFTWARE LICENSE AGREEMENT.** If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software license shall apply to such transaction. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Participating Entity. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, limited license to publish, translate, reproduce, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Cooperative Purchasing Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third-party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.
- 5.9. **SUBSCRIPTION SERVICES AGREEMENT.** If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement shall apply to such transaction. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Participating Entity.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
 - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - Contractor's Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable goods/services
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

<p>Enterprise Services Attn: Contract Administrator 00318 Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov</p>	<p>Nokia of America Corporation Attn: Eric Negley 600 Mountain Avenue Murray Hill, NJ 07974 Tel: (908) 679-6514 Email: eric.negley@nokia.com</p>
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Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.

7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

<p>Enterprise Services Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov</p>	<p>Nokia of America Corporation Attn: Head of Legal & Compliance 600 Mountain Avenue Murray Hill, NJ 07974 Email: jody.bishop@nokia.com</p>
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Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

8.1. **SUMMARY SALES DATA.** Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this

Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.
- 8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any

litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.2. **AUDIT.** Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. **REQUIRED INSURANCE.** During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. **INSURANCE CERTIFICATE.** Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations

are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- 13. PUBLIC INFORMATION.** This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

- 14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's right under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.
- 14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 14.3. **REMEDIES for DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing

Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.

- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to either Party under the applicable commercial code.

- 14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participating Entity be liable to the other for exemplary or punitive damages. Contractor’s total liability shall not exceed \$2,000,000 per occurrence or \$8,000,000 aggregate; provided, however, that nothing contained in this Section will in any way exclude or limit Contractor’s liability for all damages arising out of negligence or personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

- 14.5. GOVERNMENTAL TERMINATION. Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services’ procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or

termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.

- (a) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 15.3. INDEMNIFICATION – Intellectual Property. The indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim,

it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption and Consent Agreement, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery of such goods and/or services to Purchasing Entity.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt

to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

- 17.12. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal,

discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 17.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

NOKIA OF AMERICA CORPORATION
A DELAWARE CORPORATION

By: *Eric W. Negley*
Eric W. Negley
Its: Commercial Contract Manager
By: *Robert M Fennelly*
Bob Fennelly
Its: Enterprise Head of Sales, East

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall

furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Cooperative Purchasing Master Agreement Insurance Certificate – Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

NASPO 00318 NVP-MA-Nokia-Clean 20211118 N2-Signed

Final Audit Report

2021-11-21

Created:	2021-11-19
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9_cyMI3z7EkFbCwb7XSeOU7ignCwFFtm

"NASPO 00318 NVP-MA-Nokia-Clean 20211118 N2-Signed" History






-  Document created by Neva Peckham (neva.peckham@des.wa.gov)
2021-11-19 - 4:28:17 PM GMT- IP address: 198.238.242.30
-  Document emailed to Elena McGrew (elena.mcgreg@des.wa.gov) for signature
2021-11-19 - 4:28:45 PM GMT
-  Email viewed by Elena McGrew (elena.mcgreg@des.wa.gov)
2021-11-21 - 10:45:21 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elena McGrew (elena.mcgreg@des.wa.gov)
Signature Date: 2021-11-21 - 10:48:09 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.
2021-11-21 - 10:48:09 PM GMT

EXHIBIT B

**STATE OF CALIFORNIA PARTICIPATING
ADDENDUM NUMBER 7-22-70-49-15**

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
Nokia of America Corporation (Contractor)

This Participating Addendum Number 7-22-70-49-15 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Nokia of America Corporation (hereafter referred to as "Contractor") under the lead state of Washington NASPO ValuePoint Master Agreement Number 00318.

1. SCOPE

- A. This Participating Addendum covers the purchase of Public Safety Communications Products, Services, and Solutions under the Washington NASPO ValuePoint Master Agreement. The Washington NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product and service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Washington NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin on January 1, 2022, or upon signature approval by the State, whichever is later. The term will end on December 31, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT) effective 11/19/2021.
- 2) Attachment A, Public Safety Radio Goods Special Provisions, TDe-947 (Rev. 12/2016).

B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-22-70-49-15
- 2) Washington NASPO ValuePoint Master Agreement Number 00318

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Washington NASPO ValuePoint Master Agreement Number 00318 are allowed under this Participating Addendum:

Category 5 – Microwave Radio

Sub-Category 5.1 – Microwave: Carrier Grade, Packet Data (Native IP)

Sub-Category 5.2 – Microwave: Network Grade

Sub-Category 5.5 – Microwave: Carrier Grade, Native Time Division Multiplex (TDM)

RADIO SOLUTION

Microwave Sub-Cat 5.1 Indoor Solution

Microwave Sub-Cat 5.1 Outdoor Solution

Microwave Sub-Cat 5.2 Indoor Solution

Microwave Sub-Cat 5.2 Outdoor Solution

Microwave Sub-Cat 5.5 Indoor Solution

Microwave Sub-Cat 5.5 Outdoor Solution

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. The following restrictions apply to state agency purchases under this Participating Addendum:

- 1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order. State Departments are responsible for obtaining an exemption from California Governor's Office of Emergency Services, Public Service Communications (CAL OES-PSC) prior to issuing a purchase order. This restriction is not applicable to political subdivisions/local governments.
- 2) Contractor shall reject State purchase orders for radio and related electronic equipment not stamped and signed by Cal OES-PSC, or risk termination of their Participating Addendum.
- 3) Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Public Safety Communications Products, Services, and Solutions website.

8. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

9. SUBCONTRACTORS

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

Participating Addendum 7-22-70-49-15

- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders issued by Participating Entities under this Addendum shall include the State Participating Addendum Number 7-22-70-49-15.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Recycled-Content Certification form](https://www.calrecycle.ca.gov/contracts/forms) (https://www.calrecycle.ca.gov/contracts/forms) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment B. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment B and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Desiree Obleton
Phone:	214-713-4226
Fax:	N/A
Email	Desiree.obleton@nokia.com
Address:	Nokia of America Corporation Attn: Desiree Obleton 3201 Olympus Blvd., Dallas, TX 75019

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Michael Wong
Phone:	279-946-8238
Fax:	N/A
Email	Michael.Wong@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This

provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. AGREEMENT

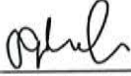
- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Agreement Number 00318, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Addendum 7-22-70-49-15

STATE OF CALIFORNIA

Department of General Services

Agency Name



3/1/2022

Authorized Signature

Date Signed

Stephanne Lim / MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Nokia of America Corporation

Contractor Name

~~Desiree Obleton~~

February 28, 2022



February 28, 2022

Authorized Signature

Date Signed

Desiree Obleton/Com. Contracts Manager

Matt Young/VP., Enterprise Sales NAM

Printed Name/Title of Person Signing

3201 Olympus Blvd.,
Dallas, TX 75019

Address

ATTACHMENT A



State of California
California Governor's Office of Emergency Services
PUBLIC SAFETY RADIO GOODS
SPECIAL PROVISIONS
TDe-947 (REV. 12/2016)



PUBLIC SAFETY COMMUNICATIONS

1. TECHNICAL STANDARDS

- a) Where applicable, all goods delivered shall meet or exceed the requirements contained in the Code of Federal Regulations, Title 47 Telecommunication, Chapter I Federal Communications Commission Rules and Regulations, in particular:
 - i) Part 2, Subpart I, "Marketing of Radio Frequency Devices" (47CFR2.803). All goods offered shall be authorized by the FCC by the bid due date.
 - ii) Part 15, Radio Frequency Devices (47CFR15).
 - iii) Part 90, Private Land Mobile Radio Service (47CFR90).
 - iv) Part 101, Fixed Microwave Services (47CFR101).
- b) Where applicable, all goods operating in the analog mode shall meet or exceed all applicable performance standards listed in TIA/EIA-603-C, "Land Mobile FM and PM Communications Equipment Measurement and Performance Standards", unless otherwise stated in the specification.
 - i) The State may consider goods operating within 30-50 MHz that are tested under comparable performance standards listed in TIA-603 and possibly EIA-152-C, "Minimum Standards for Land Mobile Communication FM or PM Transmitters, 25-866 MHz" and EIA/TIA-204-D, "Minimum Standards for Land Mobile Communication FM or PM Receivers, 25-866 MHz (which were superseded by TIA/EIA-603).
 - ii) Specification compliance testing conducted by the State, however, will be conducted in accordance with the methods, procedures, and requirements of TIA/EIA-603-C, unless otherwise stated in the specification. All measurements of transmitter radio frequency specifications shall be made at the transmitter chassis antenna connector. All measurements of receiver radio frequency specifications shall be made at the receiver chassis antenna connector. Measurements of received audio response and distortion shall be made at the speaker output.
 - iii) The performance requirements contained within the technical specifications further define and, in some cases, exceed the requirements contained in TIA/EIA-603-C. In the event of a conflict between performance requirements contained in TIA/EIA-603-C and the performance requirements contained in the specification, the requirements contained in the specification shall prevail.

- c) Where applicable, all goods operating in the digital mode shall meet or exceed all applicable APCO Project 25 system standards listed in the TIA/EIA 102 series of standards, interim standards and technical bulletins.
- d) Where applicable, all goods operating within 806-809 / 821-824 MHz and 851-854 / 866-869 MHz shall comply with the recommendations set forth in the National Public Safety Planning Advisory Committee 800 MHz NPSPAC Channel Regional Communications Plan for Regions 5 and 6 approved by the Federal Communications Commission (FCC) in 47CFR90.621(g).

2. SPECIAL ORDERING PROVISIONS

During the thirty-calendar day period immediately following purchase order issuance, the State reserves the right to increase the quantity ordered by up to twenty-five percent, or as otherwise specified, at rates not to exceed those contained herein.

3. SPECIFICATION COMPLIANCE TESTING

- a) Goods may be inspected before acceptance for workmanship, appearance, and conformance to all other requirements of the specifications. The State may reject any shipment or item of a shipment that is not in compliance with specification requirements or is otherwise defective in any manner.
- b) Within fifteen calendar days after contractor first receives notice of rejection, contractor shall, if requested by the State, remove rejected goods from the State's facilities. Upon failure of contractor to remove such goods from the State's facilities within the specified period, the State may forward such goods to contractor by common carrier, at contractor's expense and risk.
- c) Unless otherwise specified at time of rejection, and at no cost to the State, all rejected goods shall be repaired or replaced by contractor and shall be returned to the State within thirty calendar days from the date the goods are made available on, or removed from, the State's facilities, whichever occurs first.
- d) Unless otherwise specified at time of rejection, if contractor does not deliver goods meeting specifications within sixty calendar days from the date the goods are made available on, or removed from, State's facilities, whichever occurs first, contractor shall be deemed to be in default, and the State will terminate the purchase order in whole or in part in accordance with the Termination for Default provision contained in the General Provisions.

- e) At the State's option, contractor may be permitted to make repairs of rejected goods at the State's facilities.

4. MINIMUM GUARANTEES AND WARRANTIES

- a) Contractor is responsible for all guarantees and warranties required herein. Any guarantee/warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.
- b) If contractor is other than the manufacturer of goods delivered, contractor warrants that the manufacturer has authorized contractor to sell goods delivered. At the request of the State, written verification by manufacturer of such authorization shall be immediately provided.
- c) All goods delivered shall be guaranteed by contractor against defects for eighteen months from date of acceptance.
- d) During the guarantee period, contractor shall repair or replace, at its option and expense, all defective goods, or refund the purchase price thereof.
- e) Unless otherwise specified at time of requested repair, if contractor has not completed guarantee repair within thirty calendar days after notification of a malfunction, the State may effect such repairs and bill contractor for material cost and labor cost at the State technician current hourly rate.
- f) Workmanship and materials provided by contractor in the performance of any installation work required shall be guaranteed for ninety calendar days after installation. Workmanship or materials which are found to be defective during this period shall be promptly corrected at contractor's expense.
- g) During the Warranty Period, Contractor shall manage the individual warranties and maintenance services (if any) of the third-party Goods. If the third-party Goods do not function as warranted during the Warranty Period, Contractor will correct the deficiency

5. DESIGN DEFECT

- a) A design defect, based on the number purchased from the contract, shall be defined as identical failures occurring within five years after delivery in at least five units or five percent, whichever is larger, of identical assemblies, subassemblies, or parts supplied. (Shall be based on the number delivered to the State of California).
- b) Delivered goods shall be guaranteed by contractor against design defects for five years from date of acceptance. Upon written notification to and confirmation by contractor of design defects evidenced within the five-year guarantee period, contractor shall take prompt corrective action, at no cost to the State.
- c) Whenever it is necessary for contractor to take corrective action of design defects, contractor shall take the same corrective action in all identical goods supplied.
- d) All parts and materials used in corrective action for design defects shall be guaranteed by contractor against defects for one year from date of such corrective action.

6. SERVICE PROVISIONS

- a) Contractor shall provide the following services that will repair or exchange, in the times indicated, all defective goods returned by the State for repair.
 - i) Emergency no-charge warranty service within five calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - ii) Non-emergency no-charge warranty service within twenty calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - iii) Emergency full-charge nonwarranty service within five calendar days, excluding shipping time, for defective goods returned after expiration of the guarantee period.

7. AVAILABILITY OF REPAIR PARTS

- a) Contractor shall notify State of the date of last manufacture for all goods delivered.
- b) For a period of seven years from the notice of last manufacture, contractor shall make available to the State exact replacement parts for use in the delivered goods.
- c) If exact replacement parts are not available, contractor may substitute equal or similar parts which do not deteriorate performance and which will continue to meet all specifications in effect at the time of purchase.

8. AVAILABILITY OF MANUALS

- a) Contractor shall offer for free, or for purchase, complete service and repair manuals of the products offered on the contract.
- b) The manuals shall include theory of operation, board level schematics and complete parts lists.

9. AVAILABILITY OF TOOLS AND ADAPTORS

- a) Contractor shall offer for free, or for purchase, any specialized tools or adaptors needed to complete factory level repairs.
- b) The specialized tools and adaptors provided by the contractor shall enable technicians to complete factory level repairs, at the purchaser's repair and maintenance facilities, without voiding factory warranty.

10. SOFTWARE USAGE/LICENSE REQUIREMENT

- a) The California Governor's Office of Emergency Services, Public Safety Communications, and/or the purchasing agency shall be permitted to make unlimited copies of any software required for installation and maintenance of goods supplied. Such copies shall be for the sole and exclusive use of the State designated maintenance and engineering personnel in the installation, maintenance, and operation of the delivered goods.
- b) Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties, including Department of General Services, Procurement Division and Public Safety Communications Agency.

ATTACHMENT B

Usage Report: Public Safety Communication Support Equipment

Contract Number:	NASPO 00318: CA Participating Addendum No. 7-22-70-49-15
Contractor:	Nokia
Reporting Period:	Quarter & Year
Report Value:	\$ -
Administrative Fee of 1.0%:	\$0.00

Ordering Agency Full Name	State/Local Spend	PO Number	Order Date	Category ID	Manufacturer Part Number	Item Description	Quantity	Unit Price	Contract Unit Price	Extended Contract Price PAID	Index Date/ Catalog Version

EXHIBIT C

Madera County, CA

NASPO

Microwave Maintenance Services

Statement of Work

23.US.356275



NOKIA

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About Nokia

At Nokia, we create technology that helps the world act together.

As a B2B technology innovation leader, we are pioneering the future where networks meet cloud to realize the full potential of digital in every industry.

Through networks that sense, think and act, we work with our customers and partners to create the digital services and applications of the future.

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1 Introduction

This Statement of Work (“SOW”) describes the deliverables, the Parties’ respective responsibilities and other conditions applicable for the provision of Care Services (“Service(s)”) by Nokia of America Corporation (“Nokia”) for the Madera County, CA (“Buyer” or “Madera County”). Performance of the Services described in this SOW shall be governed by the state of California’s Participating Addendum #7-22-70-49-15 leveraging the NASPO ValuePoint Master Agreement 00318 (“Agreement”). No obligation to provide any of the Services described herein arises unless an order for such Service, incorporating the terms of this SOW, has been placed by Madera County and accepted by Nokia. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein. Nokia’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this SOW.

2 Executive Summary

To maximize the return of investment of Madera County’s network infrastructure it is of utmost importance to ensure end user satisfaction via a best performing network, minimized downtimes and service degradations, as well as optimizing the network productivity, by having the right scope of support accessible.

To address these targets the cornerstones of Nokia Technical Support Services “Technical Support” is designed for mission critical networks to ensure minimum downtime and at the same time to help Madera County to reduce total cost of ownership when operating the network efficiently.

2.1 Introduction

Nokia’s Technical Support Services addresses the full range of support services needed by Enterprise Madera County and their support organizations.

Technical Support Services for Enterprise Madera County and consists of the following modules:

Modules	Description of Module
HW Replacement Service	Access to Hardware Advanced Exchange services
Self Service	Access to Nokia Support Portal for ticket creation and HW RMA
Documentation	Access to product and procedural documentation via Nokia Support Portal
Software Updates	Access to SW updates via Nokia Support Portal
Technical Advice	Access to Technical Support Notes, known faults and Change notes via Nokia Support Portal
Digital Support	Access to Nokia Discussion Forum for technical queries
Remote Incident Handling (8x5)	Access to Global Nokia expertise 8x5 remotely for non-critical incidents

24/7 Emergency Remote Support (Critical Incidents)	Access to Global Welcome Center and Global Nokia expertise 24/7 for critical incidents
Learning Services	Access to Nokia Learning Store and Learning Hub

3 Software Support Service

3.1 Service Description

Service consists in providing remote support within the agreed response times for the Supported Products. Support, by way of example: Answering product-related questions, troubleshooting assistance, providing diagnostic procedures, investigating suspected software defects, and remedying errors and malfunctions, providing access to Patch-and / Maintenance- Releases as may become available.

For situations where part or all the network’s functionalities are not available, the Service offers fast restoration of Madera County’s end-user services or network equipment for Supported Products, including investigation, troubleshooting and continuous remote support by Nokia’s experts until the functionality is restored.

3.2 Deliverables

Nokia Deliverables
Online access to product specific Madera County support content of the nokia.com website. Online content may include technical product support information, subscription services, and other facilities, all provided in English language.
Online access to Patch Releases, or Maintenance Releases for Supported Products, when available, and according to the lifecycle defined for each Supported Product.
Online access to Release documentation, describing improvements, minor enhancements, fault corrections as well as standard installation instructions and procedures for Patch Releases or Maintenance Releases in electronic format.
Provide Madera County access for opening Ticket Requests, according to agreed service level.
Confirmation of Madera County's Ticket Requests
Troubleshooting of problems, via phone, or virtual private network, down to Supported Products component level, or sufficiently to exclude Supported Products as the root cause.
In the event of service disruption, providing support via phone, or virtual private network for restoring Supported Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible.
Provide resolutions to problems by providing software and/or procedural workarounds, where feasible.
Provide in case of material performance-affecting errors or malfunctions in the Software, corrective action to restore product performance. Such corrective action may, at the sole

discretion of Nokia, initially include temporary patch changes followed by further modification of the Software to achieve removal of such material errors or malfunctions.

Provide answers to technical queries and requests for information, relating to operational problems experienced by Madera County in its daily network operations and maintenance.

3.3 Supported Products and Software

This Service is:

- i) Intended for Supported Products deployed in a commercial communications network and
- ii) Provided for issues detected in said Supported Products that are demonstrable in the currently supported releases of Software, running unaltered, and on an appropriate run-time-environment as specified by the Nokia.

Coverage may be extended to Supported Products used in Madera County’s own lab for testing purposes before and during commercial use in Madera County’s network. In such events, Service will be provided during normal Business Hours without regard to the Support Level applicable to Madera County’s other Supported Products and subject to any specific Non-Production Targets set out in section Service Delivery Targets and Service Hours.

Supported Software releases are defined by the life-cycle specific for each Supported Product or product line.

This Service covers Supported Products:

- Installed and integrated by Nokia, or
- Installed by Madera County and certified by Nokia, or
- Installed by Madera County trained by Nokia.

In general, software corrections are provided either in a scheduled Maintenance Release or in the next Feature Release under development. Decisions of which versions of software will be updated, and whether to include a correction in a Maintenance Release as opposed to including it in the next Feature Release, rests in Nokia's sole discretion.

Software Maintenance and software correction is granted until standard product C10 (End of Maintenance/Support/Repair).

3.4 Service Levels

Service Level defines the service delivery targets and in addition, the Service Hours and service access methods available to Madera County. All requests for assistance from Madera County are considered as Ticket Requests.

3.4.1 Ticket Request Classification

To classify a request, Nokia technical support personnel will confirm with Madera County the impact of the reported problem to determine an appropriate classification (“TR Classification”). Where the parties disagree on the classification of a particular reported

problem, Madera County and Nokia technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event the parties are unable to reach agreement on the classification, Nokia reserves the right not to consider the reported problem in the overall SLA performance targets.

Severity definitions for a Ticket Request:

<p>Critical</p>	<p>Severity Critical issues are conditions under which a software/feature is inoperative and Madera County’s inability to use the licensed product/service has a critical effect on Madera County operations. These are conditions that severely affect the primary functionality of the product such as:</p> <ul style="list-style-type: none"> ▪ Product inoperability ▪ A significant reduction in the performance, i.e., traffic/data handling capability, such that designed-for loads cannot be handled. ▪ Any loss of emergency capability (e.g., emergency calls) ▪ Safety hazard or risk of security breach. <p>Due to the business impacting nature a Critical issue requires non-stop immediate corrective action until restoration, regardless of time of day or day of the week.</p>
<p>Major</p>	<p>Severity Major issues are conditions under which a software/feature is partially inoperative but is still usable by the Madera County. The product is usable, but a condition exists that seriously degrades the product operation, maintenance, or administration, etc., and requires attention during pre-defined standard hours to resolve the situation. The urgency is less than in critical situations because of a lesser immediate or impending effect on problem performance, Madera County and Madera County’s operation and revenue such as:</p> <ul style="list-style-type: none"> ▪ Reduction in product’s capacity (but still able to handle the designed-for load), i.e., simplex failure (loss of redundancy) ▪ Any loss of administrative or maintenance visibility of the product and/or diagnostic capability ▪ Repeated degradation of an essential component or function ▪ Degradation of the product’s ability to provide any required notification of malfunction.
<p>Minor</p>	<p>Severity Minor issues are conditions under which a software/feature is usable by the Madera County, with limited impairment on the function(s) of the system. The condition is of a lesser severity than Critical or Major and is not critical to overall Madera County operations and does not restrict such operations. By default, all issues occurring on non-production environments should be registered as incidents with minor priority, unless stipulated otherwise in the Madera County contract.</p>
<p>Information Request</p>	<p>An Information Request is any product/technology related question that is not related to a reported problem with the Nokia product or technology. The answer to the question is the resolution for an information request, not the resolution of the underlying problem.</p>

3.4.2 Service Delivery Outcomes

The following outcomes of the service delivery are to be used in assessing Nokia’s service performance. These are the definitions for the Service Delivery Outcomes. The service delivery targets in section “Service Delivery Targets and Service Hours” indicates the SLA.

Initial response (Critical)	Nokia's service engineer attempts to contact Madera County, typically via phone after initially reviewing the case.
Initial response (All others)	Response sent by Nokia’s service engineer after initially reviewing the case. The information communicated in the Initial Response typically includes the name of the contact person who will be handling the matter, the case identification details, a determination of the severity classification of the case, and possibly any requirements for additional information needed from the Madera County about the nature of the reported problem.
Restoration	Neutralization of the impact of Madera County’s end-user services or network equipment in the event of service disruption, where either part or all the network’s functionalities are not available.
Temporary Solution	A temporary measure implemented to manage a problem and is intended to minimize harmful effects until a permanent solution can be implemented. A Temporary Solution may include operational advice or a modification and is measured from time Nokia communicates the availability of a Temporary Solution to the Madera County.
Solution	A procedural solution, or modification, or answer to address a problem is made available to Madera County. If the Solution is for a SW defect, the target shown is when the Software package that corrects the reported problem is made available.
Solution (Information Request)	A clarification and qualified answer to the question, containing information related to operational problems experienced by Madera County in its daily network operations and maintenance activities.

3.4.3 Access Methods

Madera County’s access to Service are as follows:

Service	Access to Service
Critical	24/7, phone
All other	8x5, Nokia’s Support Portal

3.4.4 Service Delivery Targets and Service Hours

The following Targets shall apply to service outcomes in response to a Ticket Request within the scope of Service:

**Service Levels for Mobile Networks Products:
Technical Support, Service Level Agreement: Gold**

Support Availability	Severity	Initial Response 1)	Restoration 2), 3), 4)	Temporary Solution	Solution
24x7x365	Critical	15 M	4 hours	2 BD	30 CD
8 x 5 during Business hours	Major	1 BH	Not Applicable	7 CD	60 CD
	Minor	8 BH		Not Applicable	120 CD
	Community / Discussion Forum	4 BH		Not Applicable	Not Applicable

Service delivery performance target is 90 (ninety) percent. Performance is calculated by using a rolling average over 12 (twelve) months as follows:

For all outcomes, due within a calendar month:
(closed within the calendar month / due within the calendar month) x 100%

Please note that Remote Access to impacted systems in the network is mandatory to be able to effectively investigate and provide a Restoration, Temporary Solution or Solution delivery within agreed time periods.

Please note that Service delivery performance target for lab/non-production Support Tickets are not applicable.

Specific Notes (referenced in table):

- 1- Critical Ticket Requests can only be opened by phone. For Major, Minor Ticket Requests or Information Request can be opened via the web, 5 minutes will be added to all Respond targets submitted via Nokia’s on-line web form. For Major and Minor Ticket Requests sent to Nokia via email, 60 minutes will be added to all Respond targets.
- 2- Restoration targets only apply to outage conditions (service or functionality) that can be entirely neutralized remotely. Madera County personnel is required to be on-site during restoration.
- 3- Target does not apply when Supported Products are not installed in redundant configurations, if available.
- 4- If Madera County requires a service window (i.e., scheduled downtime of the network) to address a reported problem, the scheduled interval will not be included within the Restoration time, since during the scheduled period Nokia cannot perform activities. If on-site intervention is required to resolve a hardware problem (e.g., replacing a faulty Supported Products), the Restore/Restoration target is temporarily suspended during that time period. It will restart once the hardware problem is corrected (e.g., a new or repaired Supported Products is installed in the network).

3.4.5 Service Delivery Targets and End of Life

If Madera County requires Remote Technical Support under this SoW for a Supported Product for which the Feature Release or Maintenance Release is at end-of-life, the service request may be rejected because the service level defined in this SoW is not

applicable to end-of-life product releases. If Nokia does accept the service request under this SoW, the SLA tables of the Supported Product in this SoW shall not apply to the service response provided by Nokia and any actions taken to provide Remote Technical Support shall be conducted with no service performance targets.

3.5 Share of Responsibilities

Buyer Responsibilities
Ensure that only submitters that are trained by Vendor on Operations and Maintenance of the Supported Products are entitled to report a Ticket Request. Buyer shall keep updated and shared with Vendor both the list of entitled submitters and modifications to escalation chains.
Ensure availability of employees which are trained by Vendor on Operations and Maintenance of the Supported Products to assist Vendor’s personnel. This may include, without limitation, assistance in performing additional tests, and gathering additional information.
Ensure that the Supported Products are, over time, installed, configured, operated, administrated, and maintained in accordance with Vendor’s applicable installation, configuration, operation, administration, and maintenance specifications.
Ensure the implementation of all software updates, firmware updates and hardware changes required by Vendor within a reasonable time.
Ensure the continuous implementation of all supplied Software updates, firmware updates and Hardware changes required by Vendor according to the CR-24 policy delivery cadence.
For the Supported Products, Buyer shall provide its own means to install fixes, patches, and updates, as and when made available by Vendor.
Maintain a procedure external to the software programs for regular back-up (software, configuration) and for reconstruction of lost or altered files, data, and/or programs.
Ensure that adequate resources are made available to Supported Products, as defined in Supported Products’ documentation. In case of a software only product, the resources include, but are not limited to, CPU, memory, I/O bandwidth, storage, and network communication response times.
Set up infrastructure (including hardware, software and connectivity related) to access the product specific Buyer support content of the nokia.com website.
Provide to Vendor expert the login credentials and procedures to access the Buyer's network (via network management system(s) or directly to specific network devices)
Provide all information necessary for Vendor to provide the Service without delay on the Supported Products. This includes, without limitation: identification of the releases of the Supported Products; network configuration and recent configuration changes; evidence of problem on the Supported Products; logs, traces and product diagnostic results for the Supported Products and for all the components of the environment of the Supported Products; evidence that resources allocation has been aligned with Supported Product’s

<p>needs, as defined in Supported Products' documentation; already performed actions; any information to help reproduce the conditions under which the trouble occurred.</p>
<p>Include Severity Level of problem, service disruption status, Supported Product name, contract number, submitter name & location, call-back telephone number and/or email address, system name & location, type, and serial and/or license number, and alternate contact.</p>
<p>Perform initial problem diagnostics and analysis to isolate the problem to specific Supported Product. In the event of service disruptions, perform first/ second line troubleshooting and correction attempts following the incident management process of network operations.</p>
<p>Permit Remote Access to affected systems for Vendor's service engineers, using a mutually acceptable solution that reasonably meets the following characteristics:</p> <ul style="list-style-type: none"> ▪ Is secure, for the purposes of protecting the Buyer's data. ▪ Performs at a minimum throughput of 20 MBytes/s in both directions. ▪ Provides a comprehensive view into the Buyer's Supported Product (e.g., Product's Graphical User Interface) ▪ Includes a mechanism to allow files to be transferred to Buyer. ▪ Allows multiple connections (multi-session) for Vendor service engineers, if required ▪ Supports continuous automatic streaming of network data, or machine-initiated transfer of network data, to Vendor. ▪ Provides connectivity from a Tool to Network elements. ▪ Provides permanent connectivity to Remote Access Solution (RAS) to Buyer network, required for the collection of installed base and symptom data. ▪ Provides permanent connectivity to, but not limited to: <ul style="list-style-type: none"> • Vendor Buyer Inventory Base (NCIB) • Vendor Preventive Troubleshooting Framework (PTF) • To support activities requested by Buyer. <p>The solution should not:</p> <ul style="list-style-type: none"> ▪ Require a dedicated internet line. ▪ Require Vendor to possess a token from Buyer. <p>Additional requirements:</p> <ul style="list-style-type: none"> ▪ Provide a minimum of three logins with passwords for Vendor technical support personnel three shareable accounts a login/password combination for set of Vendor support personnel as specified by Vendor. ▪ Buyer shall provide the infrastructure to enable the required permanent connection to Buyer network. If Buyer limits the permanent connection to its systems access in terms of availability, some service levels will not be available.
<p>Vendor may, at its sole discretion, perform any portion of the Services remotely and therefore such remote connectivity is mandatory to provide the Services. Such remote connection can be established from Vendor's local site, one of the Vendor technical support centers, Vendor operation centers, or from a third party contracted by Vendor for providing support services. Vendor may also introduce, use, change or replace any tool, automation or any other advanced technology Vendor may consider appropriate for the performance of the Services.</p>

All the methods and tools will be in full compliance with the obligations contained in this Agreement and shall not constitute a Change Request.
Provide additional information within adequate time, proportional to Vendor's service delivery targets.
Perform follow-up and implementation of instructions, guidelines or any remedial advice provided by Vendor including installation of correction or corrective measures
Provide verification of the delivered solution or confirmation of system restoration and closure of TR within reasonable time, proportional to Vendor's service delivery targets.
Allow Vendor to collect network inventory for the purposes of support services, for e.g., notifying on relevant Maintenance Releases and End of Life notifications.

Nokia Responsibilities
Provide instructions and templates for gathering of information from incidents
Provide instructions for opening Ticket Requests.
Provide the login credentials and procedures to establish access to the Nokia's online Madera County support systems.
Provide deliverables stated in the Deliverables section, according to the targets set in the Service Levels section
In the event of a service disruption, provide continuous remote support for Madera County's personnel, until system operation is restored. In addition, keep involved Madera County personnel and management informed and updated regularly until the situation is resolved.
Coordinate with Nokia(s) of embedded third-party software

3.6 Madera County's Obligations

- Madera County will be notified upon completion of Services either by receiving a notice of completion or by providing Madera County the deliverable(s) specified in this SOW.
- Madera County shall have ten (10) calendar days from such notice to notify Nokia that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted – and Nokia is entitled to close the Ticket Request – on the earliest of:
 - 1) The term of (10) ten days' notice has passed with no notice of non-conformance from Madera County or
 - 2) Madera County's acceptance; or
 - 3) Madera County's continued use of the Services after the (10) calendar days' notice has expired.

- Madera County shall promptly provide all required information. In case Madera County is not responding to the requests for additional information, Nokia is entitled to close the Ticket Request after three (3) failed attempts.
- Madera County shall promptly apply the solutions provided by the Nokia to address a reported problem’s measurements. This includes but is not limited to allowing such operations only during scheduled downtime of the network.
- Madera County will be responsible for any delay caused in establishing satisfactory quality of Remote Access, which shall be deleted from the service performance measurements.
- All software that is ultimately provided in connection with the Service including, without limitation, Maintenance Releases, Patch Releases, or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.
- Nokia will reserve the right to charge an additional fee in the case of improper initial problem diagnostics and/or analysis to isolate the problem to specific Supported Product.

4 Advanced Exchange Service

4.1 Nokia Responsibilities

4.1.1 Description

Advanced Exchange provides for the exchange of Madera County-owned Field Replaceable Units (FRUs). Nokia will dispatch a functional FRU in advance of receiving the reported defective FRU from Madera County. Exchanged FRUs may contain components that are used, remanufactured, or refurbished. Exchanged FRUs will be form, fit and functionally compatible.

4.1.2 Supported Products and FRUs

The Services described in this SOW are exclusively for the product(s) and associated Supported FRUs identified as follows:

4.1.3 Service Levels

Advanced Exchange offers the following service levels, as defined in the Supported Product List.

Advanced Exchange in Days (AED): The replacement FRU delivery is measured in Calendar Days or Business Days.

After product discontinuation, as per X-Haul official roadmap, repair services SLAs will continue to be supported with commercial reasonable efforts for the remaining term of the SLA.

Severity	Response	Pro Support
Hardware	Advance Exchange	NBD

4.1.4 Deliverables

Following receipt and acceptance of the Hardware Service Request from Madera County, Nokia will provide a Return Material Authorization (RMA) as return authorization and instructions on where Madera County is to ship their defective FRU.

Nokia will deliver a replacement FRU to the Madera County Hand Over Point (HOP) within the applicable FRU Delivery Target in accordance with applicable INCOTERMS as defined in the Supported Product List. Madera County requests for delivery of a Supported FRU to an alternate location not specified in the Supported Product List shall not be subject to the specified Delivery Deadline.

4.2 Share of Responsibilities

R: Responsible; A: Assist

Service Readiness Process	Nokia	Madera County
Document the covered hardware, locations, configurations		R
Define the Supported Product List	R	
Define the Madera County Hand Over Points (HOP)	R	R
Define the INCOTERMS	R	
Define the Nokia Hand Over Points (HOP)	R	
Define the Nokia-to-Madera County FRU Delivery Target	R	
Define the Madera County-to-Nokia FRU Return Delivery Deadline	R	
Designate Nokia contacts	R	
Designate Madera County contacts		R
Establish and maintain entitlement records	R	
Provide notice of changes to installed products, locations, and configurations on a quarterly basis		R
Define the Hardware Service Request procedures	R	
Declare the Ready for Service Date	R	
Hardware Service Request and Approval Process	Nokia	Madera County
Initiate the Hardware Service Request (HSR) per Nokia’s procedures and provide the following minimum information: <ul style="list-style-type: none"> ▪ Requester’s company name and entitled company name (if different) ▪ Requester’s name, phone numbers and email addresses ▪ Identification of the Supported FRU and serial number ▪ Identification of the ship-to location address (HOP) ▪ Nokia assigned service agreement number 		R
Minimize the number of No Fault Found (NFF) conditions through utilization of technical support services as appropriate; reference to, and compliance with, manufacturer’s diagnostic procedures; and by remaining familiar with Nokia’s and the manufacturer’s published references	A	R

Verify Hardware Service Request entitlement and approve Hardware Service Request	R	A
Issue Return Material Authorization (RMA)	R	
Hardware Service Request Fulfilment and Completion Process	Nokia	Madera County
Deliver replacement FRU to the Madera County HOP within the FRU Delivery Target	R	
Ensure the requested delivery site is ready to receive exchanged Parts and that no delays are caused in the delivery attempt		R
Inspect replacement FRU and packaging for correctness and condition and promptly report non-compliances	A	R
Handle electrostatic discharge (ESD) sensitive material in an appropriate manner including the use of ESD protection packaging		R
Remove extraneous, peripheral, and ancillary hardware from the defective FRU		R
Include the Failure Report and all relevant documentation in the defective package		R
Provide adequate packing material to protect against a reasonable risk of damage that would normally occur during shipping by common carrier		R
Label the outside of the defective return package with the Nokia assigned RMA number		R
Deliver the defective FRU to the Nokia HOP within the FRU Return Delivery Deadline		R
Inspect defective FRU and packaging for correctness and condition and promptly report non-compliances	R	A
Notify Madera County in case exclusion conditions apply	R	
Issue purchase order for replacement of excluded FRUs		R
Replace excluded FRUs at Madera County’s expense	R	

4.3 General Terms and Conditions

Term	Conditions	Value
Ready for Service	Measured from the provision of the Installed base and configuration detail	120 days
Hardware Service Request Deadline	AE Calendar Day Service	As defined in the Supported Product List
Hardware Service Request Deadline	AE Business Day Service	As defined in the Supported Product List
Deliver Replacement FRU to Madera County HOP	From acceptance of Hardware Service Request	As defined in the Supported Product List

Return Defective FRU to Nokia HOP	From date of replacement delivery at Madera County HOP	Fourteen (14) Calendar Days
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4.4 Defective Return Delivery

4.4.1 Exchanged Defective FRUs

Upon receiving the replacement FRU Madera County will deliver the reported defective FRU to Nokia’s HOP within the Return Delivery Deadline of fourteen (14) Calendar Days. Madera County will follow the shipping instructions for returning defective FRUs to Nokia and will use the return label if one is provided. Madera County must always return the specific FRU that was reported defective. Deviating RMA numbers, item codes or serial numbers will be rejected and returned to Madera County.

4.4.2 Unreturned Defective FRUs

FRUs for which Madera County fails to comply with the Return Delivery Deadline requirements will be treated as Unreturned FRUs.

If Madera County fails to return the reported defective FRU to Nokia as specified or returns material that is excluded from coverage as specified in “Exclusions” section, Madera County agrees to pay Nokia the undiscounted price for the Advanced Exchange FRU(s) and € five hundred (€500) per item in restocking fees.

When informed of Unreturned FRU instances by Nokia, Madera County will acknowledge notification of such instances within fourteen (14) Calendar Days and will issue to Nokia a respective purchase order within thirty (30) days of Nokia’s notification of such instances, or otherwise provide documented evidence that Nokia’s claim of Unreturned FRUs does not apply.

4.5 Warranty Period

The warranty period for repaired or replaced Supported FRUs is six (6) months from the date of delivery to Madera County’s HOP or the remainder of the original warranty period granted under the Supply Contract, whichever is longer.

5 Software Subscription Plan (SSP)

5.1 Nokia Responsibilities

5.1.1 Description

Nokia will make available all Feature Releases of software for network/node elements, management systems for specific network elements or families of network elements, and other network-related applications at Nokia’s sole discretion. The products to which this Software Subscription Plan (SSP) service is entitled are listed in the Appendix.

5.1.2 Tasks/Deliverables

Nokia shall provide the following:

5.1.2.1 Access to Feature Releases

Provide, as may be available, and in Nokia’s sole discretion, any Feature Releases for Products, provided they are within the Generally Available phase of their lifecycle. No releases are available for manufacture discontinued (“MD”) products.

Feature Releases may also include provision of third-party software upgrades, as may be made available by the third-party software manufacturer, if third-party software is supported by Nokia and was licensed to Madera County by Nokia.

Feature Releases encompass the products that are purchased by Madera County, as set forth in the Pricing section and the “Maintained Products and Scope of the Services” or “Products Covered” section of this SOW; provided, however, if a Feature Release contains a new feature for such product(s) for which an additional license or activation fee is required, this must be purchased separately by Madera County; otherwise, it is not included in the Services, and will not be provided to Madera County.

- **Distribution of Feature Releases:** Releases will be provided via Internet download on the Nokia Support Portal.
- **License Terms of Feature Releases:** All software that is provided in connection with the Service is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

5.1.2.2 Release Notes

Provide the associated Release Notes applicable to the software and hardware revisions supported by the Feature Release and a list of all changes and additions to the latest release. Any procedural updates that are impacted by the Feature Release will also be provided.

5.1.2.3 Firmware for Control Cards

If required, provide new or an upgrade to firmware specific to the control card(s) of the relevant Products. (Does not include line card firmware).

5.1.2.4 Access to Patch Releases and Maintenance Releases

Provide, as may be available, and in Nokia’s sole discretion, any Patch Releases and Maintenance Releases for the Products.

- **Distribution of Patch Releases and Maintenance Releases:** Releases will be provided via Internet download on the Nokia Support Portal.
- **License Terms of Patch Releases and Maintenance Releases:** All software that is provided in connection with the Service is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

5.1.2.5 Product Upgrade Procedure

Provide a generic procedure document on how to upgrade the Product(s) located on the Nokia Support Portal.

5.2 Limitations

Madera County must separately purchase following items:

- Any modifications to any parts of the network which are deemed by Nokia necessary to accomplish network compatibility with a Feature Release.
- Any additional products required to take advantage of any new functionality within a Feature Release.
- Any additional software licenses required to support growth in the network of hardware or software (e.g., nodes, subscribers, etc.).
- Any features in a Feature Release for which an additional license or activation fee is normally required.
- Where required, a minimum of twelve (12) weeks lead-time must be provided for all Firmware orders (i.e., PROMs – Programmable Read-Only Memory).

5.3 Conditions

- Madera County must purchase the Service for a minimum period of time.
- Madera County must purchase the Service in conjunction with Software Support Services (Technical Support).
- For each product listed in the Appendix, the quantity specified must include all such parts found in Madera County’s network. Coverage for a subset of deployed products in Madera County’s network are not permitted.
- After the Effective Date of the Services under this SOW, to account for any changes to the network elements or quantity of software licenses beyond those listed as products covered in the Appendix, one of the following schemes applies:
 - Network Growth Scheme 1: upon the anniversary of the Effective Date, Nokia will back-charge Madera County a pro-rated amount. The subsequent annual charge will also be updated to reflect the changes.
 - Network Growth Scheme 2: upon the anniversary of the Effective Date, Madera County will be charged a corresponding increase/decrease in the annual fee for that Renewal Term and subsequent Renewal Terms.
- If Madera County terminates the Agreement prior to the expiration of the Term, and then wants to re-subscribe to this Service at a later date, such Service will not be provided unless and until Madera County has paid Nokia any associated early termination fees and has settled all liabilities under the Agreement.
- Prices are based upon purchase of the Service for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, there is no right by Madera County to terminate this SOW or any order for convenience during the course of the Initial Term or any Renewal Term.

5.4 Possible New Release Roadmaps

The forecast of future software releases (“product roadmap”) is provided by Nokia solely to inform Madera County of Nokia's plan of record for the relevant product(s) and both parties to this SOW hereby agree that such information does not form a commitment of any kind on either party in relation to this contract. There are no penalties, liquidated damages or other remedies associated with changes to the product roadmap including cancellation of any specific feature or functionality or delay in the timing of development.

5.5 Madera County Responsibilities

Prior to the commencement of this SSP Service, Madera County shall:

- If necessary, upgrade the entitled products listed in the Appendix to the specified release level. All expenses, including but not limited to hardware, software, third-party products, or installation, are solely the responsibility of Madera County.
- Nokia Software Support Service (Technical Support) must be in effect prior to the delivery of the SSP Service.

During the SSP service term, Madera County shall:

- Provide commercially available computing hardware for the Products according to product specifications, except in those cases where Nokia provided such computing hardware.
- Update the products covered table in the Appendix on an annual basis.
- Allow Nokia, if Nokia deems it necessary, to verify the accuracy of the reported parts shown as products covered table in the Appendix by reasonable means.
- If Madera County is not forthcoming with updates to the products covered table as indicated in above, Madera County shall allow Nokia to perform an audit of their network, at Madera County’s expense.

5.5.1 Madera County Responsibilities Concerning Nokia Feature Release Download Service

- Madera County must designate contact(s) within their organization who is/are responsible for receiving the Feature Releases and will communicate such contact(s) in writing to Nokia.
- Madera County shall not enable or permit download access to any person other than its designated contact(s), without Nokia’s prior written consent. Such consent shall be at Nokia’s sole discretion.
- If requesting such consent, Madera County shall identify to Nokia any non-employee who Madera County would like to have access to the download site, and if requested by Nokia, will provide a copy of a Non-Disclosure Agreement executed between Madera County and the non-employee in accordance with the confidentiality terms of the agreement pursuant to which the products were supplied. Such agreement will provide, at a minimum, the level of protection provided in this contract. Nokia may refuse consent within its sole discretion.

- Madera County must notify Nokia in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the download site.
- Madera County’s use of any download site is subject to all Terms of Use then set forth or linked to the download site. Such Terms of Use shall in no event be construed to increase Nokia’s obligations under this SOW nor to create or modify any performance objectives for the Services under this SOW.

Without limiting Nokia’s other rights, Nokia may deny access immediately and in the future to individuals using the download site other than as permitted. Nokia shall have no liability to Madera County on account of such denial.

6 Exclusions

Any service not expressly included in this SOW is excluded. Among other things, the service(s) listed below, do not include, for example, the following services or tasks.

The Service does not cover the following:

- Access to Feature Releases.
- Optional or new software features resident in a Maintenance Release or Feature Release, except to the extent that Madera County has separately paid the applicable license fees for the use thereof.
- A Madera County’s request to change the product specification.
- Open-source software, if any, that is distributed on an "as is" basis under the respective license terms, and Nokia disclaims any liability in relation to such open-source software, and
- Software as such or software in respect of third-party equipment that Nokia purchases or licenses from third parties and delivers to Madera County, either as a sublicense or as a direct license from the third party in connection with, or as part of the delivery of Supported Products. Nokia undertakes to forward to Madera County the maintenance undertakings and/or warranties given by such third parties.
- Pre-releases, or testbed, trial, or pilot releases of Software (which are expressly designated as experimental or preliminary) that may be offered to Madera County from time to time. Such releases are provided to Madera County for testing and other purposes than use in any revenue-earning or other primary business purpose, and such software is expressly agreed as being supplied on an "as is" basis.
- Onsite service, installation service, preventive service, or coverage of third-party software.
- Creating or making corrections to Madera County-specific reports.
- Maintenance operations, including but not limited to system administration, system audits, backup and restore procedures, proactive monitoring, operational reports.
- Training of Madera County staff.
- Maintenance or repairs of accessories, attachments or any other devices not identified in this SOW.
- Furnishing of optional accessories or consumable supplies.

- Equipment certification efforts, as required per Nokia's policy on equipment not installed by an approved Nokia installer, or lapse in maintenance coverage, or equipment that has been moved.
- Recovery of any lost data or expenses for reconstructing data lost during the performance of the Service.
- Support for custom software features not named in this SOW as Supported Products, that is, any features that are not present in the generally available version of the Supported Products.
- Providing Madera County specific instructions for installation of Patch Releases or Maintenance Releases by Madera County.
- Support for non-Supported Products, whether or not they reside on the same computing hardware platform on which Supported Products reside.
- Modifications, maintenance, or repair performed by other than Nokia designated personnel, including changes, modifications or alterations not authorized by Nokia in the Supported Products, the hardware, or the software environment in which the Supported Products operate including, without limitation, the introduction of updates of third-party software or hardware that have not been validated by Nokia.
- Database problems: If the condition is determined to be the result of corruption of the Supported Products' database, and such corruption is not the direct result of the Supported Products, the condition will be referred back to Madera County. However, if corruption is the result of, or caused by, Nokia's Supported Products, Nokia shall manage the resolution of the problem, at no additional charge; provided, however, that Nokia shall only be responsible for restoring data on the media. Madera County shall be responsible for providing Nokia with the data that needs to be restored.
- Other/interfacing systems problems: If the condition is possibly caused by systems other than the Supported Products including, but not limited to, systems that interface with the Supported Products, then the condition will be referred to Madera County for corrective action, unless:
 - The other system(s) has (have) been furnished by Nokia and is (are) covered under a Nokia maintenance contract, in which case Nokia shall manage the resolution of the problem.

OR

- Interoperability with the other system(s) is covered by a dedicated SWS Maintenance agreement for Interoperability Support
- Events due to a failure to continually provide a suitable operational environment with all facilities prescribed by the applicable product specifications document including, but not limited to, the failure to provide, the failure of, or faulty, adequate electrical power, air conditioning, or humidity, dust control.
- Use of the Supported Products in a manner not in accordance with its specifications, operating instructions, or license-to-use,
- Support of Software running on either obsolete or End-of-Life Hardware.
- Support of a Supported Product that is operating on an end-of-life software release.

Advanced Exchange does not include:

- The detection or isolation of failed FRUs.
- The removal or installation of FRUs from or into the network/systems.
- FRU modification or upgrade services, unless deemed necessary by Nokia.
- Root cause analysis or failure mode analysis that specifies the actual FRU failure cause or any specific remedial action.
- Custom reports unless mutually agreed between Buyer and Vendor.
- FRUs with defects or malfunctions caused directly or indirectly by: (1) failure of non-Nokia personnel to follow the manufacturer's installation, operation, or maintenance instructions; (2) Products or their FRUs not specifically identified in the Supported FRU List; (3) abuse, misuse, or negligent acts of non-Nokia personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism, or other hostiles actions.
- FRUs that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-Nokia approved personnel; (4) the installation or attachment of non-Nokia approved components including hardware or software; (5) any condition that exceeds the tolerances as prescribed by the manufacturer or failure to continually provide a suitable operational environment including, but not limited to, the failure to provide adequate electrical power, air conditioning, dust control or excessive humidity.
- Passive and mounting hardware including, but not limited to, cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels, or labels.
- Consumables including, but not limited to, fuses, batteries, air filters, or transformers.
- Documentation or software in all media forms.
- Equipment certification, as required per Nokia's policy on equipment not installed by an approved Nokia installer or lapse in Maintenance coverage that spans more than ninety (90) days, or equipment that has been moved.

Software Subscription Plan does not include:

- Performing services related to implementing Releases in Madera County's network, including but not limited to:
 - Software Installation or upgrade services (on-site or remotely), network and node staging (on-site or remotely), hardware modification, software configuration or re-configuration, custom tool/script development, technical support prior to or during installation (on-site or remotely), or network integration. Installation services are available for purchase from Nokia.
 - Supplying spare parts, training, network planning, management, or related project services.

7 Additional Terms

Unless otherwise stated in previous sections of this SOW, the following terms apply to all Services. Additional terms and conditions are per the Agreement.

7.1 Conditions

- Nokia reserves the right to determine which personnel to assign to perform Services. Nokia personnel shall at all times be subject to the employment conditions of Nokia and not those of Madera County. If Nokia personnel are present on Madera County’s premises, those Nokia personnel shall respect Madera County’s on-site conditions.
- Nokia may use proprietary tools and software for providing this Service. The stated price does not include the sale, licensing or transfer of such tools or software to Madera County.
- All work will be performed during normal business hours – 8 AM to 5 PM, local time, Monday through Friday (excluding holidays) - unless different working hours/schedule have been specified elsewhere in the SOW.

7.2 Change Management

The pricing in this SOW is based upon performance of the tasks and provision of deliverables specifically defined in this SOW. Requests for additional work activities that are not described in this SOW, including Madera County-required overtime or night work, or the application of any different or additional criteria or testing in connection with any Services or deliverables, are subject to acceptance by Nokia and will entail additional charges to Madera County. Certain matters may require a new quotation under a separate Statement of Work. If Nokia agrees to perform additional work activities under a SOW, Madera County shall execute a Change Order in accordance with Nokia’s Change Management Process to confirm the schedule impact and Nokia’s authorization to perform and bill for such work activities.

Additional charges may apply if performance or completion of the Service is delayed for any reason attributable to Madera County. In such cases, Madera County agrees to authorize: (a) Nokia’s billing for such work activities on a time and material basis at Nokia’s then current standard rates and subject to any applicable per incident and/or minimum hourly billing requirements then in effect and/or (b) the schedule extension attributable to the delay.

7.3 Acceptance

Maintenance, management, and other recurring services are deemed accepted as services are performed. For all other services, Nokia shall notify Madera County upon completion of Services either by providing a notice of completion or by providing Madera County the deliverable(s) specified in this SOW. Thereafter Madera County shall have 10 days from the notice to notify Nokia that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted on the

earliest of: (1) the passage of 10 days from date of notice of completion with no notice of non-conformance from Madera County; (2) Madera County's actual acceptance; or (3) Madera County's use of the Services, the result of the Services or any deliverable, whether or not the use is revenue-generating.

7.4 Term

Term: The "Term" shall refer collectively to the Initial Period and Renewal Terms as described below.

Initial Period: The "Initial Period" of this SOW will begin on the day the purchase order for the Maintenance Service is accepted or such other Service start date as may be agreed to in writing by the parties and will continue for a minimum period of 5 years. If the initial purchase order does not cover the entire Initial Term, then Buyer agrees periodically to place one or more additional purchase orders as necessary to ensure that a valid purchase order is in place for the Services during the entire Initial Term.

Renewal Period: Buyer coverage under this SOW for the Services will automatically renew for successive one-year terms (each a "Renewal Term") unless either party gives written notice of intent to not renew no later than 60 days prior to the expiration of the Term then in effect. The prices and terms of Service for a Renewal Term shall incorporate any modifications of which Nokia has provided Buyer written notice prior to the start of the Renewal Term. Buyer shall place a confirmatory purchase order for each Renewal Term prior to the first day of that Renewal Term.

Prices are based upon purchase of the Service for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Buyer may not terminate this SOW, or any order pursuant to this SOW, for convenience during the course of the Initial Period or any Renewal Term.

8 Pricing

- The quoted prices are valid for purchase orders received within 60 days of the Effective Date.
- If a purchase order is received prior to execution of this SOW, then this SOW shall be deemed accepted as written.
- Anything not specifically required herein is excluded from this SOW.
- All prices are in United States dollars, unless otherwise agreed, and do not include taxes.
- Quote number 23.US.356275 shall be referenced in any purchase order issued pursuant to this SOW.
- Service pricing in this SOW is only valid for equipment contained in the Bill of Material represented by the quote number indicated above. Equipment provided under any other quote number is not covered in this SOW and will require additional services pricing.
- Nokia's pricing for the Services described in this SOW is subject to change if the Services are provided in support of a governmental contract or are otherwise subject

to a Prevailing Wage Law. "Prevailing Wage Law" means the federal Davis-Bacon Act (40 U.S.C.S. §§ 3141 et. seq.) and any similar federal, state, or local law or regulation requiring that workers under certain contracts be paid the prevailing local wage for the classification of work in question. Partner further agrees that, if a Prevailing Wage Law is applicable, Nokia may adjust the pricing in proportion to the increased amounts Nokia is required to pay workers under the Prevailing Wage Law.

The Prices for the Services under this SOW are as follows:


8.1 Pricing Table

Ordering Instructions	Service Type	Product	Qty	Year	Total
<p>Maintenance pricing is set forth in Quote 23.US.356275 and incorporated herein as if fully set forth at length. Nokia's pricing is subject to adjustment based on the fluctuation in either the rate of inflation or the price of raw materials used in the manufacture and sale of its Products. Nokia shall make such adjustment to prices on an annual basis and will provide Madera County with written notice of the increase or decrease. Nokia's Services pricing may be adjusted based on the rate of increase or decrease in the cost of living derived from the published Consumer Price Index by the United States Federal Bureau of Labor Statistics of the United States Department of Labor.</p>					

9 Entire Agreement

This SOW and the non-conflicting terms and conditions of the Agreement constitute the entire agreement, and supersede all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties. Each party intends that a facsimile of its signature printed by a receiving fax machine, and/or a signature scanned in a PDF document, be regarded as an original signature, and agrees that this SOW may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives on the date(s) indicated.

Nokia of America Corporation	Madera County, CA
Signature:	Signature: 
Name (Print): Desiree Obleton	Name (Print): BRUCE LORIMER
Title: Commercial Contracts Manager	Title: DEPUTY CIO
Date:	Date: 11/28/23
Nokia of America Corporation	
Signature:	
Name (Print):	
Title:	
Date:	

10 Glossary

10.1 Definition of Terms for Software Support Service

“**Business Day (BD)**” means every official working day (excluding weekends and public holidays) applicable in the country in which the Services are to be performed.

“**Business Hour (BH)**” means the elapsed 60-minute period where Service is to be delivered, unless otherwise specified, from 8:00 AM – 5:00 PM during the Business Day or from one Business Day to the next.

“**Business Minute (BM)**” means a minute of time where Service is to be delivered from 8:00 AM – 5:00 PM during the Business Day.

“**Calendar Day (CD)**” means Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday and shall be inclusive of national, state, or local holidays.

“**CNS Core Software**” means Software running on Cloud and Network Services Core Network products (both bare metal and cloud products) as per the ETSI definition of the 3GPP Core Network (for the 5G: 3GPP TS 23.501 version 15.3.0 Release 15).

“**Core Network**” as per the ETSI definition of 3GPP Core Network (for the 5G: 3GPP TS 23.501 version 15.3.0 Release 15)

“**CR-24**” means Continuous Release delivery with a 24-month support life cycle (requiring continuous Software updates).

“**Feature Release**” means the collection of commercially significant functionality and SW corrections, made available by the Nokia as a deliverable of separate commercial agreement.

“**Hour (H)**” means any consecutive 60-minute (min) period.

“**Hardware**” means all or any specific physical product manufactured by Nokia and/or third parties.

“**KPI**” means Key Performance Indicator defining the target times in accordance with the TL9000 telecom standard for the measurement of the performance of the Service delivered by Nokia.

“**Main Release**” means a Software release including significant new feature content, which may include architectural changes, performance enhancements, operability and serviceability changes, significant interface, and compatibility modifications, made available by Nokia as a deliverable under a separate commercial agreement.

“**Maintenance Release**” means a Release containing SW corrections, made available by the Nokia as a deliverable of Nokia Support Service Agreement.

“**Minute (M)**” means any consecutive 60-second period.

“**No Target (NT)**” means Nokia will use commercially reasonable efforts to perform the corresponding activity, if feasible at Nokia’s sole discretion

“**Patch Release**” means an unscheduled release containing SW corrections or other remedial measures, made available by the Nokia as a deliverable of Nokia Support Service Agreement.

“**Release**” means (unless the release type is specified) all Software release types supplied under this SOW.

“**Remote Access**” means the ability of Nokia to log into the Supported Products from a remote distance and to perform the Service and/or an audit once a data connection has been established between Supported Product and Nokia’s support center(s).

“**Service**” means the Software Support Service as provided under this SOW.

“**Service Hours**” means the times when the work will be performed. Service Hours 8/5 means that work is done during normal Business Hours. Service Hours 24/7 means that work is done 24 hours a day, 365 days a year.

“**Service Level**” means the level or grade of the Service defined with reference to specific KPIs, Service availability windows, and Service access methods, supplied by Nokia.

“**Software**” means any software, computer program, object code, listing or related material in machine-readable or printed form (including Third Party software and firmware), or any updates and modifications thereto, that are included in the Products or licensed separately, regardless of the form or media on which it is delivered, but excluding free and open-source software and source code.

“**Supported Product**” means those products for which Software Support is purchased in accordance with this SOW and are specifically identified in the section/appendix “Supported Products List”. Different products or products additional to the number of Supported Products stated in this section are not covered in this SOW.

“**Temporary Solution**” means a temporary measure implemented to manage a problem and is intended to minimize harmful effects until a permanent solution can be implemented. A Temporary Solution may include operational advice or a modification and is measured from time Vendor communicates the availability of a Temporary Solution to the Buyer.

“**Ticket Request**” or “**TR**” means a transaction process initiated by the Madera County for the delivery of Software Support by Nokia. A Ticket Request will be considered valid when Nokia formally acknowledges such request by providing the Madera County with a Ticket Request identifier.

10.2 Definition of Terms for Advanced Exchange Service

“**Business Day**” “or “**BD**” refers to a normal full working day of Vendor’s applicable technical support facility, except those days that are observed public holidays.

“**Business Hour**” shall mean the elapsed 60-minute period where services are to be delivered during normal working hours and unless otherwise specified shall mean from 8:00 AM – 5:00 PM during the Business Day or from one Business Day to the next.

“**Calendar Day**” shall mean Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday and shall be inclusive of national, state, or local holidays.

“**Calendar Hour**” shall mean the elapsed 60-minute time period where services are to be delivered during a Calendar Day.

“Delivery Target” shall mean the day and time by which Nokia will fulfill its delivery responsibilities and shall be determined based on Madera County’s fulfillment of its responsibilities by the Hardware Service Request Deadline.

“Field Replaceable Unit” or **“FRU”**, shall mean the product assembly, subassembly, or part that can reasonably be removed from service and/or installed without the use of uncommon tools and/or methods. Nokia shall have sole authority for defining the FRUs to be supported under this SOW, the **“Supported FRU List”**. Each FRU is assigned an identifier to distinguish it for support purposes. This FRU identifier will be used in communication between Madera County and Nokia when discussing FRUs to be supported. All replaced FRUs will be compatible with the Form, Fit, and Function of the defective unit being replaced. Each FRU will also have an assigned serial number to uniquely identify and distinguish it from other FRUs of similar type.

“Fit” means the suitability or readiness of a product or FRU for a particular application.

“Form” means the weight, density, chemical or product composition, size, shape, structure, appearance, protocol, pattern, composition, configuration and marking/identification of product and software.

“Function” means the set of features that the product or FRU has been designed for use, in accordance with its specifications.

“Hand Over Point” or **“HOP”**, shall mean the delivery location(s) to which the Madera County and the Nokia shall each agree to deliver their respective FRUs.

“Hardware Service Request” or **“HSR”** is a reference to the service transaction of numeric or alpha-numeric composition used to track the status and completion of the Hardware Service Request. The issuance of a HSR shall mean that Nokia has authorized the HSR per the terms of this Agreement and therefore shall indicate the commencement of all applicable service delivery commitments.

“Hardware Service Request Deadline” shall mean the day and time, as determined by the location where the supported FRU located, by which Madera County must initiate a Hardware Service Request to meet the Delivery Target, unless otherwise mutually agreed.

“Hour” shall mean any consecutive 60-minute period.

“No Fault Found” or **“NFF”** shall mean that Nokia has determined that an FRU which has been reported as defective contains no faulty components and passes diagnostic testing. An FRU that has been determined No Fault Found by Nokia will not have any components replaced and will not be physically or materially altered.

“Ready for Service (RfS)” shall mean the date at which Madera County may begin initiating service requests under this SOW.

“Repair” shall mean the diagnosis and replacement or reconfiguration of components necessary to restore FRU(s) to their original published operating specifications. Repair may include, at Nokia’s sole discretion, the replacement of the entire FRU with a Form, Fit and Functionally compatible FRU. Replacement components may be new, remanufactured, refurbished, or used and certified as meeting like-new operating standards. Any removed components will become the property of Nokia.

“Return Delivery Deadline” shall mean the interval within which Madera County will ship or deliver the reported defective FRU to Nokia’s HOP.

“**Replacement**” or “**Exchange**” shall mean a compatible FRU swap between Nokia and Madera County.

“**Supported FRU**” shall mean an FRU that is eligible for Hardware Service.

“**Supported Product**” shall mean the system that resides at a Supported Site and is comprised of Supported FRUs and will identify both the type of product and the specific instance of product that is eligible for service.

“**Supported Product List**” shall mean the list attached hereto and forming an integral part hereof, which shows the list of supported FRUs hereunder, as well as further terms related thereto.

“**Supported Site**” shall mean the physical location of where Supported Products and Supported FRUs reside and shall be the basis for Nokia’s service resource planning such that only Supported Sites are eligible for services, unless otherwise mutually agreed.

10.3 Definition of Terms for Software Subscription Plan

- “**Generally Available**” or “**GA**” means identified hardened product that is available for general release to Madera County; product is now volume manufactured and standard ordering procedures will apply with no further approvals required.
- “**Feature Release**” means the current and previous GA generic software release. These releases primarily contain new software features and functionality. Also known as an Upgrade release.
- “**Patch Release**” means a software release that contains minor modifications to address a specific problem and help restore a system.
- “**Maintenance Release**” means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer’s technical specifications. Typically, they are comprised of a collection of Patch Releases. Also known as an Update release.
- “**Release**” where the release type is not specified, means all release types supplied under this SOW (where applicability is shown in the appendix hereto), including Feature Releases, Patch Releases, and Maintenance Releases.
- “**Minimum Release Level (MRL)**” means the earliest Product release level of hardware or software currently supported by Nokia, as specified by Nokia, from time to time.
- “**Network Element Products**” (NE Products) includes software and operating systems for network/node elements.
- “**Network Management System Products**” (NMS Products) includes management system software for specific network elements or families of network elements.
- “**Network Related Products**” (NR Products) includes other network-related applications not classified as a NE or NMS Product.

11 Appendices

11.1 Software Support Service: Supported Products List (SPL)

Supported Product	Quantity	HW/SW Releases	Location (optional)	Service Product	Service Level
9500 MPR MPT	2	Wavence 23	TBD	Technical Support	GOLD

Madera County must always maintain pre-C10 software in network and need to perform software upgrade of network on a regular basis.

11.2 Hardware Support Service: Supported Products List (SPL)

Supported Product List, which contains hardware item codes installed in Madera County’s network and entitled for service.

Supported Product	Quantity	Supported FRU/ Part code	Service Type	SLA	Location
CorEvo-10G	11	3DB18788BA	Advanced Exchange Service	NBD	TBD
EAC - Ethernet Access Card	11	3DB19417AA	Advanced Exchange Service	NBD	TBD
PDH	11	3DB18126AE	Advanced Exchange Service	NBD	TBD
MPT-HL Shelf Kit 1 T/R	4	3EM24238AA	Advanced Exchange Service	NBD	TBD
MPT-HL Shelf Kit 2 T/R	6	3EM24238AB	Advanced Exchange Service	NBD	TBD
UBT-I HP XCVR U6 GHz	5	3DB76339CA	Advanced Exchange Service	NBD	TBD
UBT-I HP XCVR L6 GHz	5	3DB76338CA	Advanced Exchange Service	NBD	TBD

UBT-I HP XCVR 11 GHz	5	3DB76342CA	Advanced Exchange Service	NBD	TBD
UBT-I HP XCVR L6 GHz WITH COMBINER	5	3DB76338DA	Advanced Exchange Service	NBD	TBD
1000BASE-SX SFP TRCVR	10	3EM20277AA	Advanced Exchange Service	NBD	TBD

Madera County must always maintain pre-C10 software in network.

11.3 Subscription Plan: Supported Products List (SPL)

Supported Product	Quantity	HW/SW Releases	Location (optional)	Service Product
9500 MPR MSS	2	Wavence 23	TBD	SSP

EXHIBIT D

October 9, 2023



Nokia of America Corporation

Madera County

Madera Microwave Maintenance

Contract #NASPO contract # 00318/7-22-70-49-15

Proposal #
23.US.356275

Prepared by: Sung Tran
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Account Executive: Mayank Bhatia
Email: mayank.1.bhatia@nokia.com

Sales Engineer: Pat Vadnais
Email: pat.vadnais@nokia.com

This Proposal is submitted pursuant to the terms and conditions of the existing general purchase agreement between Nokia of America Corporation and Madera County. Should no general purchase agreement exist, this Proposal is submitted pursuant to Nokia of America Corporation standard terms and conditions for such items and/or services as proposed herein.

E-Mail PO to nokia.order_now_12587@nokia.com and reference the Proposal # on cover sheet.

Attachment: Rev. Nokia Agreement RE Microwave Maintenance Services (CRM 51956) - Agmt 2 of 2 4875-0800-7571 2 (10257 : Microwave

Detailed Pricing Summary



Madera County
Madera Microwave Maintenance

Nokia of America Corporation

Proposal # 23.US.356275

October 9, 2023

Contract #NASPO contract # 00318/7-22-70-49-15

Item	Category	Item Description	Extended Price
1.00 Adjustments			
1.01	Maintenance Services	MW / Gold - 24x7, Emergencies + AES NBD / 5 Years	\$39,856.00
Project Total:			\$39,856.00

E-Mail PO to nokia.order_now_12587@nokia.com and reference the Proposal # on cover sheet.

Pricing Notes: Contract #NASPO contract # 00318/7-22-70-49-15

1. The pricing included above provided by Nokia of America Corporation is indicative only, solely to inform Madera County of Nokia of America Corporation's current estimate of prices for the relevant item(s) to enable Madera County to evaluate its potential interest.
2. The terms and conditions, including planning pricing, of the items provided under this Proposal or subsequent agreements are subject to future negotiations and future agreement on the terms and conditions which would any sale. *There are no penalties, liquidated damages or other remedies associated with changes to the pricing.*
3. Prices are valid for 60 days.
4. The prices included in this quotation for all Nokia Hardware and Software (collectively "the Products") and Nokia Services are subject to adjustments based on the fluctuation in the rate of inflation or the applicable price of raw materials used in the manufacture of the Products or the cost of living as it pertains to the Services (collectively, the "External Costs Parameters"). Notwithstanding anything to the contrary in the Agreement between Nokia and Madera County, for what concerns the prices included in this quotation, Nokia reserves its rights to assess the External Costs Parameters on an annual basis, and apply an equitable adjustment to the affected prices and will provide Madera County written notice of the increase or decrease expressed as a percentage. Nokia and Madera County shall document this process in an amendment to the Agreement upon award.
5. Nokia reserves the right to revise pricing based on component price increase, component delivery lead times increase, or other manufacturing or logistics circumstances beyond Nokia's reasonable control, as well as unforeseen union labor requirements, night or overtime work and high-cost regions with labor shortages.
6. This pricing is valid only for the equipment, equipment features, and services explicitly described within this proposal. *Any equipment item, equipment feature, installation item, or service not explicitly described in this bid is not included in this pricing, and any addition of such will require a revised proposal with modified pricing. Additional information obtained by, but not limited to, Path and Site Surveys could require changes to the scope and content of this proposal. Please review all sections of this bid carefully for details as to what this proposal includes, and what assumptions have been made.*
7. Pricing is based on attached Scope Of Work, Assumptions, Detailed Equipment List and/or Design Configurations.
8. Ancillary material, travel and living expenses are excluded.
9. Typical equipment lead time is approximately 8 weeks or sooner After Receipt of Purchase Order with valid frequencies based on equipment availability. Lead time can be confirmed After Receipt of Purchase Order and order scheduling.

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Nokia of America Corporation

3201 Olympus Blvd
Dallas, TX 75019

Customer: Madera County
Project: Madera Microwave Maintenance
Proposal # 23 US.356275
Date: October 9, 2023
Prepared by: Sandeep I. Kachhwaha
email: sandeep.i.kachhwaha@nokia.com

Part Number	Description AES	Quantity	Unitary Price	System Line Item Extended	Year 1	Year 2	Year 3	Year 4	Year 5
MICROWAVE RADIO MAINTENANCE									
301090767	9500 MPR TS Gold (16 T/R)	16	193	\$15,440.00	\$3,088.00	\$3,088.00	\$3,088.00	\$3,088.00	\$3,088.00
301090791	9500 MPR Adv Repl Next 8 Day (16 T/R)	16	290	\$20,416.00	\$1,856.00	\$4,640.00	\$4,640.00	\$4,640.00	\$4,640.00
3EMQ4592AAB	9500 MPR Software Subscription Plan (5 MS Shelf)	5	160	\$4,000.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
TOTAL					\$39,856.00	\$8,528.00	\$8,528.00	\$8,528.00	\$8,528.00

Notes:

- Prices quoted above are valid for 60 days. All recommended Prices are in USD.
- Subsequent versions of this proposal released during the validity period automatically void and supersede the previous version.
- Unless otherwise noted, all pricing provided is for the North America Region only.
- The pricing is valid only for the configuration information presented. Any changes to the configuration may result in a different pricing structure.
- Prices do not include freight charges, duties or taxes, which shall be customer's responsibility.
- All quotations and orders are subject to the standard terms and conditions applicable to the products or services included in the quotation unless otherwise agreed in writing.
- Technical Support Services DO NOT include software upgrade support.
- Technical Support Services are delivered remotely through OSD.
- AES/IRD HWS applicable only for US Mainland, elsewhere AES/IBD will be applicable.
- Customer needs to maintain a pre-C10* software release and hardware (SW/HW) in their network for the duration of the 5 year service contract. If for any reason Customer decides to keep the network on a C10 SW/HW, Nokia will evaluate feasibility of providing either a Life Extender D service or cease to provide services until Customer modernizes or upgrades network to latest or commercially supported SW/HW version [i.e. SW/HW that is pre-C10 level]. Life Extender D service level is a reasonable endeavor with no critical/emergency tickets.

*C-10: It is the last phase in product life cycle where product has reached End of Maintenance, End of Support and End of Repair; meaning SW Corrections and SW patches will not be developed and also HW Requirements will not be fulfilled. Before reaching HWS C-10, it is expected to upgrade HW to latest available version (Product Refresh***)
Before reaching SWS C-10, it is expected to upgrade SW to latest available version

** "Life extended Services": C10 can be extended by mutual agreement between Nokia-Customer on "Maintenance contract extension"
Life extended Services:

- provided only on the very last software release of the product in question, e.g., MPR-9500. If Partner is not already running that release, they will need to purchase a software upgrade (unless they have an active Software Subscription Plan (SSP) in place and implement the upgrade, both at the Partner's expense.
- does not include expert-level support [i.e. Tier 3 & 4], which is typically required in less than 20% of cases.
- does not include software releases, on-site assistance, deployment services or Root Cause Analyses (RCA).
- is provided as Service Delivery Targets under "best effort" about answers times

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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Sara Bosse 559-675-7700		AGENDA ITEM 5.H	
SUBJECT: Declaration of Local Health Emergency		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9192	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Government Relations, Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: PowerPoint/Supporting Documents: N/A			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm the Declaration of a Local Health Emergency (Fork Fire) by the County Health Officer.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Fork Fire started on or about Wednesday, September 7, 2022, in Madera County. The Fork Fire has burned approximately 819 acres, 43 homes, commercial buildings and other structures have been destroyed, accounting for hundreds of dollars in damage to public and private infrastructure has occurred.

On September 12, 2022 the Director of Emergency Service/Sheriff declared a local emergency as authorized by Section 8630 of the Government Code and Chapter 2.78 of Madera County Code when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County. On September 13, 2022, the Board of Supervisors of the County of Madera ratified the Emergency Proclamation by the Emergency Services Director and adopted a resolution proclaiming the local emergency status.

The Madera County Health Officer has determined that debris and ash from structure fires can contain hazardous substances and that immediate action must be taken to



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remove the hazardous waste from property sites within the Fork Fire area that are toxic, flammable, corrosive, or reactive that create an imminent threat to public health and safety. The authority and details of the Madera County Health Officer's declaration that a local health emergency exists in Eastern Madera County's mountain communities due to the hazardous waste and materials created by the Fork Fire, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this local health emergency, is attached.

FISCAL IMPACT:

This action will assist the County of Madera with federal funding requests to assist with the cleanup of hazardous material and debris removal (phase I and II) of the residences that were affected by the Fork Fire. The County of Madera engaged in a similar process in fall of 2020 related to the Creek Fire.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 1: Community
- Focus Area 3: Public Safety
- Focus Area 7: Government Relations
- Focus Area 8: Health

ATTACHMENTS

1. DECLARATION OF LOCAL HEALTH EMERGENCY

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/09/23
05/09/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23



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08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23
10/03/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 10/17/23
10/17/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 11/07/23
11/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/05/23
12/05/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/12/23



DECLARATION OF LOCAL HEALTH EMERGENCY BY THE COUNTY HEALTH OFFICER

WHEREAS, California Health and Safety Code, Division 101, Part 3, Chapter 2, Article 2, Sections 101075 through 101095, confer upon Local Health Officers of the political subdivisions of the State of California, emergency powers necessary to protect public health and safety; and

WHEREAS, Section 101080 of the California Health and Safety Code provides that the Local Health Officer may declare a local emergency in his jurisdiction or any area affected by the threat to public health; and

WHEREAS, Section 101080 of the California Health and Safety Code authorizes a Local Health Officer to declare a local health emergency whenever the Local Health Officer reasonably determines that hazardous waste or waste that may become hazardous waste, is an immediate threat to the public health; and

WHEREAS, Section 101075 of the California Health and Safety Code defines "Hazardous Waste" as waste or combination of wastes, that because of its quality, concentration, or physical chemical, or infectious characteristics may do any of the following: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed; and

WHEREAS, Section 101075 of the California Health and Safety Code defines "Waste" as either of the following: (1) any material for which no use or reuse is intended and that is to be discarded; (2) any material that spills, escapes, or is released from any manufacturing, industrial, commercial, or other plant, facility, or process, or that escapes or is released during the transporting or transferring from one place to another, or during the pumping, processing, storing, or packaging of any material in, to, or from such a plant, facility, or process, or that enters or may enter an uncontained air space or a surface water course that is not totally contained on the contiguous property of the plant, facility, or process, or which enters, or may enter, the groundwater underlying such plant, facility, or process.

WHEREAS, Section 101080 of the California Health and Safety Code subjects the Local Health Officer's declaration of local health emergency to ratification by the Board of Supervisors within seven days and reaffirmation of the need to continue the local health emergency at least once every thirty days thereafter until such health emergency is terminated; and

Attachment: DECLARATION OF LOCAL HEALTH EMERGENCY (9192 : Declaration of Local Health Emergency)



WHEREAS, on September 13, 2022, the Board of Supervisors of the County of Madera ratified the Emergency Proclamation by the Sheriff/Emergency Services Director and adopted a resolution proclaiming the local emergency status; and

WHEREAS, the County of Madera will seek state and federal assistance for emergency mitigation of hazardous wastes and substances that may pose a threat to residents and the environment; and

WHEREAS, the Fork Fire has burned 819 acres, 43 homes, commercial buildings and other structures have been destroyed, and hundreds of dollars in damage to public and private infrastructure has occurred; and

WHEREAS, the County of Madera Health Officer hereby finds as follows:

1. Debris and ash from structure fires can contain hazardous substances. For example building materials such as siding, roofing tiles, insulation, or household items such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials; and

2. Such waste is a threat to public health because it is hazardous waste and can cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed; and

3. Hazardous debris that remains after a wildfire can expose residents to toxic materials, improper transport and disposal of fire debris can create dangerous health impacts to workers removing the debris, such debris can threaten water supplies, and such harmful material can spread throughout the community at large; and

4. Persons with heart or lung disease, older adults, children (including teenagers), persons with diabetes, and pregnant women are particularly vulnerable to the presence of such hazardous waste; and

5. The threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the hazardous

waste created by the Fork Fire, thereby warranting the declaration of the existence of a local health emergency; and

6. Regardless of cause, any commercial or domestic structure fires which have or will occur in Madera County from the time the Fork Fire began until the conclusion of the local health emergency will significantly contribute to the hazardous waste load; and

7. Assistance to private property owners and to others within Madera County is needed for timely implementation of necessary preventative measures to protect public health and the environment; and

8. The scope and breadth of the Fork Fire hazardous waste cleanup requires a rapid response due to the large area affected, the location of the fire, the number of structures damaged or destroyed and the imminent threat to public health; and

9. The potential beginning of the rainy season offers little time to mitigate further environmental contamination, including contamination of the watershed, and, therefore, time is of the essence in removing hazardous waste from property sites; and

10. The protection of the County's natural resources and watershed from fire related debris runoff needs to be addressed; and

11. Immediate action is necessary to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal, and/or disposal of hazardous waste, including but not limited to toxic, flammable, corrosive, and reactive materials from property sites located within the Fork Fire area because such debris can create dangerous health impacts.

NOW, THEREFORE, THE MADERA COUNTY HEALTH OFFICER DECLARES as follows:

1. A local health emergency exists in Eastern Madera County's mountain communities due to the hazardous waste and materials created by the Fork Fire, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this local health emergency.

2. During the existence of said local health emergency, the powers, functions, and duties of the Madera County Local Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the California Health and Safety Code, and any ordinances and resolutions approved by the Madera County Board of Supervisors.

3. In connection with the foregoing declaration of local health emergency, the Madera County Health Officer orders that immediate action be taken to remove the hazardous waste from property sites within the Fork Fire area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety.

4. A Local Health Emergency is declared in Madera County commencing on or about 8:00 a.m. on the 15th day of September 2022.

This declaration shall remain in effect for no longer than seven (7) days unless ratified by the Madera County Board of Supervisors.



Dated: 9/15/22

Simon Paul, M.D.
Public Health officer
County of Madera
Department of Public Health



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.1 Consent Calendar	
SUBJECT: Council of State and Territorial Epidemiologists FY 23/24		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10252	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with Council of State & Territorial Epidemiologists (CSTE) in the amount of \$72,000.00 to participate in the development and piloting of an online training to improve data collection of patients with reportable diseases for Fiscal Year 2023-2024 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

This is an opportunity awarded to specific public health agencies to participate in the development and piloting of an online training to improve data collection during interviews of patients with reportable diseases on three disproportionately affected populations: people with disabilities, people experiencing homelessness, and people who use substances.

This agreement is retroactive to August 8th, 2023. Madera County Department of Public Health (MCDPH) received the award letter on August 11th, dated August 8th, and the agreement that came later is retroactive to the date of the award. The project funded by this award had a mandatory start date of August 24th to participate in the current cohort for fiscal year 2023/2024. The final draft of the agreement was received from CSTE by MCDPH on 10/30/2023, it was approved as to legal form by County Counsel, and then



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received by MCDPH on November 16th.

If Department participation in this pilot project ends up not being funded, the work still supports Department goals for equity and mitigation of infectious diseases. Approval of this contract allows MCDPH to accept funding for activities currently under way, reducing use of Health Realignment funding in the current year. More importantly, this pilot project allows Department staff to participate in providing input regarding training curriculum and voice concerns and challenges regarding data collection specific to Madera County. Technical support and resources are also available from CSTE if participating in this grant.

MCDPH staff are participating in a workgroup that provides input to the consultant working on the instructional design of this course, and a case investigator/disease intervention specialist staff will pilot and evaluate the online course prior to finalizing the training for posting on CSTE Learn, an online training platform providing information, education, and developmental support of practicing epidemiologists in a wide range of areas as well as expertise for program and surveillance efforts.

FISCAL IMPACT:

Approval of the Recommended Action will allow MCDPH to accept \$72,000 in federal CDC funding passing through CSTE. Work undertaken relating to this agreement supports existing department goals. If not approved, staff time under this agreement will be covered by Health Realignment funding as originally budgeted. There is no impact on the County General Fund from this Recommended Action.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 8: Health

ATTACHMENTS

1. Madera. DAP Subaward Agt (Flattened)

PAYMENT TERMS (See Article III): Note: Payment will only be made upon receipt and approval of invoice. Subrecipient shall submit invoices for allowable costs incurred per the schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and 45 CFR 75.305. All invoices shall be submitted using Subrecipient’s standard invoice, but at a minimum shall include the deliverable completed, milestone payment amount, and PO number 8237. Invoices that do not reference PO number may be returned to Subrecipient.

Submission of the final invoice serves as certification as required in 45 CFR 75.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables. Invoices and questions concerning invoice receipt or payments shall be directed to the Party’s Project Manager or PI.

TERMS AND CONDITIONS: See Articles I through XXVIII included as a part of this Agreement for applicable Terms and Conditions. This Agreement is effective as of the Period of Project Performance Start Date.

<p>_____ DATE</p> <p>Janet Hamilton, MPH Executive Director Council of State & Territorial Epidemiologists</p>	<p>_____ DATE</p> <p>David Rogers Chairman of Board County of Madera on behalf of its Department of Public Health</p>
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SUBAWARD TERMS AND CONDITIONS

Article I – Statement of Work

More details are set forth in Subrecipient’s Statement of Work as appended hereto as Attachment I.

Article II – Cost

- A. This Agreement is a Firm Fixed subaward for \$72,000.00 unless changed by written amendment to this Agreement.
- B. All funding shall be contingent upon the availability of funds from the CDC (**Cooperative Agreement No. NU380T000297**).
- C. Subrecipient agrees to comply with all requirements, rules and regulations of 45 CFR Part 75, Subparts A-D, F.
- D. Subrecipient agrees to abide by the Federal Awarding Agency’s grants policy guidance, including addenda in effect as of the beginning of the date of the period of the performance or as amended found at: <https://www.cdc.gov/grants/federal-regulations-policies/index.html>
- E. Subrecipient is subject to audit requirements as set forth in 45 CFR Part 75, Subpart F (see Article XXII-Financial Audit).
- F. Title to equipment as defined in 45 CFR §75.320 that is purchased or fabricated with award funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 45 CFR §75.320. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- G. CSTE hereby grants to Subrecipient the right to re-budget funds to the extent necessary, as described in the uniform guidance (45 CFR §75.308 and §75.407) to achieve the maximum benefit to the CSTE and in accordance with CDC Policy.

Article III - Payment

- A. Subrecipient shall submit invoices per the invoice schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and 45 CFR 75.305. All invoices shall be submitted using Subrecipient’s standard invoice, and shall include the deliverable completed, milestone payment amount, and PO number. Invoices that do not reference Recipient Purchase Order number may be returned to Subrecipient. Submission of the final invoice serves as certification as required in 45 CFR §75.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables.
- B. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts:

Maria Patselikos, MS, MPH
Evaluation Analyst
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
mpatselikos@cste.org

- C. Payment shall be made by CSTE within thirty (30) days of receipt of proper invoice. All checks should be made payable to Subrecipient as indicated in its submitted invoices.

Article IV – COVID-19 Funded

The funds for this subaward are made available by the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); by which the:

- A. Subrecipient agrees to the following:
 - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home

- jurisdiction/or appropriate public health measures (e.g. social distancing, home isolation); and
- c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation
 - B. Subrecipient agrees to provide CDC copies of and/or access to COVID-19 data collected with these funds in accordance with 45 CFR 75.322.
 - C. Subrecipient agrees and understands that the award is contingent upon agreement by the Recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19
 - D. To the extent applicable, Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19.

Article V – Publicity

No Party will use the name of any other Party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article VI – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

- A. If Subrecipient disburses any funds received pursuant to this award it must include all mandatory federal requirements in its subawards and contracts.
- B. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (uniform grant guidance), all relevant and applicable laws and regulations of federal, state, and local governments/agencies, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.
- C. If applicable, Subrecipient assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Subrecipient will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VIII – Rights in Data, Publication, and Copyright

Subrecipient agrees that CSTE shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by CSTE in the performance of the project and developed using CSTE facilities and personnel (“CSTE Technology”). CSTE agrees that Subrecipient shall own the entire right, title, and interest, including all patents copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient personnel, or conceived or developed using Subrecipient facilities under this Agreement (“Subrecipient Technology”). Additionally, the parties agree that they will jointly own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data jointly conceived or developed by the parties in the performance of the project (“Joint Technology”).

Each Party further agrees to acknowledge the other Party’s participation in the Project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Subrecipient, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: "This publication (journal article, website etc.) was supported by Cooperative Agreement number NU38OT000297 from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE."

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Subrecipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Subrecipient and/or the Subrecipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Subrecipient and/or Subrecipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The Subrecipient must obtain prior approval from the CDC for any exception to this provision.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article IX – Intellectual Property

Each Party's existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall remain exclusively their own in accordance with 37 CFR Part 401. Any IP developed in whole or in part in connection with this agreement shall be jointly owned by both Parties. As such, Subrecipient, CSTE and CSTE's prime funder reserves a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and to authorize others to use the work for non-commercial purposes.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article X – Termination

- A. Either Party may terminate this Agreement hereto by giving written notice to the other Party fifteen (15) days in advance of a specified date of termination.
- B. This Agreement will be automatically terminated in the event that funds under the federal award are discontinued by the awarding agency for any reason. Such termination will take effect upon receipt of written notice to Subrecipient from CSTE.
- C. If there is a need for an early termination, partial payment up to the termination date would be determined upon review of the Subrecipient's records.
- D. If Subrecipient fails to perform to CSTE's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, CSTE may either: (a) terminate the Agreement with written notice, effective immediately or (b) enforce the terms and conditions of the Agreement.
- E. Upon receipt of such notice from CSTE, Subrecipient shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- F. CSTE shall remain liable for all cost incurred under this Agreement, including any of the above-mentioned commitments entered into by Subrecipient in good faith prior to the receipt of the termination notice. Upon payment of such costs, CSTE shall be entitled to, and Subrecipient agrees to deliver, the information and items, which, if the Agreement had been completed, would have been required to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Agreement and for one (1) year thereafter, Subrecipient will not offer work to, solicit, or induce for employment, employ, or contract with, personnel of CSTE without first obtaining the written consent of applicable CSTE Managing Directors.

Article XII – Independent Contractor

- A. In the performance of all services hereunder neither Party is be deemed to be an employee of the other Party.
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of the other.

Article XIII – Indemnification

- A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act or omission of Subrecipient and shall indemnify and hold Subrecipient harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Subrecipient assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of any act or omission of CSTE and shall indemnify and hold CSTE harmless from all liability arising out of acts or omissions of Subrecipient, its employees and agents.

Article XIV – Nondiscrimination, Anti-Racism and Affirmative Action

Subrecipient acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Subrecipient certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title IV of the Civil Rights Act of 1964
- Executive order 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

Article XV – Subrecipient Certifications

- A. Debarment and Suspension (§75.113)

Subrecipient certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible or otherwise excluded from participation by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

- B. Certification of Non-Delinquency of Federal Debt

Subrecipient certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

- C. Certification of Drug-Free Workplace

Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying (45 CFR, Part 93)

Subrecipient understands that all costs of influencing activities associated with obtaining grants, contracts, or cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published on February 26, 1990, including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996.

Subrecipient certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

F. Misconduct in Science

Subrecipient certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Certification Against Prostitution and Sex Trafficking

Subrecipient certifies that none of the funds made available under this Agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when, proven effective, microbicides. 22 USC §§ 7601 et seq. ("the Leadership Act").

By accepting this award, the Subrecipient agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children as required by Section 7631(f).

The following definitions apply for purposes of the above provisions:

- i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- iii. "Sex trafficking" the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

H. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Subrecipient shall comply with 45 CFR 75.329 and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not

limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Article XVI – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVII – Retention and Access to Records

Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report. Any accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under the subaward; receipt and use of any goods and services acquired under the subaward, the costs of the program supplied from other sources, and progress under the Scope of Work in Attachment I. Where a record substantiates a type of expenditure (for example, receipts, invoices, time sheets etc.) that record will include a supporting receipt and have a dated ledger entry, list the payee and include an identifying memo and line item from the approved budget.

Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the pass-through entity, or other actions that involve any of

the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

Subrecipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Agreement exceeds \$150,000, Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Debt Collection

HHS Claims Collection Regulations (45 CFR Part 30, Subpart B) provides for interest and penalties on all delinquent debts and will be applicable to this Agreement if debt collection becomes necessary.

Article XX – Smoke-Free Workplace

Subrecipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public spaces.

Article XXI – Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

Subrecipient must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:

CSTE Office of Grants and Contracts:

ATTN: Jackie McClain, Director, Grants and Contracts
2635 Century Parkway Suite 700
Atlanta GA 30345
Email: jmccclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General:

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Article XXII – Financial Audit

Subrecipient is subject to audit requirements as set forth in 45 CFR, Subpart F.

Per 45 CFR §75.501 - §75.512, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access as required and as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Article XXIII – Monitoring Plan and Reporting

CSTE will monitor Subrecipient to ensure compliance with program requirements and identify any failures in the administration and performance of the Agreement.

These reports to be submitted at least on a quarterly basis, or as defined in Attachment I, shall address work plan project activities for the previous time period, progress status, and any potential problems. In addition, Subrecipient shall report significant problems that impact the progress of scheduled work as these problems are encountered (i.e., commensurate with or independent of the quarterly progress reports, as necessary). Subrecipient shall communicate in advance anytime there will be a delay in the timeliness of reporting or a change in the PI. To the extent that CSTE requires additional information to be included in these reports, it must request such information from Subrecipient not less than ten (10) days before the report is due.

Article XXIV -- Risk Assessment, Specific Conditions and Remedies

CSTE has conducted a risk assessment and determined the Subrecipients level of risk as Low. Risk assessments may be repeated throughout the project period. If the risk assessment level is concluded to be high at any time, CSTE may require additional conditions and reporting requirements by the Subrecipient per 45 CFR 75.207.

In the event of noncompliance or failure to perform, CSTE has the authority to apply remedies, as defined in the Uniform Guidance (45 CFR 75.371), including, but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate.

Article XXV- CLOSEOUT OF AWARD

CSTE will close out the award when it determines that all applicable administrative actions, all required work of the Agreement have been completed and all deliverables have been submitted by the Subrecipient. Closeout procedures will be in accordance with 45 CFR §75.381 and §75.386. Activities during the close-out period may include, but are not limited to:

- A. The Subrecipient must submit all financial, performance, and other reports by the due dates specified in Attachment I of this Agreement.
- B. The Subrecipient must fulfill its audit responsibilities as specified in Article XXII above.

Article XXVI – Confidentiality

Both Parties acknowledge that during the course of this Agreement, each may obtain confidential information throughout the term of the project, from each other and third parties. Parties agree to treat all such information as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

Article XXVII – Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

[CONTINUED ON NEXT PAGE]

Article XXVIII - Warranty

Subrecipient shall provide that any services provided under this Agreement will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Agreement shall meet the merchantability and fitness standards for the intended purpose.

IN WITNESS, WHEREOF, the Parties certify by the undersigned authorized agents that they have read this Agreement and agree to be bound by its Terms and Conditions.

Council of State and Territorial Epidemiologists

**County of Madera on behalf of its
Department of Public Health**

BY: _____

(AUTHORIZED SIGNATURE)

Janet Hamilton, MPH

(NAME)

Executive Director

(TITLE)

(EXECUTION DATE)

BY: _____

(AUTHORIZED SIGNATURE)

David Rogers

(NAME)

Chairman of Board

(TITLE)

(EXECUTION DATE)

Approved as to Legal Form:
COUNTY COUNSEL

Amanda Savage

Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email =
asavage@lozanosmith.com C = US O = Lozano
Smith
Date: 2023.11.15 16:22:09 -08'00'

By _____

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

COUNTY OF MADERA, DEPT. OF PUBLIC HEALTH

COUNCIL OF STATE & TERRITORIAL
EPIDEMIOLOGISTS

TITLE OF CONTRACT:

FIRM FIXED SUBAWARD AGREEMENT



ATTACHMENT I to FIRM FIXED SUBAWARD AGREEMENT

1. **Name:** County of Madera on behalf of its Department of Public Health or “Subrecipient”
2. **Method of Selection:** Competitive bid.
3. **Period of Performance:** 8/8/2023 To 6/30/2024
4. **Invoice Schedule for PO 8237**
 Payment of an invoice is dependent on CSTE Project Manager’s reasonable satisfaction with progress of Subrecipient. All invoices should include the appropriate PO number and be submitted according to the following schedule:

Milestone Deliverable	Invoice Due Date*	% of Total Award that may be Invoiced
Contract Execution and Attestation Statement to participate in the workgroup calls	10/15/2023	20% of Total
Identify 2 workgroup members and submitted qualifications and contact details (9/15/2023)	10/15/2023	5% of Total
Provide feedback on draft materials during content development phase prior to pilot testing. - August meeting materials - September meeting materials - October meeting materials	11/30/2023	15% of Total
Identify at least 5 case investigators or DIS who will serve as pilot testers and provide their names, contact information and qualifications (job role and disease area of specialty) to CSTE.	11/30/2023	5% of Total
Each designated pilot tester completes pilot test of the draft online training and associated evaluations.	3/15/2024	20% of Total
Pilot testers and workgroup members participate in focus groups.	5/15/2024	15% of Total
Submit to CSTE the jurisdictional plan to improved DAP variables for at least 3 diseases	7/15/2024	20% of Total
Total:		\$ 72,000.00

*Final invoice is due within 30 days of Period of Performance End Date

Certification: Submission of final invoice serves as certification as required in 45 CFR §75.415 (a).

5. **Scope of Work:**
 - a. **Objectives:**
 State, tribal, local, and territorial (STLT) public health agencies will participate in the development and piloting of an online training to improve data collection during

interviews of patients with reportable diseases on three disproportionately affected populations: people with disabilities, people experiencing homelessness, and people who use substances. Jurisdictions will participate in a workgroup that will provide input to the consultant working on the instructional design of this course, as well as have their case investigator/disease intervention specialist staff pilot and evaluate the on-line course prior to finalizing the training for posting on CSTE Learn.

To meet the above Objective, Subrecipient will participate in a workgroup consisting of it and other STLT agencies (“Workgroup”) and led by a training and design team consultant (the University of Colorado). This Workgroup will provide input to the instructional design team on an online training to improve data collection for three disproportionately affected populations (DAP), being: persons experiencing homelessness, persons with disabilities and persons with substance use disorders (the “DAP Populations”). In addition to its participation in the Workgroup, Subrecipient will:

- i. Review and provide feedback to the training consultant on draft training materials both before and during the pilot phase.
- ii. Recruit two employees to participate in the Workgroup, at least one of whom will be a supervisor of case investigator/disease intervention specialist (CI/DIS) staff (i.e., staff who conduct interviews of patients with reportable diseases as part of case investigation activities). These Workgroup participants along with additional CI/DIS staff will take the pilot training and then provide feedback to the training consultant during focus groups that will be scheduled after the pilot training to inform final revisions to the training materials.
- iii. Review its existing data collection processes for the DAP Populations for at least three (3) notifiable diseases and provide a plan/protocol to CSTE by the end of the project for improving data collection on these variables and recommendations for sustaining these improvements.

b. Deliverables:

Subrecipient is asked to notify CSTE Project Manager if there is an extended or permanent change to any of the Subrecipient’s designated participants (Workgroup and/or on-line training) so that CSTE Project Manager and consultant may assess the impact to the feedback and evaluations.

- i. Workgroup Attendance: Subrecipient will identify two employees to participate in monthly Workgroup meetings with the consultant and provide input on the development of the on-line training (the “Workgroup Members”). At least one Workgroup Member will be someone who supervises case investigator/disease intervention specialist staff in their jurisdiction.
- ii. Review of Draft Training Materials: Workgroup Members will review of the draft training materials supplied by consultant prior to the launch of the pilot testing. Workgroup Members will provide feedback as directed by CSTE staff.
- iii. Pilot the On-Line Training: Subrecipient will ensure at least five case investigator/disease intervention specialists from their jurisdiction pilot the on-line training course pilot the on-line training course, and provide feedback on the online training course as requested.
- iv. Provide Feedback on the On-line Training: All individuals pilot testing the on-line training course will complete post-course evaluations and

participate in a focus group with the consultant after the pilot to provide additional feedback. Subrecipient will use best efforts to have all pilot testers participate in a focus group.

- v. Plan to improve data collection on DAP variables: After piloting the online training, the Subrecipient will review its existing data collection processes for DAP Populations for at least three (3) notifiable diseases and provide a plan/protocol to CSTE for improving data. CSTE may use the final Subrecipient plan/protocol as references or tools on CSTE Learn, as part of future iterations of the on-line training.

c. Project Timeline:

August 24, 2023	Kick-off Call
August 2023- May 2024	Participate in scheduled monthly Workgroup calls
Sept 15, 2023	Identify two Workgroup Members and provide names and qualifications as to meeting criteria for participation to CSTE. At least 1 workgroup member should be a supervisor of case investigators or DIS staff.
Nov 2023 -Dec 2023	Review drafts of course objectives, lesson outlines, and training materials prior to finalization for the pilot training. Identify at least 5 case investigators or DIS who will serve as pilot testers and provide their names, titles, and areas they work in (e.g., HIV, general CD, etc.) to CSTE.
January 2024- February 2024	Case investigator/DIS staff at the jurisdiction will pilot the on-line training and complete the required evaluations.
March 2024-April 2024	Case investigators/DIS staff and workgroup members will participate in focus groups interviews after the pilot training to obtain additional feedback on the pilot training.
April-June 2024	Write the jurisdictional plan to improve DAP variables for at least 3 diseases and submit plan to CSTE.

- 6. **FFATA Form:** If the amount of the subaward is \$30,000 or greater, the Subrecipient’s FFATA form is included and forms part of this Agreement as Attachment II.

7. **Method of Accountability, Monitoring Plan & Reporting:** Monitoring activities will include at a minimum ensuring Subrecipient adheres to the project timeline and participates in the overall success of the Objectives through active participation in and completion of the required Deliverables hereunder, as well as:
- i. Requiring prior written approval for changes in activities.
 - ii. Scheduled conference calls and use other means of communication such as email to monitor progress.

8. **Roles and Responsibilities**

- a. **CSTE Responsibilities:** During the established project period, CSTE will:
 - i. Serve as the Subrecipient’s principal point of contact.
 - ii. Monitor the terms of the Agreement.
 - iii. Fund according to the terms of the Agreement.
 - iv. Provide information about the progress of the program to the CSTE Executive Board.
- b. **Subrecipient Responsibilities:** The Subrecipient will have primary responsibility for the following:
 - i. Provide updates to CSTE about the project progress as needed.
 - ii. Complete the deliverables as described in the Agreement.
 - iii. Invoice CSTE according to the terms of the Agreement.

ATTACHMENT 2

Federal Funding Accountability and Transparency Act Reporting Requirement

To be completed by CSTE

Award Recipient's Name: County of Madera on behalf of its Department of Public Health

Amount of Award (obligated amount): \$72,000.00

Funding Agency and Program Source: CDC, Cooperative Agreement No. NU38OT000297

CFDA Number: 93.421

Award Title Descriptive of the Purpose of the Funding Action: CSTE DAP Training Pilot

Jurisdiction _____

To be completed by Recipient

Recipient's Location (Address): 1604 Sunrise Ave, Madera, CA

9-digit Zip Code: 93638-4926

Recipient's Congressional District: 13th Congressional District

Recipient's Place of Performance (If different from location above): N/A

9-digit Zip Code: 93638-4926

Recipient's Place of Performance Congressional District: 13th Congressional District

Recipient's Unique Entity ID (SAM): KNPYKHLWNKE1

Recipient's Unique Entity ID of Parent Organization [if applicable] (SAM): N/A

Attachment: Madera. DAP Subaward Agt (Flattened) (10252 : Council of State and Territorial Epidemiologists FY 23/24)

In order to determine whether you are required to provide executive compensation data, please answer the following question(s):

1. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a Unique Entity ID (SAM), belongs) receive:

a. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes No

b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes No

If you selected "Yes" for both a and b, please answer number 2 below. **If you selected "No" for either or both a and b, you are finished completing this form.**

2. Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a Unique Entity ID (SAM) belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If you selected "Yes", you are finished completing this form. If you selected "No", please provide the Names and Total Compensation for your five highest compensated executives (i.e. officers, managing partners, or any other employees in management positions):

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
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5.J

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.J Consent Calendar	
SUBJECT: RED CROSS TRAINING PROVIDER AGREEMENT		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10268	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with American Red Cross to purchase course material as needed for the purpose of licensing Red Cross training materials and curriculum to Licensed Training Providers (LTP) to deliver instruction for staff that will become certified in CPR (cardiopulmonary resuscitation) and BLS (Basic Life Support) for a term of 36 months and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Cardiopulmonary resuscitation (CPR) is a standard technique that teaches life-saving actions like chest compressions and rescue breaths - and is crucial during instances of cardiac arrest, where the heart stops beating or functions inadequately, leading to insufficient blood circulation to the brain and vital organs.

While many know of CPR, you may not be as familiar with BLS, which stands for Basic Life Support. This certification course trains healthcare professionals including nurses, physicians, EMS professionals, and other healthcare and public safety personnel to respond to breathing and cardiac emergencies in adults, children, and infants. BLS certification covers everything that CPR classes cover and includes additional life-saving techniques that can help those experiencing cardiac arrest, respiratory distress,



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or an obstructed airway.

Red Cross CPR/AED courses are the foundation of safety training and satisfy OSHA-mandated job requirements and most workplace safety requirements. In addition to CPR, these classes will teach staff how to use an automated external defibrillator (AED) and how to handle a choking emergency.

CPR and BLS classes will be utilized for staff who work with patients and the public to learn the basic skills needed to help adults, children, and infants during breathing and cardiac emergencies, whether they occur at home, at school, or in their communities. Training gives staff the basic and life-saving skills they need to help someone experiencing cardiac arrest until advanced medical help arrives.

FISCAL IMPACT:

Approval of the recommended action will have no impact on the County General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 8: Health

ATTACHMENTS

1. Red Cross Agreement (Flattened)



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and County of Madera, a political subdivision of the State of California (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are both (i) Red Cross-certified instructors in good standing and (ii) employees of LTP, or (if LTP is a non-profit organization) bona fide volunteers of LTP ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class") and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by Instructors in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Maintain insurance or self-insure to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.

**5. Fees and Invoicing.**

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Class enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to LTP's continued access to Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:
- American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with



the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

- 6. Notices.** Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.
- 7. Confidentiality.** Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.
- 8. Intellectual Property.**
- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.
- 9. Miscellaneous.**
- 9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 Inapplicability of Procurement Terms. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a



limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier sub-processor of personal or other data for LTP or any third party.

- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP’s receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: County of Madera, a political subdivision of the State of California	The American National Red Cross
LTP Signature:	Red Cross Signature:
Name:	Name: Alexis Council
Title:	Title: Sales Representative
Date:	Date: 8/28/2023

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)

Approved as to Legal Form:
COUNTY COUNSEL

Amanda Savage

Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email =
asavage@lozanosmith.com C = US O =
Lozano Smith
Date: 2023.11.13 16:20:29 -08'00'

By _____

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

COUNTY OF MADERA

THE AMERICAN NATIONAL RED CROSS

TITLE OF CONTRACT:

LICENSED TRAINING PROVIDER AGREEMENT

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)

**Licensed Training Provider Agreement
Appendix A – Contact Information****Licensed Training Provider (LTP) Information**

LTP: County of Madera, a political subdivision of the State of California

LTP Address: 1604 Sunrise Avenue
Madera CA 93638 LTP Fax:

LTP Account Number: SF07990393

LTP Contact: Lourdes Nunez

LTP Contact Email: lourdes.nunez@maderacounty.com

LTP Contact Phone: (559) 675-7893 Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Christian Coye

LTP Billing Contact Phone: 559-675-7893 Extension:

LTP Billing Contact Email: christian.coye@maderacounty.com

LTP Billing Address: 1604 Sunrise Avenue Madera CA 93638

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross Strategic Account Executive

Name: Alexis Council

Phone: (833) 676-3491 Ext.: 134005 Email: alexis.council2@redcross.org

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



Training Services Licensed Training Service Agreement

Appendix B – Product Packages and Price List

Product Packages(s)

AP/LTP-Basic Life Support

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-FA/CPR/AED

AP/LTP-Responding to Emergencies

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Invoice

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)



Price List

County of Madera, a political subdivision of the State of California
PG-0000168807

Price List	SKU	Product	UOM	Price
AP/LTP-Responding to Emergencies	AP-HSSRTE406R	RTE with BLS, AEO, BBP, Epi, and Asthma Review	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406C	RTE with BLS, AEO, BBP, Epi, and Asthma Challenge	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406-BL	RTE with BLS, AEO, BBP, Epi, and Asthma -BL	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406	RTE with BLS, AEO, BBP, Epi, and Asthma	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE405R	RTE Adult and Pediatric FA/CPR/AED Review with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE405C	RTE Adult and Pediatric FA/CPR/AED Challenge with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE405	RTE Adult and Pediatric FA/CPR/AED with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE404R	RTE Pediatric FA/CPR/AED Review with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE404C	RTE Pediatric FA/CPR/AED Challenge with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE404	RTE Pediatric FA/CPR/AED with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE403R	RTE Adult and Child FA/CPR/AED Review with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE403C	RTE Adult and Child FA/CPR/AED Challenge with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE403	RTE Adult and Child FA/CPR/AED with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE402R	RTE Child First Aid/CPR/AED Review with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE402C	RTE Child First Aid/CPR/AED Challenge with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE402	RTE Child First Aid/CPR/AED with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE401R	RTE Adult First Aid/CPR/AED Review with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE401C	RTE Adult First Aid/CPR/AED Challenge with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE401	RTE Adult First Aid/CPR/AED with Asthma, Epi and BBP	Each	44.00
AP/LTP-Responding to Emergencies	AP-HSSRTE205R	RTE Adult and Pediatric FA/CPR/AED Review and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE205C	RTE Adult and Pediatric FA/CPR/AED Challenge and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE205	RTE Adult and Pediatric FA/CPR/AED and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE204R	RTE Pediatric FA/CPR/AED Review and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE204C	RTE Pediatric FA/CPR/AED Challenge and BBP	Each	36.00

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AP/LTP-Responding to Emergencies	AP-HSSRTE204	RTE Pediatric FA/CPR/AED and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE203R	RTE Adult and Child FA/CPR/AED Review and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE203C	RTE Adult and Child FA/CPR/AED Challenge and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE203	RTE Adult and Child FA/CPR/AED and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE202R	RTE Child First Aid/CPR/AED Challenge and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE202C	RTE Child First Aid/CPR/AED Challenge and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE202	RTE Child First Aid/CPR/AED and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE201R	RTE Adult First Aid/CPR/AED Review and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE201C	RTE Adult First Aid/CPR/AED Challenge and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE201	RTE Adult First Aid/CPR/AED and BBP	Each	36.00
AP/LTP-Responding to Emergencies	AP-HSSRTE115R	Responding to Emergencies Adult and Pediatric First Aid/CPR/AED Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE115C	RTE Adult and Pediatric First Aid/CPR/AED Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE115	RTE Adult and Pediatric First Aid/CPR/AED	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE113R	RTE Adult and Pediatric First Aid/CPR Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE113C	RTE Adult and Pediatric First Aid/CPR Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE113	RTE Adult and Pediatric First Aid/CPR	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE112R	Responding to Emergencies Adult and Child First Aid/CPR/AED Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE112C	RTE Adult and Child First Aid/CPR/AED Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE112	Responding to Emergencies Adult and Child First Aid/CPR/AED	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE110R	RTE Pediatric First Aid/CPR/AED Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE110C	RTE Pediatric First Aid/CPR/AED Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE110	RTE Pediatric First Aid/CPR/AED	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE109R	RTE Pediatric First Aid/CPR Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE109C	RTE Pediatric First Aid/CPR Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE109	RTE Pediatric First Aid/CPR	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE107R	RTE Adult and Child First Aid/CPR Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE107C	RTE Adult and Child First Aid/CPR Challenge	Each	28.00

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AP/LTP-Responding to Emergencies	AP-HSSRTE107	RTE Adult and Child First Aid/CPR	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE106R	RTE Child First Aid/CPR/AED Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE106C	RTE Child First Aid/CPR/AED Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE106	RTE Child First Aid/CPR/AED	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE105R	RTE Adult First Aid/CPR/AED Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE105C	Responding to Emergencies Adult First Aid/CPR/AED Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE105	Responding to Emergencies Adult First Aid/CPR/AED	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE103R	RTE Child First Aid/CPR Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE103C	RTE Child First Aid/CPR Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE103	RTE Child First Aid/CPR	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE102R	RTE Adult First Aid/CPR Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE102C	RTE Adult First Aid/CPR Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE102	RTE Adult First Aid/CPR	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE101R	RTE First Aid Review	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE101C	RTE First Aid Challenge	Each	28.00
AP/LTP-Responding to Emergencies	AP-HSSRTE101	RTE First Aid	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS803-BL- r.21	Pediatric Advanced Life Support Instructor-BL	Each	36.00
AP/LTP-Basic Life Support	AP-HSSBLS802-BL- r.21	Advanced Life Support Instructor-BL	Each	36.00
AP/LTP-Basic Life Support	AP-HSSBLS801-BL- r.21	Basic Life Support Instructor-BL	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS401R-r. 21	Basic Life Support and First Aid with AEO and BBP Review	Each	44.00
AP/LTP-Basic Life Support	AP-HSSBLS401C-r. 21	Basic Life Support and First Aid with AEO and BBP Challenge	Each	44.00
AP/LTP-Basic Life Support	AP-HSSBLS401-r.2 1	Basic Life Support and First Aid with AEO and BBP	Each	44.00
AP/LTP-Basic Life Support	AP-HSSBLS303R-r. 21	Basic Life Support and First Aid with BBP Review	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS303C-r. 21	Basic Life Support and First Aid with BBP Challenge	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS303-r.2 1	Basic Life Support and First Aid with BBP	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS302R-r. 21	Basic Life Support and First Aid with AEO Review	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS302C-r. 21	Basic Life Support and First Aid with AEO Challenge	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS302-r.2 1	Basic Life Support and First Aid with AEO	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS301R-r. 21	Basic Life Support with AEO and BBP Review	Each	34.00

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AP/LTP-Basic Life Support	AP-HSSBLS301C-r. 21	Basic Life Support with AEO and BBP Challenge	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS301-r.2 1	Basic Life Support with AEO and BBP	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS204R-r. 21	Basic Life Support and Responding to Emergencies First Aid Review	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS204C-r. 21	Basic Life Support and Responding to Emergencies First Aid Challenge	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS204-r.2 1	Basic Life Support and Responding to Emergencies First Aid	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS203R-r. 21	Basic Life Support with BBP Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS203C-r. 21	Basic Life Support with BBP Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS203-r.2 1	Basic Life Support with BBP	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS202R-r. 21	Basic Life Support with AEO Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS202C-r. 21	Basic Life Support with AEO Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS202-r.2 1	Basic Life Support with AEO	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS201R-r. 21	Basic Life Support with First Aid Review	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS201C-r. 21	Basic Life Support with First Aid Challenge	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS201-r.2 1	Basic Life Support with First Aid	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS120R-r. 21	Pediatric Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120C-r. 21	Pediatric Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.2 1	Pediatric Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110R-r. 21	Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110C-r. 21	Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.2 1	Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS101R-r. 21	Basic Life Support Review	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101C-r. 21	Basic Life Support Challenge	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101-r.2 1	Basic Life Support	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101-BL- r.21	Basic Life Support-BL	Each	24.00
AP/LTP-Bloodborne Pathogens	AP-HSSBBP101-r.2 1	Bloodborne Pathogens Training	Each	17.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO821-BL	CPR/AED for Professional Rescuers Instructor Crossover/Re-entry-B L	Each	41.00

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AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO801-BL	CPR/AED for Professional Rescuers Instructor-BL	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R	CPR/AED for Professional Rescuers with First Aid and BBP Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403C	CPR/AED for Professional Rescuers with First Aid and BBP Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403	CPR/AED for Professional Rescuers with First Aid and BBP	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402C	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402	CPR/AED for Professional Rescuers with First Aid, BBP and AEO	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R	CPR/AED for Professional Rescuers with First Aid Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401C	CPR/AED for Professional Rescuers with First Aid Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401	CPR/AED for Professional Rescuers with First Aid	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301c	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle (Includes	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203C	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge	Each	33.00
		CPR/AED for Professional Rescuers with Administering Emergency		

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AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202	Oxygen	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201C	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Challe	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112C	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-BL	CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112	CPR/AED for Professional Rescuers with BBP, Asthma and Epi	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R	CPR/AED for Professional Rescuers and Bloodborne Pathogens Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111C	CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111	CPR/AED for Professional Rescuers and Bloodborne Pathogens	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R	CPR/AED for Professional Rescuers with AEO and First Aid Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109C	CPR/AED for Professional Rescuers with AEO, BBP, Asthma, Epi Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101R	CPR/AED for Professional Rescuers Review	Each	33.00

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AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101C	CPR/AED for Professional Rescuers Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-BL	CPR/AED for Professional Rescuers-BL	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101	CPR/AED for the Professional Rescuer	Each	33.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA942-OL -r.21	Until Help Arrives	Each	17.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA704-OL -r.21	Adult Child and Baby First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA703-OL -r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA702-OL -r.21	Adult First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA517-OL	First Aid for Opioid Overdoses Online-OL	Each	25.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA508-OL	First Aid for Severe Bleeding Online-OL	Each	25.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA506-OL -r.21	First Aid Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA505-OL -r.21	Adult CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSPFA201-OL	Cat and Dog First Aid Online-OL	Each	21.00
AP/LTP-FA/CPR/AED	ROC-HSSBBP101-OL -r.21	Bloodborne Pathogens Training Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA942-r.2 1	Adult FA/CPR/AED, Anaphylaxis, Asthma, Quick Relief Medication Admin, HNMBJ, LTB	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA941-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA940-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA939-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Atomizer	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA938-r.2 1	Adult FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector	Each	41.00
		Adult & Pediatric First Aid/CPR/AED with Anaphylaxis &		



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AP/LTP-FA/CPR/AED	AP-HSSSFA936-r.2 1	Epinephrine	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA930-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA926-r.2 1	Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA920-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA905-r.2 1	Life Threatening Bleeding and Tourniquet Application	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA904-r.2 1	Head, Neck, Muscle, Bone and Joint Injuries and Splinting	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA903-r.2 1	Asthma and Quick-Relief Medication Administration	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA902-r.2 1	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA900-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Spray	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA822-BL-r.21	First Aid/CPR/AED Instructor Bridge-BL	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA801-BL-r.21	First Aid/CPR/AED Instructor-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750R	First Aid for Public Safety Personnel (Title 22) Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA717-r.2 1	Pediatric First Aid/CPR/AED Skills Session	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA716-r.2 1	Adult and Pediatric First Aid/CPR/AED Skills Session	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA714-r.2 1	Adult First Aid/CPR/AED Skills Session	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-r.2 1	Adult and Pediatric CPR/AED Skills Session	Each	7.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-OL-r.21	Adult and Pediatric CPR/AED-OL	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA711-r.2 1	Adult CPR/AED Skills Session	Each	7.00
AP/LTP-FA/CPR/AED	AP-HSSSFA710-r.2 1	First Aid Skills Session	Each	7.00
AP/LTP-FA/CPR/AED	AP-HSSSFA704-OL-r.21	Adult, Child and Baby First Aid/CPR/AED Online-OL for AP	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA703-OL-r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	29.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA702-OL-r.21	Adult First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA520-r.2 1	Adult and Infant CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA519-r.2 1	Infant First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA517-OL	First Aid for Opioid Overdoses-OL	Each	25.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516BBP-BL-r.21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516-BL-r.21	Adult and Pediatric First Aid/CPR/AED-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515BBP-BL-r.21	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515-BL-r.21	Pediatric First Aid/CPR/AED-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514BBP-BL-r.21	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514-BL-r.21	Adult First Aid/CPR/AED-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513BBP-BL-r.21	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513-BL-r.21	Adult and Pediatric CPR/AED-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512BBP-BL-r.21	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512-BL-r.21	Pediatric CPR/AED-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511BBP-BL-r.21	Adult CPR/AED and Bloodborne Pathogens-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511-BL-r.21	Adult CPR/AED-BL	Each	28.00
	AP-HSSSFA510BBP-			

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AP/LTP-FA/CPR/AED	BL-r.21	First Aid and Bloodborne Pathogens-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510-BL-r.21	First Aid-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA508-OL	First Aid for Severe Bleeding-OL	Each	25.00
AP/LTP-FA/CPR/AED	AP-HSSSFA506-OL-r.21	First Aid Online Only-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL-r.21	Adult CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-r.2 1	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468-r.2 1	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA466-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R-r. 21	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C-r. 21	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459-r.2 1	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA458-r.2 1	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	46.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA457R-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457-r.2 1	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450-r.2 1	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448C-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448-r.2 1	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447C-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447-r.2 1	Adult First Aid/CPR and Administering Emergency Oxygen	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R-r. 21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446C-r. 21	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446-r.2 1	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	36.00
		Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine		



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AP/LTP-FA/CPR/AED	AP-HSSSFA438C-r. 21	Auto-Injector Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438-r.2 1	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437C-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437-r.2 1	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436R-r. 21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C-r. 21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428R-r. 21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C-r. 21	Adult FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428-r.2 1	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Administration	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R-r. 21	Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C-r. 21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427-r.2 1	Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	44.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA426-r.2 1	Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421C-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-r.2 1	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-BL-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420R-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420C-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420-r.2 1	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419R-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419C-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419-r.2 1	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418R-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418C-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418-r.2 1	Adult First Aid/CPR/AED plus Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417R-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417C-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417-r.2 1	Adult First Aid/CPR and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416R-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416C-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416-r.2 1	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415R-r. 21	Adult and Pediatric First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415C-r. 21	Adult and Pediatric First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415-r.2 1	Adult and Pediatric First Aid/CPR/AED	Each	36.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA414R-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414C-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414-r.2 1	Adult CPR/AED, Pediatric CPR and First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413R-r. 21	Adult and Pediatric First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413C-r. 21	Adult and Pediatric First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413-r.2 1	Adult and Pediatric First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412R-r. 21	Adult and Child First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412C-r. 21	Adult and Child First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412-r.2 1	Adult and Child First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411R-r. 21	Pediatric First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411C-r. 21	Pediatric First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411-r.2 1	Pediatric First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410R-r. 21	Adult CPR/AED, Infant CPR and First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410C-r. 21	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410-r.2 1	Adult CPR/AED, Infant CPR and First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409R-r. 21	Adult CPR/AED, Child CPR and First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409C-r. 21	Adult CPR/AED, Child CPR and First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409-r.2 1	Adult CPR/AED, Child CPR and First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408R-r. 21	Pediatric First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408C-r. 21	Pediatric First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408-r.2 1	Pediatric First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407R-r. 21	Adult and Infant First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407C-r. 21	Adult and Infant First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407-r.2 1	Adult and Infant First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406R-r. 21	Adult and Child CPR/First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406C-r. 21	Adult and Child CPR/First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406-r.2 1	Adult and Child CPR/First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405R-r. 21	Child First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405C-r. 21	Child First Aid/CPR/AED Challenge	Each	36.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA405-r.2 1	Child First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404R-r. 21	Adult First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404C-r. 21	Adult First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404-r.2 1	Adult First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403R-r. 21	Infant First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403C-r. 21	Infant First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403-r.2 1	Infant First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402R-r. 21	Child First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402C-r. 21	Child First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402-r.2 1	Child First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401R-r. 21	Adult First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401C-r. 21	Adult First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401-r.2 1	Adult First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA32-r.21	Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA31-r.21	Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA304-r.2 1	Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephrine Auto-Injector	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303R-r. 21	Adult and Pediatric CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303C-r. 21	Adult and Pediatric CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303-r.2 1	Adult and Pediatric CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302R-r. 21	Adult CPR/AED and Pediatric CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302C-r. 21	Adult CPR/AED with Pediatric CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302-r.2 1	Adult CPR/AED with Pediatric CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301R-r. 21	Adult and Pediatric CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301C-r. 21	Adult and Pediatric CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301-r.2 1	Adult and Pediatric CPR	Each	28.00
		Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi		

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AP/LTP-FA/CPR/AED	AP-HSSSFA221-r.2 1	Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA22-r.21	Adult First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA213-r.2 1	Pediatric CPR with Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA21-r.21	Adult First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet Application	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208R-r. 21	Adult and Child CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208C-r. 21	Adult and Child CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208-r.2 1	Adult and Child CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207R-r. 21	Pediatric CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207C-r. 21	Pediatric CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207-r.2 1	Pediatric CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206R-r. 21	Adult CPR/AED and Infant CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206C-r. 21	Adult CPR/AED and Infant CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206-r.2 1	Adult CPR/AED and Infant CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205R-r. 21	Adult CPR/AED and Child CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205C-r. 21	Adult CPR/AED and Child CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205-r.2 1	Adult CPR/AED and Child CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204R-r. 21	Adult and Child AED Review	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204C-r. 21	Adult and Child AED Challenge	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204-r.2 1	Adult and Child AED	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203R-r. 21	Pediatric CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203C-r. 21	Pediatric CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203-r.2 1	Pediatric CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202R-r. 21	Adult and Infant CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202C-r. 21	Adult and Infant CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202-r.2 1	Adult and Infant CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R-r. 21	Adult and Child CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C-r. 21	Adult and Child CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201-r.2 1	Adult and Child CPR	Each	28.00

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)



Price List

County of Madera, a political subdivision of the State of California

PG-0000168807

AP/LTP-FA/CPR/AED	AP-HSSSFA157R-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157-r.2 1	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152-r.2 1	Adult CPR with BBP, Asthma, Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R-r. 21	First Aid and BBP and Asthma and Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C-r. 21	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151-r.2 1	First Aid and BBP and Asthma and Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147R-r. 21	Adult CPR/AED and Administering Emergency Oxygen Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147C-r. 21	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147-r.2 1	Adult CPR/AED and Administering Emergency Oxygen	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137R-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137C-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137-r.2 1	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132R-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132C-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132-r.2 1	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131R-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131C-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131-r.2 1	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127R-r. 21	Adult CPR/AED and Asthma Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127C-r. 21	Adult CPR/AED and Asthma Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127-r.2 1	Adult CPR/AED and Asthma	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R-r. 21	Adult CPR and Asthma Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C-r. 21	Adult CPR and Asthma Challenge	Each	28.00

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Price List

County of Madera, a political subdivision of the State of California

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AP/LTP-FA/CPR/AED	AP-HSSSFA122-r.2 1	Adult CPR and Asthma	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R-r. 21	First Aid and Asthma Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C-r. 21	First Aid and Asthma Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121-r.2 1	First Aid and Asthma	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R-r. 21	Adult CPR/AED and Bloodborne Pathogens Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117C-r. 21	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117-r.2 1	Adult CPR/AED and Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R-r. 21	Adult CPR and Bloodborne Pathogens Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C-r. 21	Adult CPR and Bloodborne Pathogens Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112-r.2 1	Adult CPR and Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R-r. 21	First Aid and Bloodborne Pathogens Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111C-r. 21	First Aid and Bloodborne Pathogens Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111-r.2 1	First Aid and Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108R-r. 21	Child CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C-r. 21	Child CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108-r.2 1	Child CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R-r. 21	Adult CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C-r. 21	Adult CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107-r.2 1	Adult CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R-r. 21	Child AED Review	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C-r. 21	Child AED Challenge	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106-r.2 1	Child AED	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R-r. 21	Adult AED Review	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C-r. 21	Adult AED Challenge	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105-r.2 1	Adult AED	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104R-r. 21	Infant CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104C-r. 21	Infant CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104-r.2 1	Infant CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103R-r. 21	Child CPR Review	Each	28.00

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American Red Cross
Training Services

Price List

County of Madera, a political subdivision of the State of California
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AP/LTP-FA/CPR/AED	AP-HSSSFA103C-r. 21	Child CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103-r.2 1	Child CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102R-r. 21	Adult CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102C-r. 21	Adult CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102-r.2 1	Adult CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101R-r. 21	First Aid Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101C-r. 21	First Aid Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101-r.2 1	First Aid	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSPFA201-OL	Cat and Dog First Aid-OL	Each	21.00
AP/LTP-FA/CPR/AED	AP-HSSCPR701	Hands-Only CPR Presenter Training	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSCPR101	Hands-Only CPR	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSBBP101-OL-r.21	Bloodborne Pathogens-OL	Each	29.00

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)



American Red Cross

Training Provider Resource Guide

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)

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WELCOME

Thank you for choosing to be a training provider for the American Red Cross. As a Red Cross training provider, your organization has joined a long tradition of providing life-saving education and training throughout the United States dating back to 1909.

Purpose of the Resource Guide

This *American Red Cross Training Provider Resource Guide* provides your organization with the basic information it needs to serve as an American Red Cross Authorized Provider (AP) or Licensed Training Provider (LTP). For information about your responsibilities as an AP or LTP and the responsibilities of the Red Cross to you, refer to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*.

Types of Red Cross Training Providers

Both Authorized Providers and Licensed Training Providers are companies or individuals licensed to use Red Cross training materials in the instruction of Red Cross training courses based on their contractual agreement with the Red Cross:

- An **Authorized Provider** is a company, organization or individual that signs an *Authorized Provider Agreement* licensing the AP to teach Red Cross courses to individuals within the AP's company or organization.
- A **Licensed Training Provider** is a company or self-employed individual that is an independent business offering Red Cross training to outside companies, organizations or individuals as permitted through their *Licensed Training Provider Agreement*.

The *American Red Cross Training Provider Resource Guide* provides information about the resources available to you and your instructors in preparing for and delivering Red Cross training programs.

ABOUT THE RED CROSS

Proceeds from Red Cross training support the life-saving mission of the Red Cross - including disaster relief, blood collection and Services to the Armed Forces.

Global Red Cross and Red Crescent Network

The Global Red Cross and Red Crescent Network is the largest humanitarian network in the world, with a presence in almost every country. The global network is unified and guided by seven Fundamental Principles.

Humanity

The Global Red Cross and Red Crescent Network, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality

In order to continue to enjoy the confidence of all, the Network may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

Independence

The Network is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary Service

It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality

The Global Red Cross and Red Crescent Network, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

American Red Cross

Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Vision Statement

The American Red Cross, through its network of volunteers, donors and partners, is always there in times of need. We aspire to turn compassion into action so that:

- All people affected by disaster across the country and around the world receive care, shelter and hope;
- Our communities are ready and prepared for disasters;
- Everyone in our country has access to safe, lifesaving blood and blood products;
- All members of our armed services and their families find support and comfort whenever needed; and
- In an emergency, there are always trained individuals nearby, ready to use their Red Cross skills to save lives.

History

Clara Barton and a circle of her acquaintances founded the American Red Cross in Washington, D.C. on May 21, 1881. Barton first heard of the Swiss-inspired global Red Cross network while visiting Europe following the Civil War. Returning home, she campaigned for an American Red Cross and for ratification of the Geneva Convention protecting the war-injured, which the United States ratified in 1882.

The American Red Cross Today

Today, the supporters, volunteers and employees of the American Red Cross provide compassionate care in five critical areas:

- People affected by disasters in America
- Support for members of the military and their families
- Blood collection, processing and distribution
- Health and safety education and training
- International relief and development

For additional information, visit redcross.org.

RESOURCES FOR RED CROSS TRAINING PROVIDERS

Instructor's Corner

Instructor's Corner is a password-protected website providing access to a variety of resources for certified American Red Cross instructors and instructor trainers (ITs). Features include:

- **Instructor tools and teaching aids** – Find downloadable resources such as instructor's manuals, participant materials for many programs, instructor trainer guides, course presentations and video segments, program fact sheets, and the annual course and price list.
- **How-To videos** – Reference these videos about a variety of topics such as reporting teaching activity, checking certifications and teaching history, and setting up and reporting blended learning courses, troubleshooting and more.
- **Discussion forum** – The Forum allows instructors and instructor trainers the opportunity to interact, ask questions and discuss a variety of topics with instructors across the country.
- **Click-to-chat functionality and online customer service support case submission** – Instructors and instructor trainers can chat with a Training Support Center (TSC) representative and submit/track support cases online.
- **Certification Details** – Instructor and instructor trainer certifications and expiration dates listed on a personalized, secure home page.
- **Search** – Similar to using a search engine, search capabilities make finding documents easy.

Instructors and instructor trainers must have an American Red Cross Learning Center account and be certified as an instructor or instructor trainer to access Instructor's Corner. Instructors and instructor trainers will create a learning center account through their certification course (see the [Instructors and Instructor Trainers](#) section below for more detail on instructor and IT certification courses). Instructor's Corner may be accessed at www.instructorscorner.org.

Red Cross Store

The Red Cross Store is an online store providing 24 hours a day, 7 days a week ability to order a variety of training supplies and products, including:

- Training program materials such as instructor and participant manuals, textbooks and DVDs
- Training supplies including CPR manikins, AED training devices, breathing barriers and pocket masks
- First aid and emergency preparedness kits
- Red Cross apparel and accessories

For more information, visit the Red Cross Store at www.redcrossstore.org.

Training Support Center

The Training Support Center (TSC) is available to assist training providers with program inquiries, course record entry, billing inquiries and other support functions for administrators, instructors and instructor trainers. TSC representatives are available through the "Click to Chat" or "Create a Support Case" functionality on the Instructor's Corner "Contact Us" page, by e-mail at support@redcrosstraining.org, or by phone at 1-800-RED-CROSS.

The hours of operation for the TSC are:

Monday—Friday from 7:30 a.m. to 11:00 p.m. ET

Saturday from 7:30 a.m. to 8:00 p.m. ET

RED CROSS TRAINING PROGRAMS

The Red Cross offers a broad range of training programs for both the lay public and professional responders in the areas of first aid, CPR/AED, swimming and water safety, and caregiving.

Information including an Instructor Bulletin detailing key information on instructor certification requirements and course options for program can be found on each program page of Instructor's Corner (www.instructorscorner.org) in the "Materials" section.

Your *Authorized Provider Agreement* or *Licensed Training Provider Agreement* details the training program or programs that your organization is licensed to teach. To add training programs to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*, contact your sales representative.

First Aid and CPR training programs for organizations, schools and the community:

First Aid/CPR/AED

The purpose of the courses in the First Aid/CPR/AED program is to help participants recognize and respond appropriately to cardiac, breathing and first aid emergencies to know how to care for a suddenly injured or ill person until more advanced medical personnel arrive and take over.

The First Aid/CPR/AED program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

The program offers the flexibility of selecting First Aid, CPR and AED courses for adults, children and infants depending upon your training needs. With a variety of course options and delivery formats, courses in the First Aid/CPR/AED training program range from 3 hours to 6 hours in duration.

English and Spanish versions of the program are available.

The First Aid/CPR/AED training program includes supplemental, add-on training modules for more advanced training and certification in key topics including OSHA-mandated Bloodborne Pathogens Training, Anaphylaxis and Epinephrine Auto-Injector, Asthma Inhaler Training, and Administering Emergency Oxygen,

Responding to Emergencies: Comprehensive First Aid/CPR/AED

Responding to Emergencies (RTE) is a 30-hour, lay-level first aid and CPR/AED program designed primarily for high schools and colleges that require a curriculum that can be taught over the course of a semester and adapted to a variety of course outlines. The program is available in a classroom (instructor-led) only format and features an integrated teaching approach that includes classroom lecture, videos, simulated emergency situations, discussion and hands-on skills practice.

Content for the RTE program includes:

- Recognizing and responding appropriately to cardiac, breathing and first aid emergencies
- First aid, CPR and AED skills to give immediate care to a suddenly injured or ill person
- Proper care and special considerations for emergencies involving adults, children and infants
- Injury management, medical emergencies and healthy lifestyle tips

Wilderness and Remote First Aid

The Wilderness and Remote First Aid program is designed to teach individuals how to use first aid skills to help in emergency situations where help is delayed. The program is based on the 2010 Boy Scouts of America (BSA) Wilderness First Aid Curriculum and Doctrine Guidelines.

The Wilderness and Remote First Aid program is appropriate for audiences from youth-serving organizations as well as adults who participate in outdoor recreational activities or who work in remote settings where emergency medical services (EMS) response is more than 1 hour away.

The Wilderness and Remote First Aid program emphasizes experiential learning and major portions of the course are meant to be taught in outdoor settings.

First Aid and CPR training programs for healthcare providers and professional rescuers:

Basic Life Support for Healthcare Providers

The purpose of the Basic Life Support for Healthcare Providers (BLS) program is to ensure that healthcare providers have the knowledge and skills necessary to respond to breathing and cardiac emergencies. The course emphasizes active, hands-on learning and uses scenario activities to help participants learn how to provide CPR, use an AED and relieve an obstructed airway for adult, child and infant patients.

The Basic Life Support for Healthcare Providers program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

CPR/AED for Professional Rescuers

The CPR/AED for Professional Rescuers (CPRO) program trains individuals with a duty to act including lifeguards, EMS personnel, police, security personnel, firefighters and athletic trainers — to respond to breathing and cardiac emergencies in adults, children and infants until more advanced medical personnel take over.

This course is also intended for individuals serving in roles that would be called upon to provide support in emergency situations, such as aquatic facility, gym/fitness club or community/recreation center staff.

Emergency Medical Response

The purpose of the American Red Cross Emergency Medical Response program is to train participants in the knowledge and skills of an emergency medical responder (EMR) to help sustain life, reduce pain and minimize the consequences of injury or sudden illness until more advanced medical personnel take over.

Ideal for corporate emergency response teams, law enforcement, security officers, or students wishing to begin a career in public safety or healthcare upon graduation, this 56-hour classroom (instructor-led) course is designed to meet or exceed National Emergency Medical Services Education Standards Emergency Medical Responder Instructional Guidelines.

Title 22 – California First Aid for Public Safety Personnel

In accordance with the requirements of Title 22 of the California Code of Regulations, the purpose of the First Aid for Public Safety Personnel (FAPSP) course is to train lifeguards, fire fighters, and peace officers in the knowledge and skills necessary to help sustain life, reduce pain, and minimize the consequences of injury or illness until more advanced medical help arrive.

Aquatics, Swimming and Water Safety programs

Lifeguarding

The purpose of the Lifeguarding program is to train lifeguards to act with speed and confidence in emergency situations both in and out of the water. Topics include water rescue skills, surveillance and recognition, first aid, breathing and cardiac emergencies, CPR, AED and more.

Courses within the Lifeguarding Program include Lifeguarding (for facilities with pool depths greater than 7 feet), Shallow Water Lifeguarding (for facilities with pool depths less than or equal to 5 feet) and Aquatic Attraction Lifeguarding (for facilities with aquatic attractions and pool depths less than or equal to 3 feet). Lifeguarding courses are available in both the traditional, instructor led delivery as well as blended learning delivery, which combines eLearning with in-person skill practice.

Swimming and Water Safety

The Swimming and Water Safety Program teaches people of different ages and abilities how to be safe in, on or around the water and how to swim. In a logical progression, the program covers the knowledge and skills needed for aquatic skill development. As participants develop these skills, they become safer and better swimmers.

The Swimming and Water Safety program contains the following basic level courses and presentations:

- Parent and Child Aquatics (2 levels)
- Preschool Aquatics (3 levels)
- Learn-to-Swim (6 levels)
- Adult Swim (3 levels)
- Private Swim Lessons
- Water Safety Today
- Personal Water Safety
- Basic Water Rescue
- Small Craft Safety
- Home Pool Essentials: Maintenance and Safety (online only course)
- Water Safety Presentations:
 - General Water Safety
 - Home Pool Safety
 - Parent Orientation to Swim Lessons
 - Sun Safety
 - Rip Current Safety

The Swimming and Water Safety program offers two paths for instructor certification:

- Water Safety Instructor
- Basic Swim Instructor

Safety Training for Swim Coaches

The American Red Cross Safety Training for Swim Coaches program, which uses a blended learning delivery method that combines online knowledge acquisition and an in-water skills session. This program was developed in partnership with USA Swimming to teach those involved in competitive swimming, including coaches, officials, athletic trainers and aquatic exercise trainers, how to help:

- Maintain a comfortable and safe environment for swimmers.
- Prevent accidents and emergencies.
- Respond to swimmers with illnesses or injuries in water or on land.

The 6-hour full course combines web-based delivery of content, an online exam and a facility-based, in-water skills session. Other course options include an online-content only option (for coaches who have current American Red Cross Lifeguarding/First Aid/CPR/AED or Shallow Water Lifeguarding First Aid/CPR/AED certification).

Longfellow's WHALE Tales

The American Red Cross created Longfellow's WHALE Tales to help teachers and youth leaders teach children about safe behavior in, on and around the water. WHALE is an acronym for Water Habits Are Learned Early. The materials in the Longfellow's WHALE Tales K–6 Educational Packet are designed to give children an awareness of being safe around the water and to promote healthful aquatic recreation.

The American Red Cross Longfellow's WHALE Tales lessons teach children about water safety in different environments, such as pools, waterparks, oceans, lakes and rivers. It teaches them about water hazards around the home and neighborhood and covers sun safety, boating safety and much more. The program features fun, animated videos; colorful posters; stickers; activity worksheets; illustrated, color fact sheets; and three types of completion certificates. These leader-led program materials are available on Instructor's Corner (for instructors) and on redcross.org/whale-tales for individuals without access to Instructor's Corner.

Training programs for youth interested in becoming babysitters within their neighborhoods:

Babysitter's Training

The purpose of the Babysitter's Training program is to provide youth who are planning to babysit with the knowledge and skills necessary to safely and responsibly give care for children and infants. This course – designed for youth ages 11 to 15 – helps participants to develop leadership skills; learn how to develop a babysitting business, keep themselves and others safe and help children behave; and learn about basic child care and basic first aid.

INSTRUCTORS AND INSTRUCTOR TRAINERS

Instructor Certification

Certification occurs when an instructor candidate successfully completes the instructor course or the instructor bridge course (if qualified) and is issued an instructor certification indicating that all requirements have been met on that date.

Before an instructor can teach, s/he must be affiliated with an Authorized Provider or Licensed Training Provider and must sign the *Instructor Agreement and Instructor Code of Conduct*.

Once certified, an instructor may provide training based upon the affiliation with the training provider and the training provider's agreement with the Red Cross:

- As an employee or volunteer for an Authorized Provider, an instructor may provide training to the AP's employees as indicated in the *Authorized Provider Agreement*.
- As an employee or volunteer for a Licensed Training Provider, an instructor may provide training to the LTP's customers as indicated in the *Licensed Training Provider Agreement*.

Instructor Courses

Instructor courses train individuals to be able to teach the course or courses within a specific program. Most Red Cross instructor courses are a blended learning format featuring an online introduction to the instructor course and an in-person portion. The online portion typically includes a review of the Red Cross mission and services, an overview of the training program and materials, and an introduction to the tools and resources available to instructors. Successful completion of the online introduction is required prior to attending the first session of the in-person portion of the instructor course.

The in-person portion is led by a certified Red Cross Instructor Trainer (IT) in the specific program area and includes a precourse skills assessment, a review of the training program and materials, and features multiple practice-teaching assignments allowing instructor candidates the opportunity to practice teaching sections of the course for which they will be receiving an instructor certification

Upon successful completion of the instructor course, individuals will be granted a Red Cross Instructor certification permitting them to teach the course or courses within the training program area for a specific period of time, which is usually two years.

The specific prerequisites and details for instructor courses vary by training program. For information on instructor courses, visit the Instructor Candidates page for the training program of interest at <https://www.instructorscorner.org/s/welcome> (no login required).

To register for an instructor course in your area, interested instructor candidates can search for a class on the Red Cross website <https://www.redcross.org/take-a-class> or call 1-800-RED-CROSS.

For organizations wishing to train multiple instructor candidates, the Red Cross offers "Full Service" instructor courses in which a Red Cross Instructor Trainer delivers the instructor course on-site. For information on scheduling an instructor course at your location, contact your sales representative.

Instructor Bridging

Instructor bridging is an expedited instructor certification option that recognizes an individual's instructor certification and experience – either with the Red Cross or other national training organizations – in order to provide a Red Cross Instructor certification without the need to attend a full instructor course. Most instructor bridge courses are online only courses that are made available to eligible instructor candidates at no cost.

Individuals who qualify for and complete the instructor bridge course and process will be granted the same Red Cross instructor certification as an individual who completed the corresponding instructor course for the program.

Specific requirements for instructor bridges vary by training program and details can be found on the Instructor Candidate pages at <https://www.instructorcorner.org/s/welcome> (no login required).

Information for Instructor Candidates

The Instructor Candidate pages contain an extensive collection of resources and information for individuals interested in becoming a Red Cross certified instructor for various training programs. The Instructor Candidate pages are available at <https://www.instructorcorner.org/s/welcome> (no login required).

The program-specific pages available from this site contain:

- Instructor certification options and requirements
- Information candidates need to prepare to attend an instructor course
- Prerequisites and process information to complete an instructor bridge
- Program-specific Instructor Bulletins which include an overview of the key program details such as course-delivery options and lengths
- Course materials, equipment and supplies needed to conduct

Additionally, instructor candidate pages contain all digital program materials available to instructors for individuals who want to preview course materials without the obligation of purchasing print materials or to help instructor candidates prepare for their instructor course or instructor bridge.

Instructor Agreement and Instructor Code of Conduct

As part of the instructor certification and recertification process all Red Cross instructors are required to review and agree to the *Instructor Agreement and Instructor Code of Conduct*. Available on Instructor's Corner (www.instructorcorner.org) for certified instructors and the Instructor Candidates page (<https://www.instructorcorner.org/s/welcome> (no login required)), the *Instructor Agreement and Instructor Code of Conduct* outlines the Red Cross obligations to instructors and the instructors' obligation to the Red Cross related to the proper delivery and use of Red Cross training materials.

Instructor Get Started Guide

The Instructor Get Started Guide is a document for newly certified Red Cross instructors detailing the key initial steps that an instructor needs to complete in order to begin teaching Red Cross programs based on their new Instructor certification.

Key items featured in the Instructor Get Started Guide include:

- Ensuring instructors are appropriately aligned in the Red Cross Learning Center to the Authorized Provider and/or Licensed Training Provider organizations for whom the instructor will be teaching.
- Updating their user profile in the Red Cross Learning Center to ensure the instructor's profile includes contact information required for the Red Cross to be able to communicate critical program and administrative information throughout the instructor's certification period.
- Accessing Instructor's Corner and ensuring instructors are familiar with the various resources available within that site.
- Links to Additional Resources for instructors such as the Red Cross Store, the Course Record Entry Portal, and the Red Cross Learning Center.

The Instructor Get Started Guide is distributed to instructors at the completion of their instructor course and is available on Instructor's Corner (www.instructorscorner.org) in the "Onboarding" area.

Instructor Trainers

Instructor Trainers are individuals certified to teach Red Cross instructor courses to certify new Red Cross instructors. Similar to instructor requirements, in order for an instructor trainer (IT) to be able to teach instructor courses, the IT must:

- Be affiliated with an Authorized Provider or Licensed Training Provider
- Sign or agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct*.

Additionally, once certified as an IT, the IT is permitted to provide instructor training based upon their affiliation with the training provider and the training provider's agreement with the Red Cross.

Instructor Trainer Academies

Instructor Trainer Academies are training courses where instructor trainer candidates achieve their IT certification by participating in a training program led by a Red Cross Instructor Trainer Educator. IT Academy curriculum is focused on providing the IT candidates with the knowledge, skills, and familiarity with the Red Cross training program area so that the IT can train new instructors in:

- Skill expertise and mastery in the training program area,
- Facilitation and classroom management, and
- Understanding of Red Cross training tools, resources, and processes.

IT Academies are available for the First Aid/CPR/AED, Lifeguarding and Water Safety programs.

In order to attend an IT Academy, interested IT candidates must meet the qualifications and are required to complete an online application that includes providing details of the IT candidates' teaching experience to-date and information on the IT candidates' interest in becoming an IT. Once the application is submitted, a Red Cross Trainings Specialist reviews the application and contacts approved IT candidates with the steps to register for an IT academy.

A schedule of the nationwide IT Academy schedule and the specific requirements and process for IT applicants to apply to attend an IT Academy are available in the "IT Candidate" area of the "Instructor Lifecycle" area of Instructor's Corner (www.instructorscorner.org).

The Red Cross is always interested in partnering with organizations who would like to host an aquatic Instructor Trainer Academy at their facility. Program facility needs and requirements depend on the specific program area. Potential host facilities for aquatic Academies can complete the "Host IT Academy" application form located in the "Instructor Lifecycle" area of Instructor's Corner.

Instructor Trainer Bridging

Instructor Trainer bridging is an IT certification option for currently certified Red Cross ITs to become an IT in a different training program area. Similar to instructor bridge courses, the IT bridge programs are online only courses covering key program information with a focus on conducting the instructor course for that program area.

Like the IT Academy process, to be able to register for an IT bridge, qualified individuals are required to complete an online application for review by a Red Cross Training Specialist. Once the application is submitted, the Training Specialist reviews the application and contacts the IT candidate with the steps to register for the academy. IT bridges typically include a nominal fee due at registration.

For information on whether an IT bridge course is available for a program area and for qualification requirements, you should refer to the Instructor Bulletin available on the Instructor Candidate page for that program (<https://www.instructorcorner.org/s/welcome> (no login required)) or on the “Bridging” area of the “Instructor Lifecycle” section of Instructor’s Corner (www.instructorcorner.org).

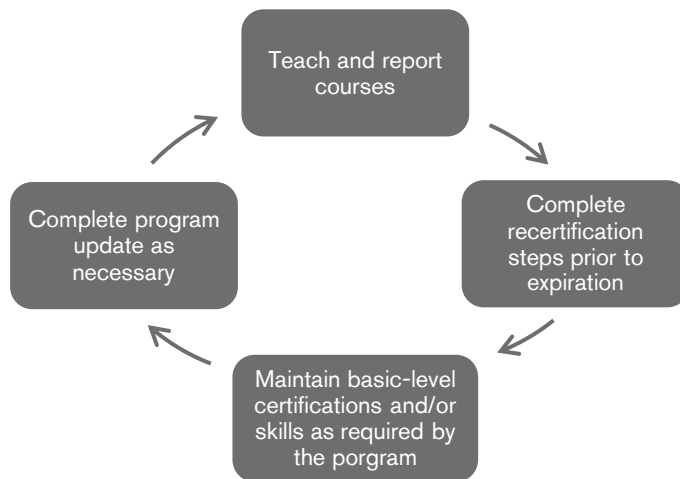
Instructor Trainer Agreement and Code of Conduct

Instructor Trainers are required to review and agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* as part of their IT certification process. A copy of the latest *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* is available on Instructor’s Corner (www.instructorcorner.org).

Maintaining Instructor and Instructor Trainer Certification

Requirements to maintain instructor and IT certification varies by training program; however, requirements typically include maintaining a basic-level certification in the program area, teaching at least one class during the two-year certification period, completing an online recertification assessment or – depending on the program area – an in-person review course, and completing any instructor/IT update course as required by the Red Cross following a program update. Online Instructor/IT recertification assessments and updates are typically available at no cost during the update period.

A visual of the typical instructor or instructor trainer lifecycle is provided below.



For more information on the instructor lifecycle and maintaining certification requirements, instructors and ITs should review the program Instructor Bulletin, instructor's manual and instructor trainer's guide and should review the contents of the "Instructor Lifecycle" section of Instructor's Corner (www.instructorscorner.org).

Learning Center

The Red Cross Learning Center is the website where instructors and instructor trainers manage their instructor or instructor trainer certifications, keep their contact information up-to-date and, if applicable, complete online recertification assessments and updates. The website address for the Learning Center is <https://classes.redcross.org>.

Quality Assurance

The Red Cross is the leader in quality health and safety training, and it maintains that status by ensuring instructors and instructor trainers are provided the tools, resources and information to allow them to adhere to Red Cross training standards. In addition to maintaining quality programs and resources for training providers and instructors/ITs, the Red Cross also performs quality assurance (QA) reviews and investigations as necessary to ensure the training standards are being met.

With each QA concern that is brought to our attention we thoroughly review all aspects of the issue(s) and gather fact based information from all parties involved. Once all the facts of the issue(s) have been gathered we cross reference those facts against the Instructor or Instructor Trainer Code of Conduct, the AP/LTP Agreement, and the appropriate instructor's manual or instructor trainer guide to determine the appropriate course of action.

This quality assurance program maintains integrity of Red Cross training and certification for our training providers and the individuals, workplaces and communities where they train.

Support for Instructors and Instructor Trainers

In addition to program materials such as the instructor manual and instructor bulletin, there are a variety of support tools and resources for Red Cross instructors and instructor trainers available on Instructor's Corner (www.instructorscorner.org):

iConnection Newsletter

The *iConnection* newsletter is an email newsletter sent to all Red Cross instructors and instructor trainers every six weeks. *iConnection* articles detail program updates and enhancements, answers to frequently asked questions related to content within Red Cross programs, and information on enhancements to instructor tools and resources to help instructors deliver Red Cross training programs.

To ensure they receive the *iConnection* newsletter, instructors and instructor trainers are required to maintain an updated profile and email address in the Red Cross Learning Center.

How-To Videos

A series of How-To Videos available on the home page and in the "Administration" section of Instructor's Corner (www.instructorscorner.org) provide a step-by-step walkthrough of key actions and processes for both new and experienced instructors with screenshots and narration. Topics covered include:

- Accessing the Red Cross Learning Center
- Accessing Your Instructor Certification Record
- Accessing Your Teaching History
- Entering Course Records for Courses with Fees
- Entering Course Records for Courses without Fees
- Setting Up an Instructor Course
- Conducting and Closing Out an Instructor Course
- Setting Up a Basic-Level Blended Learning Course (Direct Links)
- Instructor's Corner Site Orientation

Forum

Available in the “Forum” section of Instructor’s Corner (www.instructorcorner.org), the Forum is a collaboration space for instructors to discuss topics and to share information and best practices. Thousands of fellow instructors and instructor trainers from across the country participate in forums covering a variety of topics. Active groups include program specific groups such as First Aid/CPR/AED, Lifeguarding, and Water Safety Instructor as well as groups for instructor trainers and training networking.

Click-to-Chat and Support Center Case Submission

If instructors or instructor trainers have a question that is not adequately addressed through the Community or the resources available on Instructor’s Corner, Instructor’s Corner also includes capability for instructors or instructor trainers to submit a support case to the Training Support Center for non-urgent matters or to chat with a live representative for urgent matters.

CONDUCTING RED CROSS TRAINING PROGRAMS

Maintaining Training Standards

Quality, consistency and standardized delivery of courses are priorities of the American Red Cross. Red Cross courses are designed with standardized instructor outlines and lesson plans based on well-defined objectives to provide an optimal learning experience for a variety of participants. Many of the courses are designed to meet workplace certification and training requirements of different occupational settings, such as day care workers, workplace response teams, lifeguards, swim instructors and professional responders. Both the course participants and organizations that hire individuals with Red Cross certifications expect and depend on the quality training outlined in the program.

To meet the objectives of the courses and ensure standardized delivery, the course outlines and lesson plans included in the instructor manual must be followed. Facility availability or constraints, specific instructor-to-participant ratios, equipment-to-participant ratios or participant needs may necessitate the need to adapt the course outline while still maintaining the educational progression of the course. Adapting the training does not mean that instructors or instructor trainers can add to, delete or change content.

AP/LTP Course and Price Listing

The AP/LTP Course and Price Listing lists the courses available to training providers and their instructors. This list is organized by program area and includes course combinations and bundles to satisfy the various needs of training providers and their students.

Beginning in 2018, the Red Cross is implementing the practice of publishing an annual price list that will allow for modest price adjustments rather than larger increases that would more significantly impact our training providers.

The annual *AP/LTP Course and Price Listing* can be found on Instructor's Corner (www.instructorcorner.org) and will be provided to training providers via email each year well in advance of any pricing changes going into effect based upon our contracted agreements and terms and to allow our training providers to plan accordingly.

To have courses added to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*, contact your sales representative.

Training Equipment and Supplies

Many Red Cross training programs require specialized training equipment and supplies. The program's instructor's manual outlines the specific equipment needs for each course. Maintaining the equipment ratios outlined in the instructor's manual allows instructors to deliver quality training, stay within the timelines for the training, as well as to provide course participants the time they need to properly practice and learn skills.

Equipment used in Red Cross training must be maintained in good working order to ensure participant safety and effective practice. Equipment that is not in good working order detracts from participant's willingness to learn and practice effectively.

All equipment used in Red Cross training should be maintained according to manufacturer guidelines. Equipment such as CPR manikins should be cleaned after each use according to the manufacturer guidelines. More details on manikin decontamination is available in instructor's manuals for courses that teach CPR and AED. When using equipment during training, training providers should ensure that instructors take all the necessary safety precautions.

Equipment and supplies such as CPR manikins, AED trainers and accessories are available for purchase from the Red Cross Store (www.redcrossstore.org).

Training Materials

Training materials for Red Cross programs including instructor's manuals, course presentation slides and videos are available in digital format on Instructor's Corner or for purchase from the Red Cross Store. To prepare for classes, instructors can download digital versions of participant materials for most programs from Instructor's Corner.

Print versions of participant materials can also be purchased from the Red Cross Store. Participants can download free digital course materials for most courses from www.redcross.org/participantmaterials.

Delivering Blended Learning Courses

The Red Cross offers a variety of blended learning course options for basic-level courses, instructor-level courses, and IT Academy training. Blended learning courses feature a combination of online learning and an in-person, classroom experience saving in-person training time while allowing course participants the flexibility to complete the online content at their convenience.

Direct Links

Rather than requiring the purchase of online keys and/or additional administrative course setup, Red Cross basic-level blended learning for the First Aid/CPR/AED, Basic Life Support for Healthcare Providers, Lifeguarding, and CPR/AED for Professional Rescuers programs use the Direct Links platform to provide participants access to the online content.

Instructors can easily access and send the Direct Link for First Aid/CPR/AED, Basic Life Support, Lifeguarding and CPR/AED for Professional Rescuers courses to their class participants. At the completion of the online content, participants print a completion record from the online course to bring to the in-person portion of the blended learning class.

A *Direct Links Resource Guide* is available on Instructor's Corner to provide an overview and step-by-step guide for instructors to use this platform. To find the resource guide, instructors should navigate to the "Administration" tab of Instructor's Corner (www.instructorscorner.org) and click the "Direct Links" section.

This area also includes other resources related to the online portion of blended learning including email templates for sending the online course information to course participants as well as troubleshooting tips for accessing and completing the online learning.

Instructor Course Blended Learning Set-Up

For instructor-level courses, the online content for blended learning is completed through the Red Cross Learning Center. This process requires the instructor course to be set up in advance with the

assistance of the Training Support Center. Details and information on how to set up blended learning through this method are available on Instructor's Corner on the "Administration" tab of Instructor's Corner (www.instructorscorner.org) in the "Blended Learning" section.

Reporting Course Activity

Collection of information on course activity benefits both your organization and the Red Cross by:

- Providing records on students trained, which can be used by your organization to verify training requirements have been met.
- Providing statistics that help in health and safety program evaluation.
- Assisting in monitoring for quality assurance.
- Tracking instructor activity for maintaining instructor certification and recognition purposes.

Submitting Training Records Through the Course Record Entry System

The Course Record Entry (CRE) System is the site where course records can be entered or Learn-to-Swim training can be managed. The portal allows instructors to request digital certificates and make payments. Training providers are responsible for ensuring that your instructors submit training records in a timely manner upon completion of each class as indicated in program materials.

Upon submission of each course record, the instructor will select the payment option and is responsible to ensure the number of students and price per student including any promotional discounts is correct. Please be sure to provide your instructor(s) with guidance about your organization's pricing.

The website for the Course Record Entry System is www.redcross.org/courserecords. This site can also be accessed from a link on the Home page of Instructor's Corner. Additionally, a How-To Video for using the Course Record Entry System to submit course records along with a step-by-step document is available on Instructor's Corner.

Obtaining Course Completion Certificates

Digital certificates are available to students once the training fees have been paid. All students whose email address is entered in the Course Record Entry System will receive an email with a link to their certificate. Instructors can also print certificates immediately from the Course Record Entry System.

Certificates are available in two formats: 8.5" x 11" that can be printed or distributed electronically via email and wallet-size which are designed to be printed on standard business card cardstock.

In addition to email, participants may also obtain copies of their Red Cross certification by entering the required information on the Get Certificate of Completion Page at redcross.org/getcertificate.

Digital certificates include an alpha-numeric identifier and a QA code which allows the certificate to be validated by electronic means. Employers can verify participants' Red Cross certification by entering the 6-digit alpha numeric identifier on the Certificate Verification Page at redcross.org/confirm.

Additional information on digital certificates including a frequently asked questions document can be found on Instructor's Corner (www.instructorscorner.org) in the "Digital Certs" section on the "Administration" tab.

Payment Options

Payment for course records submitted in the Course Record Entry (CRE) system can be made by credit card or your organization may submit a purchase order if your organization has been approved for invoicing. Details on invoicing requirements and terms are outlined in your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*. Invoices can be paid by check, ACH/EFT or credit card. Contact Billing Support to pay by credit card or set up ACH/EFT at the number displayed on the invoice. For more information on payment options for training and supplies, visit www.redcross.org/PHSSBilling to view billing frequently asked questions (FAQs).

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)

AWARD AND ALLIANCES

Lifesaving Awards

The Certificate of Merit Award

The highest award given by the American Red Cross to an individual or team of individuals who save or sustain a life. The Certificate of Merit award is signed by the Chairman of the American Red Cross and the President of the United States, who is the Honorary Chairman of the American Red Cross.

The Lifesaving Award (for Professional Responder and Healthcare Providers)

Given to an individual or team of individuals who saves or sustains a life outside of a medical setting and had an obligation to respond as part of employment (e.g., on-duty lifeguards; police, fire and EMS personnel responding to a 9-1-1 call; professional health care workers). The certificate is signed by the Chairman of the American Red Cross and the President and CEO of the American Red Cross.

More information, including a nomination form for Red Cross Lifesaving Awards, can be found on Instructor's Corner at www.instructorcorner.org.

OSHA Alliance

On May 19, 2005, the American Red Cross and the Occupational Safety and Health Administration (OSHA) signed an Alliance agreement geared towards preparing employers and their employees to respond to disasters, life-threatening injuries and other emergencies.

Through this agreement, the Red Cross and OSHA will provide information, guidance and access to training resources on health and safety topics including emergency preparedness, disease prevention and first aid in the workplace.

More information about the alliance is available on the OSHA National Alliances website: https://www.osha.gov/dcsp/alliances/red_cross/red_cross.html.

American Red Cross Scientific Advisory Council

The American Red Cross Scientific Advisory Council is an independent panel of nationally recognized health and safety experts that helps establish the standard in first aid care and water safety. Drawing on a body of collective expertise from such diverse fields as emergency medicine, occupational health, sports medicine, school health, emergency medical services (EMS) response and disaster mobilization, the Council advises the Red Cross in areas related to the development and dissemination of audience-appropriate information and training in first aid and water safety.

More information on the Scientific Advisory Council including scientific advisory statements and from the Council's bi-annual proceedings is available on the Instructor's Corner Science page: <https://www.instructorcorner.org/s/science>.

PERMISSIONS

Promoting Red Cross Courses

The American Red Cross has established graphic standards and guidelines for the use of the Red Cross name and logo. Red Cross training providers may use the name and logo when promoting and advertising American Red Cross courses, provided that the Red Cross name and logo appear in conjunction with one of the following statements:

- Proud Provider of American Red Cross Health and Safety Training
- Proud Provider of American Red Cross Lifeguarding
- Proud Provider of American Red Cross Learn-to-Swim
- Proud Provider of American Red Cross First Aid, CPR and AED Training
- Proud Provider of American Red Cross Caregiving Training

Such use of the **Red Cross name and logo** by training providers is permitted on:

- Websites and web properties used to promote classes
- Brochures, flyers and promotional material as provided electronically by American Red Cross
- Brochures, flyers and promotional materials developed by the training provider, subject to our Brand Standards and the additional guidance outlined below

The Red Cross name may be used on business cards and letterhead in conjunction with one of the statements set forth above. The Red Cross logo cannot be used on business cards and letterhead.

Please refer to redcross.org/brand for downloadable Red Cross logos.

Copyright Permission Requests

American Red Cross materials are proprietary and subject to copyright protection. The American Red Cross vigorously protects its materials to preserve their integrity and to protect them against exploitation by others. Training Providers are not authorized to edit or modify any American Red Cross material. Further you may not create derivative works of any American Red Cross material. Under clearly defined criteria, the American Red Cross may grant permission to use text, photographs, illustrations and audiovisual material from the American Red Cross.

Training Providers that wish to reproduce copyrighted American Red Cross Preparedness and Health and Safety Services materials must first obtain written permission from the American Red Cross. Improper use of American Red Cross materials or propriety content may result in immediate withdrawal of permission to use American Red Cross materials, and/or cancellation of the *Authorized Provider Agreement* or *Licensed Training Provider Agreement*. Training providers and instructors who have questions should contact their sales representatives or the Training Support Center.

Translations into Other Languages

The translation of American Red Cross materials into another language requires prior written approval from American Red Cross. Additional requirements may also apply. Contact your sales representative or the Training Support Center for more information.

Training Outside the Jurisdiction of the American Red Cross

The American Red Cross is not permitted to solicit, deliver services or provide program support for instructors, companies, agencies or organizations that are not within the jurisdiction of the United

States or its territories unless permitted by or requested to do so by the Red Cross or Red Crescent Society of that country. Training overseas is generally confined to U.S. military installations and U.S. embassies and consulates. Training providers and instructors who have questions about training outside of the United States and/or its territories, should contact their sales representative or the Training Support Center.

Attachment: Red Cross Agreement (Flattened) (10268 : RED CROSS TRAINING PROVIDER AGREEMENT)

ADDITIONAL PRODUCTS AND SERVICES

Automated External Defibrillators (AEDs)

The Consensus on Science and Treatment Recommendations for CPR and Emergency Cardiovascular Care (ECC) agrees that Sudden Cardiac Arrest can be treated most effectively by a combination of CPR and defibrillation. Along with providing comprehensive training on how to use an AED, the Red Cross partners with leading manufacturers to help your organization obtain the devices you need to keep your workplaces, schools and facilities safe. Contact your sales representative for current AED promotional offers.

Aquatics Examiner Service

The Aquatic Examiner Service (AES) Program is designed to:

- Develop goals to improve operations, training and performance.
- Increase lifeguard accountability, attention to safety, professionalism and pride.
- Reinforce and strengthen the lifeguard's emergency response skills.
- Maintain high lifeguarding operational standards.

The AES program starts with a Red Cross examiner conducting an in-depth facility tour to understand your safety and lifeguarding operations. You'll then receive a comprehensive, objective evaluation based on American Red Cross Lifeguarding program standards. As a follow-up, unannounced site visits will evaluate on-the-job lifeguard performance including surveillance and rescue skills.

For more information and to request a quote, visit redcross.org/aquaticexaminer.

Emergency and First Aid Kits

In addition to training program materials, equipment and supplies, the Red Cross Store provides a variety of emergency and first aid kits perfect for your workplace, for your home, or on the go. From car first aid kits to bleeding control kits to ANSI-compliant emergency cabinets, the Red Cross Store can provide the emergency response equipment you need.

Visit <https://www.redcrossstore.org/> to browse our emergency and first aid products.

Red Cross Mobile Apps

Put expert advice in your hand with the Red Cross suite of free mobile apps. These apps can be downloaded from iTunes or Google Play. Please encourage your employees, instructors and participants to take advantage of these free tools!

The tools and preparedness information you need every day:

First Aid

Follow the simple step-by-step instructions to guide you through everyday first aid scenarios. It is fully integrated with 9-1-1 so you can call EMS from the app at any time. Videos and animations make learning first aid fun and easy. The content is preloaded, giving you instant access to all safety information at any time, even without reception or an Internet connection. Ahora disponible en español. Download from iTunes or Google Play or text "GETFIRST" to 90999.

Pet First Aid

Take care of your furry family member. The American Red Cross Pet First Aid app puts veterinary advice for everyday emergencies in the palm of your hand. Get the app and be prepared to act when called upon. With videos, interactive quizzes and simple step-by-step advice it's never been easier to know Pet First Aid. Download from iTunes or Google Play or text "GETPET" to 90999.

Blood

Schedule blood donation appointments, track total donations and earn rewards as you help us meet the constant need for blood. Download from iTunes or Google Play or text "BLOODAPP" to 90999.

Hero Care

Whether you're the parent of a child joining the military or a family member of the military/veteran communities, Hero Care will connect you to important resources that can help you through both emergency and non-emergency situations. Ahora disponible en español. Download from iTunes or Google Play or text "GETHEROCARE" to 90999.

Disaster Apps deliver expert information when and where you need it most:

Emergency

Monitor more than 35 different severe weather and emergency alerts, to help keep you and your loved ones' safe. Ahora disponible en español. Download from iTunes or Google Play or text "GETEMERGENCY" to 90999.

Tornadoes

Get your family and home ready for a tornado. This is the complete solution you need to understand and prepare for a tornado. Ahora disponible en español. Download from iTunes or Google Play or text "GETNADO" to 90999.

Hurricanes

Monitor conditions in your area or throughout the storm track, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an area where a hurricane may strike or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETCANE" to 90999.

Earthquakes

Get notified when an earthquake occurs, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an earthquake-prone area or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETQUAKE" to 90999.

Flood

Get your family and home ready for a flood. This app is the complete solution you need to understand and prepare for flooding and all that comes with it. With interactive quizzes and simple step-by-step advice, it's never been easier to be ready! Ahora disponible en español. Download from iTunes or Google Play or text "GETFLOOD" to 90999.

Free, fun and informative apps for parents and kids.

Swim

Get the most out of Red Cross swim lessons with the Swim App. Created as a companion to the newly-updated Learn-to-Swim program (including Preschool Aquatics), this app will help you keep your swimmer motivated, while providing you the latest in water safety guidance to help ensure your family stays safe in, on and around the water. Download from iTunes or Google Play or text “SWIM” to 90999.

Monster Guard

For kids, 7-11 years old. This app teaches preparedness for real-life emergencies at home with the help of Maya, Chad, Olivia and all the monsters. Download from iTunes or Google Play or text “MONSTER” to 90999.



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

5.K

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Public Works Department/Engineering Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.K Consent Calendar	
SUBJECT: Summary Vacation of a Segment of Public Road Right-of-Way on Avenue 11 ¾ between Road 24 ¼ and Road		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10176	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Information, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution, Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to adopt a Resolution summarily vacating a segment of public right-of-way on a portion of Avenue 11 ¾ and making related findings under the California Environmental Quality Act pursuant to California Code of Regulations, Title 14 Sections 15305 and 15312.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Public Works Department received a formal request from CI Renewables LLC. to vacate a segment of Avenue 11 ¾ between Road 24 ¼ alignment and Road 24 ½. The public right-of-way to be vacated is 60 feet wide and approximately 1300 feet long, totaling 1.81 +/- acres.

CI Renewables LLC owns APN 046-040-037 which the subject public right-of-way lies within. The public road right-of-way was granted to the County for future road purposes on February 18, 1891, via acceptance of recording of John Brown Colony No.2 Volume 4 page 65 in Fresno County Records. Upon vacation, the land within the vacated road right-of-way will be reverted to the above-mentioned parcel owner.

The subject segment of Avenue 11 ¾ is unimproved and there are no records of



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easements within this segment of public right-of-way. The segment of 60-foot right of way from Road 24 to Road 24 ¼ alignment was previously vacated in 2021 by way of Resolution No. 2021-055

The Department believes the subject public road right-of-way can be summarily vacated pursuant to the following findings:

1. Find that this action is categorically exempted from the provision of the California Environmental Quality Act. (California Code of Regulations, Title 14 Sections 15305 and 15312) which state that this class of projects consisting of minor alterations in land use limitations and action to revoke entitlement for use, issued and adopted by the regulatory agency, have been determined not to have a significant effect on the environment.
2. Find that the public right-of-way street or highway, known as Avenue 11 ¾, for a period of five consecutive years, has been impassable for vehicular travel, and therefore may be vacated pursuant to Section 8331(a) of the California Streets and Highways Codes.
3. Find that no public money was expended for maintenance on the street or highway during such period, and therefore may be vacated pursuant to Section 8331(b) of the California Streets and Highways Codes.

Comments were solicited from internal departments and various utility companies regarding the proposed vacation. No comments were received in opposition to the proposed vacation.

Based on the forgoing information, staff recommends approval of the resolution to summarily vacate the portion of public road right-of-way on Avenue 11 ¾ between Road 24 ¼ alignment and Road 24 ½ .

FISCAL IMPACT:

This item will have no fiscal impact on the General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 4: Public Information

Focus Area 6: Infrastructure

ATTACHMENTS

1. Resolution

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: _____
)	
MADERA COUNTY	)	A RESOLUTION SUMMARILY VACATING
PUBLIC WORKS DEPARTMENT	)	A SEGMENT OF THE PUBLIC RIGHT-OF-
	)	WAY ON A PORTION OF AVENUE 11 ¾
	)	AND MAKING RELATED FINDINGS
	)	UNDER THE CALIFORNIA
	)	ENVIRONMENTAL QUALITY ACT
	)	PURSUANT TO CALIFORNIA CODE OF
	)	REGULATIONS, TITLE 14 SECTIONS
	)	15305 AND 15312
_____)	

WHEREAS, the Board of Supervisors of the County of Madera, State of California, desires to summarily vacate a portion of Avenue 11 ¾ particularly described and depicted in the legal description and maps, attached hereto and incorporated herein by this reference as Exhibits “A” and “B,” respectively; and

WHEREAS, the Board has considered the County General Plan as required by Section 8313 of the Streets and Highways Code; and

WHEREAS, the portion of Avenue 11 ¾, described and depicted in Exhibits “A” and “B” attached hereto, is excess and not required for street purposes, lies within property under one ownership and that does not continue through such ownership or end touching property of another and that it may, therefore, be vacated pursuant to Section 8334 of the California Streets and Highways Codes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, that:

1. It finds that this action is categorically exempted from the provision of the California Environmental Quality Act. (California Code of Regulations, Title 14 Sections 15305 and 15312) which state that this class of projects consisting of minor alterations in land use limitations and action to revoke entitlement for use, issued and adopted by the regulatory agency, have been determined not to have a significant effect on the environment.

2. The publicly offered road right-of-way segment known as a portion of Avenue 11 ³/₄, which is more particularly described and depicted in the legal description and map, attached hereto and incorporated herein by this reference as Exhibits "A" and "B," respectively, is hereby summarily vacated pursuant to the authority provided in Streets and Highways Code Section 8334, et seq.

3. Pursuant to Streets & Highways Code Section 8336, a certified copy of this Resolution shall be recorded in the office of the Madera County Recorder upon satisfaction of the condition(s) noted herein.

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The foregoing Resolution was adopted this ____ day of _____, 20__,

by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.21 11:42:12 -08'00'

EXHIBIT "A"

Exhibit A

Road Right of Way Abandonment

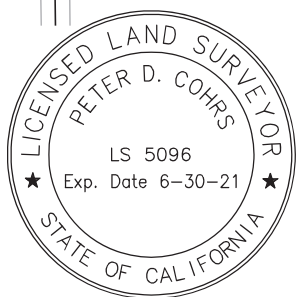
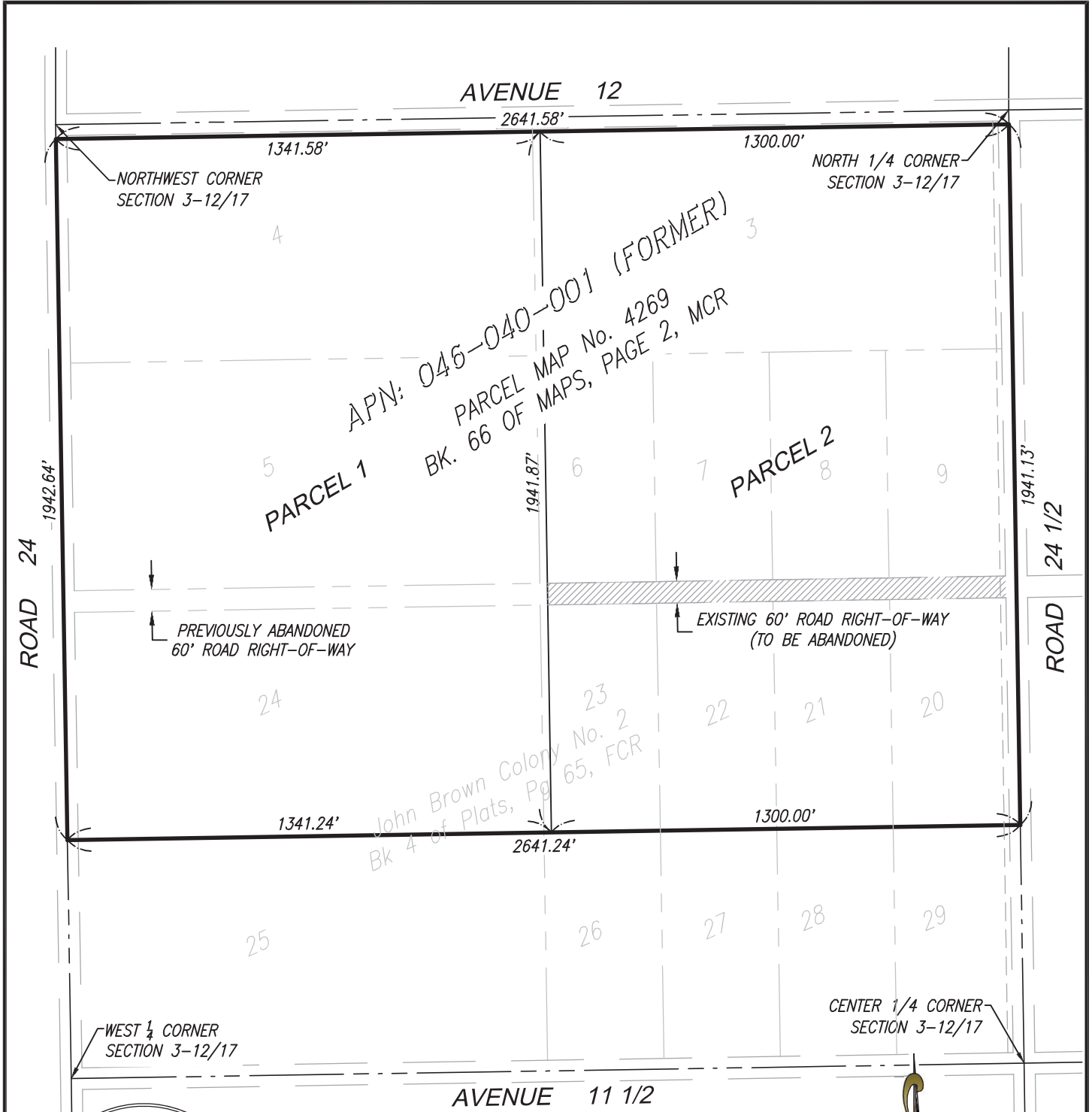
That portion of the 60' road right of way running east and west lying in Parcel 2 of Parcel Map No. 4269, in the unincorporated area of the County of Madera, according to the map thereof recorded in Book 66 of Maps, Page 2, Madera County Records, described as follows:

That portion of the 60' road right of way lying adjacent to and south of the South line of Lots 6, 7, 8, and 9 in Section 3, of John Brown Colony No. 2, according to the map thereof recorded in Book 4 of Plats, Page 65, Fresno County Records, which lies between the West right of way line of Road 24 ½ and a line that is parallel with and 1300.00 feet west of the East line of the Northwest quarter of Section 3, Township 12 South, Range 17 East, Mount Diablo Base and Meridian.

Contains an area of 1.75 Acres, more or less.

EXHIBIT "B"

P:\CIVIL 3D PROJECTS\2023\23-117 SURVEY AND MAPPING\SURVEY EXHIBITS\23-117 ROW ABANDONMENT.DWG 8/11/2023 1:49:44 PM



LEGEND

AREA TO BE ABANDONED

6, 7, 8, 9
 LOT IN SEC. 3 PER JOHN BROWN COLONY
 No. 2 BK. 4 OF PLATS, PG 65, F.C.R.

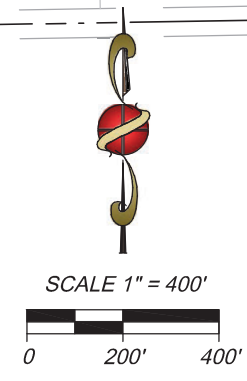


	EXHIBIT	PROJECT NAME:		FIGURE 1
	DESCRIPTION: ROW ABANDONMENT	CI RENEWABLES LLC		
		08/11/2023	23-117	



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AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Public Works Department/Engineering Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.L Consent Calendar	
SUBJECT: Amendment to Compliance Solutions, Inc., for additional Environmental Mitigation S			REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10278	DATE REC'D
STRATEGIC FOCUS AREA(S): Public Safety, Infrastructure, Government Relations					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: Award of Madera County Contract No. 11752-20 on 10/6/2020 (Item 6. I) PowerPoint/Supporting Documents: Contract, Other/Misc				DOCUMENT NO(S).	

RECOMMENDED ACTIONS:

Environmental Mitigation Services.

1. Consideration of entering into an Amendment MCC No. 11752-20 with Compliance Solutions, Inc. increasing compensation by \$165,663.30 from \$277,275.00 to \$442,938.30 for additional environmental mitigation services for the Oakhurst Midtown Connector Project (River Parkway Road) and authorize the Chairman to sign.
2. Consideration of approval to authorize the Auditor-Controller to issue payments for contingencies up to 10% of the amended contract amount per established County policy.
3. Consideration of approval to authorize the Road Commissioner or his designee to solely issue and approve Contract Change Orders in accordance with the Public Contract Code, not to exceed authorized contingencies.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Oakhurst Midtown Connector project (River Parkway Road) is a Regional Measure T project to construct a new connector route from Indian Springs Road to State Route



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41 (SR 41) in the town of Oakhurst. The project benefits the community by providing better circulation in the Oakhurst area for both daily traffic and in the case of an emergency.

The Construction phase of the project was completed in February 2022.

As part of the California Environmental Quality Act (CEQA) process, the County completed a Mitigated Negative Declaration (MND) for the Oakhurst Midtown Connector project. Pursuant to the provisions of the County's MND, as well as conditions of the County's regulatory permits with the California Department of Fish and Wildlife (CDFW), United States Army Corps of Engineers(USACE), and the Regional Water Quality Control Board(RWCQB), the County was required to perform pre-construction biological surveys, install fencing around environmentally sensitive areas, perform biological and archeological monitoring during construction, and to complete tree plantings to mitigate for trees removed to accommodate construction.

The County previously entered into a contract with Compliance Solutions (MCC #11752-20) to complete the biological and archeological monitoring during construction and to plant, maintain, and monitor trees after construction for mitigation purposes. The MND and regulatory permits estimated that 85 trees would need to be re-planted as mitigation for the estimated trees to be removed. After tree removal was complete, approximately 80 total trees were removed, requiring 348 trees to be re-planted as mitigation for the loss of trees. The ratio of trees removed to trees planted is determined by CDFW as part of the permitting process. Once the revised tree mitigation amounts were determined, the County quickly revised the replanting plan to propose planting 115 trees on the project site. In addition, the County purchased a neighboring property to use as offset mitigation for the additional 233 tree plantings required.

During construction, the Department issued Contract Change Order #1 (CCO #1) to Compliance Solutions to shift budget from Tree Planting and Maintenance to Post Construction Erosion and BMP Repairs. The change was required to cover additional costs to address failures in erosion control as a result of record rainfall storm events and to satisfy the Construction General Permit and the Section 401 Water Quality Certification with the RWQCB.

This requested Amendment No. 1 will incorporate CCO #1 costs into the contract and provide additional budget to complete all the tree planting requirements as well as the 5 years of maintenance and monitoring of the trees required by CDFW.

The Department is recommending the approval of the contract amendment for Compliance Solutions Inc. to increase the total contract amount by \$165,663.30 for a total not-to-exceed amount of \$442,938.30. A breakdown of the additional services and Fee Schedule is included in the attachments to the contract amendment presented for approval.

The Department has budgeted funds from the Measure T Regional Program to cover



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the costs of the work.

OTHER AGENCY INVOLVEMENT:

California Department of Fish and Wildlife (CDFW)
Central Valley Regional Water Quality Control Board (RWQCB)

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

FUNDING SOURCES:

Measure T Regional program funds

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 3: Public Safety

Focus Area 6: Infrastructure

Focus Area 7: Government Relations

ATTACHMENTS

1. Contract Amendment

MADERA COUNTY CONTRACT NO. _____
(Amendment No. 1 to Agreement for Environmental Mitigation Services for the Oakhurst
Midtown Connector Project)

THIS AMENDMENT is made and entered into the ____ day of ____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as (hereinafter "COUNTY"), and COMPLIANCE SOLUTIONS, INC., a California corporation, hereinafter referred to as (hereinafter "CONSULTANT").

RECITALS

A. COUNTY intends to construct road and bridge improvements for the Midtown Connector (hereinafter, "the Project").

B. COUNTY requires that certain environmental mitigation services be performed in conjunction with the Project.

C. COUNTY and CONSULTANT previously executed Madera County Contract No. 11752-20, on or about October 6, 2020 (the "Agreement") and now desire to amend the Agreement as herein provided.

NOW, THEREFORE, the parties agree as follows:

AMENDMENT

1. Paragraph 2 (Scope of Services) of the Agreement is hereby amended to add the following:

"CONSULTANT shall perform additional Environmental Mitigation services as more particularly described in its proposal dated August 29, 2023, together with its Oakhurst Midtown Connector Revised Scope of Work, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference."

2. Paragraph 4 (Compensation and Costs) of the Agreement is hereby amended to read as follows:

“4. **COMPENSATION AND COSTS.** COUNTY agrees to pay CONSULTANT for services provided herein, in an amount not to exceed Four Hundred Forty-Two Thousand Nine Hundred Thirty-Eight Dollars and Thirty Cents (\$442,938.30). Payments shall be made within thirty (30) days after CONSULTANT's monthly invoicing to COUNTY. COUNTY's payment obligations under this Agreement are contingent upon the receipt, in a form and substance acceptable to COUNTY, of the deliverables described in the Scope of Services. Final payment disbursement shall be made after approval and completion of all deliverables.”

3. Except as amended herein, all the terms and conditions of the Agreement shall remain in full force and effect.

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* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.



COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

COMPLIANCE SOLUTIONS INC.

Clerk, Board of Supervisors

By: _____

(Signature)

J. Kirk

(Print Name)

Title: _____

CEO

Approved as to Legal Form:
COUNTY COUNSEL

Laurie

Avedisian-

By: Favini

Digitally signed by: Laurie Avedisian-Favini
DN: CN = Laurie Avedisian-Favini
email = lfavini@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.11.16 13:46:38 -08'00'

ACCOUNT NUMBER(S)

1246\034\AGT\4880-2990-4017.PDF

EXHIBIT "A"

Exhibit A

Oakhurst Midtown Connector Revised Scope of Work

#	Task	Current Budget	Amendment 1 Budget	Delta	Paid to Date	Budget after Amend 1
1.1	Tree Survey Project Footprint	\$ 2,875.00	\$ 2,875.00	\$ -	\$ 2,875.00	\$ -
1.2	Migratory Bird Survey	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
1.3	Plant Survey	\$ 3,180.00	\$ 3,180.00	\$ -	\$ 3,180.00	\$ -
1.4	Pre Con Survey WPT and Foothill Frog	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -
1.5	Pre Con Survey Fisher and American Badger	\$ 6,900.00	\$ 6,900.00	\$ -	\$ 6,900.00	\$ -
1.6	Pre Con Survey Report	\$ 4,875.00	\$ 4,875.00	\$ -	\$ 4,875.00	\$ -
2.1	Installation of ESA Fence Cultural	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -
2.2	Installation of ESA Fence Bio	\$ 15,080.00	\$ 15,080.00	\$ -	\$ 15,080.00	\$ -
3.1	Bio Monitoring	\$ 53,548.30	\$ 53,548.30	\$ -	\$ 53,548.30	\$ -
3.2	Archaeological Monitoring	\$ 51,000.00	\$ 51,000.00	\$ -	\$ 51,000.00	\$ -
4.1	Install 85 trees with associated drip lin	\$ 36,125.00	\$ -	\$ (36,125.00)	\$ -	\$ -
4.2	Riparian understory plantings	\$ 5,250.00	\$ -	\$ (5,250.00)	\$ -	\$ -
4.3	Annual Monitoring and Reporting for Restoration Planting	\$ 22,000.00	\$ -	\$ (22,000.00)	\$ -	\$ -
4.4	Maintenance of Trees with Watering 5 years	\$ 42,500.00	\$ 10,500.00	\$ (32,000.00)	\$ 10,500.00	\$ -
5.1	NOC 404/401 Permits picture documentation	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
5.2	Permit Compliance Inspections	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -
5.3	PM of all Env Permits	\$ 11,875.00	\$ 11,875.00	\$ -	\$ 11,875.00	\$ -
6.1	Post Construction Erosion and BMP Repair	\$ 19,215.00	\$ 44,765.00	\$ 25,550.00	\$ 44,765.00	\$ -
7.1	Purchase 115 Trees		\$ 2,070.00	\$ 2,070.00	\$ -	\$ 2,070.00
7.2	Install 115 Trees and 115 understory		\$ 27,600.00	\$ 27,600.00	\$ -	\$ 27,600.00
7.3	Install Drip Irrigation		\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
7.4	Install Pump Tank and Solar		\$ 32,100.00	\$ 32,100.00	\$ -	\$ 32,100.00
7.5	Chain link and Razor Wire Fence		\$ 9,200.00	\$ 9,200.00	\$ -	\$ 9,200.00
8.1	Water Truck Deliveries		\$ 37,500.00	\$ 37,500.00	\$ -	\$ 37,500.00
9.1	Annual Bio Survey and Reports (5 year reporting period)		\$ 13,750.00	\$ 13,750.00	\$ -	\$ 13,750.00
9.2	3 years of maintenance		\$ 76,920.00	\$ 76,920.00	\$ -	\$ 76,920.00
	Total	\$ 304,123.30	\$ 442,938.30	\$ 138,815.00	\$ 232,798.30	\$ 210,140.00

Exhibit A

Compliance Solutions Inc.
 1865 Herndon Ave Ste K357
 Clovis, CA 93611

Estimate

Date	Estimate #
8/29/2023	1868

Name / Address
Madera County Public Works Department 200 W. 4th Street, 3rd Floor Madera, CA 93637 Attn: Haden Hinkle

Description	Qty	Rate	Project
			Oakhurst Connector
			Total
Purchase of 115 California Native Riparian Trees and Understory (115 understory approximate)	230	90.00	20,700.00
Installation of 115 trees and 115 understory, labor, drilling, planting mix and mulch including gopher baskets for trees and shrubs	230	120.00	27,600.00
Drip Irrigation Installation	1	9,500.00	9,500.00
Installation Pump, Tank and Solar System for Irrigation System (5,000 gal tank)	1	32,100.00	32,100.00
Installation Chain Link and Razor Wire Fence 10x20 with 6ft gate	1	9,200.00	9,200.00
Water Truck to fill tank (3 Year service during maintenance period)	3	12,500.00	37,500.00
Annual Bio Survey and Reports for 5 year period of establishment	5	2,750.00	13,750.00
3 Year Maintenance to include weekly inspection from May through October of each year beginning 2024 through 2026	3	25,640.00	76,920.00
To Include: Replacement plants, irrigation repair for average or expected maintenance, installation, and weed control using herbicides and deer repellent (as allowed) handheld weedeaters, hand pulling as needed. Does not include unexpected conditions such as chronic rodent, human or channel high water impacts.			
Oakhurst Connector Tree Plantings			
Subtotal			\$227,270.00
Sales Tax (0.0%)			\$0.00
Total			\$227,270.00

Phone #	Fax #	E-mail	Web Site
(559) 325-9583	(559) 325-6231	jenny@gocompl.com	www.gocompl.com

Attachment: Contract Amendment (10278 : Amendment to Compliance Solutions, Inc., for additional Environmental Mitigation S)



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7770		AGENDA ITEM 5.M Consent Calendar	
SUBJECT: Contract with LensLock Inc.			REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10237	DATE REC'D
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Contract				DOCUMENT NO(S).	

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with LensLock, Inc. in the amount of \$107,275.00 for in-car and body cam services for a term of five years from execution and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Sheriff's Office would like to enter into an agreement with LensLock for in car and body worn cameras. The Sheriff's Office currently uses WatchGuard for these services but would like to try this new vendor on six newer vehicles to compare vendors. With the current vendor, there have been delays in receiving the necessary equipment or customer service for existing equipment, which at times has been problematic. During a test and evaluation period with Lenslock, they were found to have quality equipment and timely service. The addition of this vendor and equipment will not have any impact on the current system. The money allocated for this contract is already part of the vehicle build up and is replacing the Watchguard systems for those vehicles.



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Body-worn cameras and in car cameras have become an increasingly important tool in modern policing and public safety. Not only do they promote accountability, but they also are a tool for transparency. These cameras help capture valuable evidence and have been used for numerous cases during the judicial process.

The usage of these cameras is growing nationally as well as locally and are now expected by the community to be used by public safety. We have been using them for several years and have found them to be an exceptional tool.

FISCAL IMPACT:

There is no fiscal impact to the general fund for FY 23-24. The first two years of this contract are being covered under money already allocated to the build of the vehicles

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

- Focus Area 3: Public Safety

ATTACHMENTS

1. LensLock Contract

MADERA COUNTY CONTRACT NO. _____
(Sheriff's Office: LensLock, Inc. – Services Agreement for Software and Hardware)

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and LENSLOCK, INC., a California corporation (hereinafter referred to as "LENSLOCK").

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon execution and shall continue for a period of five (5) years ("Initial Term"), with the term subsequently renewing for additional one (1) year periods ("Renewal Term(s)") unless notice of non-renewal is provided at least thirty (30) days prior to the end of the current Term, or unless otherwise sooner terminated.

2. **SCOPE OF SERVICES.** LENSLOCK shall perform those services, deliver the equipment and accomplish those tasks as outlined in the Standard Terms and Conditions for Equipment and Online Services, attached hereto as Attachment "A," and the Proposal, attached hereto as Attachment "B," both of which are incorporated herein by reference.

3. **COMPENSATION AND COSTS.** Total compensation paid to LENSLOCK is not to exceed One Hundred Seven Thousand Two Hundred Seventy-Five Dollars (\$107,275.00) for the Initial Term. Payments will be made in accordance with those applicable terms outlined in Attachments "A" and "B." Any fee increases during a Renewal Term shall be in accordance with Section 13 of Attachment "A."

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Attachment: LensLock Contract (10237 : Contract with LensLock Inc.)

4. **NOTICES**. All notices required by this Agreement shall be in accordance with Section 30 of Attachment "A" and addressed as follows:

COUNTY

Sheriff's Office
County of Madera
2725 Falcon Drive
Madera, CA 93637

LENSLOCK

LensLock, Inc.
13125 Danielson St., Suite 112
Poway, CA 92064

With Copy to

Karen Scrivner, Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

5. **INSURANCE**. LENSLOCK shall not commence work under this Agreement until first obtaining general liability insurance in an amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate; errors and omissions insurance, including cyber liability insurance, in an amount of not less than Three Million Dollars (\$3,000,000); and workers' compensation insurance as required by California law. General liability policies shall name the County of Madera as additional insureds.

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Attachment: LensLock Contract (10237 : Contract with LensLock Inc.)

* * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the day and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

LENSLOCK, INC.

By: _____

A. Lynch *AL*

(Signature)

Andrew Lynch

(Print Name)

Title: _____

11.07.2023

EXECUTIVE VICE PRESIDE

Approved as to Legal Form:
COUNTY COUNSEL

By: Crystal M. Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US
O = LOZANO SMITH
Date: 2023.11.01 10:26:13 -07'00'

ACCOUNT NUMBER(S)

ATTACHMENT 1



LENSLOCK

Madera County Sheriff's Office - CA

**LENSLOCK, INC. STANDARD TERMS & CONDITIONS
EQUIPMENT & ONLINE SERVICES**

1. **Equipment.** Under the LensLock's business model, all equipment is supplied to Client as part of the master service agreement. Vendor agrees to train, support, and instruct Client in the proper use of the Equipment. Client understands that the LensLock Equipment described on the second page of this Agreement is included.
2. **Shipping Terms.** Deliveries of Equipment, title and risk of loss is assumed by LensLock. Title to any software provided with Equipment remains with LensLock and/or its suppliers. Any claims for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. LensLock reserves the right to make partial shipments.
3. **Intellectual Property.** As between the parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of same, including creating any derivative works by Client or any third party, is strictly prohibited and violates Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to Client the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of the Agreement for purposes of access and use of the videos and audios produced by the Equipment and in compliance with the Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access, in accordance with terms described herein, to all Client video files for internal testing and quality control assurance purposes. It is understood that Client as a government agency is subject to public disclosure laws. Furthermore, the Client is specifically subject to the California Public Records Act (Gov. Code § 7920.000 et seq.) and the Ralph M. Brown Act (Gov. Code § 54950 et seq.), and as such the parties agree and acknowledge that all information and documents related to the award and performance of this Agreement are subject to the requirements thereof. The terms and conditions of this Agreement shall be relieved of any noticing provisions contained herein prior to release or publication.
4. **System Operation and Limitations.** Equipment is connected to a digital recorder computer and Client shall not use the computer for any other purpose. Client shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from Client's Equipment at the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall use a level of care and effort that is consistent with industry standards to release Client's data only to Client, upon Client's authorization, or by legal process. Telephone or internet access is not provided by LensLock and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like Equipment, and the foregoing are the Client's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.
5. **LensLock Online Platform Services.** Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which, LensLock or its designee central office, shall record and store the images and feeds from Equipment if such Equipment and Online Platform Services have been configured properly. Client acknowledges that signals transmitted from Client's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the communication Equipment. Data encryption through the communication networks shall adhere to FIPS 140-2 standards for enhanced security. Client authorizes LensLock to access the Client's accounts to input or delete data and programming in connection with the Online Platform Services in accordance with the terms of this Agreement. Deletion of data shall be at County's request, or in accordance with Section 8. If Client requests LensLock to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Client shall pay LensLock a fee for such service. LensLock may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement, in event central station facility or communication network is nonoperational, or in event Client's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with all applicable legal requirements. LensLock will update the Online Platform Services and any software in the Equipment that is capable of over-the-air (OTA) updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. Client hereby grants LensLock a non-transferable,

license to use the data collected and stored within the Online Platform Services solely for Client's benefit and LensLock's internal purposes, consistent with performing its responsibilities under this Agreement; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency ("disclosure event"). Upon the occurrence of such a disclosure event, (after giving reasonable notice to LensLock that client intends to object to disclosure of such data, LensLock shall use commercially reasonable efforts to provide Client with the opportunity to seek a protective order or the equivalent (at Client's expense).

6. **Limited Warranty.** The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit A (the "Performance Warranty"). Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as a "Defective Equipment". The Performance Warranty shall survive the termination and expiration of the Warranty Period only with respect to any valid claim made by Client by written notice to LensLock prior to termination or expiration of such Warranty Period.
7. **System Testing.** The parties hereto agree that the Equipment, once installed, is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the system and to notify LensLock if any Equipment is in need of repair. Client agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing promptly after installation of any defect, error or omission in the Equipment or accessing the Online Platform Services.
8. **Delete Data.** Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming and LensLock shall not be required to service the Equipment and shall cease processing Online Platform Services. Unless otherwise paid for by Client under the terms of this Agreement, LensLock shall not be obligated to hold any Client video or audio stored on the Online Platform Services longer than ninety (90) days past the termination of this Agreement.
9. **Data Ownership.** Vendor hereby assigns without any requirement of further consideration all right, title, or interest the Vendor may have to the Client's Data, including any original, redacted version, and any and all metadata associated with Client data with all rights to the same. Vendor hereby agrees that the ownership of the data always belongs to the Client, including all associated CAD integrated metadata. Vendor shall not alter Client's Data without Client's prior written consent. Vendor shall not make use of the Client data for any commercial purpose, whether to the benefit of Vendor or a third party, unless approved in advance by Client in writing. Vendor may, from time-to-time, review Client data with Client's prior consent in order to professionally inspect video and audio quality of Client data to ensure fulfillment of Vendor's duties under this Agreement. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. Vendor inspection details will appear in any and all audit reports in compliance with CJIS.
10. **Data Security and Privacy.** In connection with the use of the services and software provided by Vendor hereunder, Client may disclose to Vendor Protected Information. For purposes of this Agreement, "Protected Information" means Data connected to the identify of individuals and includes but is not limited to personally-identifiable information (PII), employee records, protected health information (PHI), Criminal Justice Information (CJI). Vendor agrees to protect the privacy and security of Protected Information. Vendor shall be beholden to all security measures and breach protocol regarding the protection of Protected Information, as identified in the Criminal Justice Information Services ("CJIS") Security Policy, available at: <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>. Additionally, Vendor shall not accept and Client shall not upload any Prohibited Information into the Vendor's online platform. "Prohibited Information" means Federal Tax Information (FTI) protected under Publication 1075, Social Security Administration (SSA) information, or individual financial information that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801 through 6809); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164).
11. **Vendor Provided Server.** In the event that the software and/or services being purchased by Client require(s) a Vendor provided server, the Vendor shall be responsible for all maintenance, back-up and patching of the Vendor provided server.

GENERAL

12. **Governmental Entities.** If Client is a governmental, municipal, or quasi-governmental entity, Client represents and warrants to LensLock that: (a) Client has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of Client's governing body, if legally required, to execute and deliver this Agreement and to carry out Client's obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by Client only for governmental or proprietary functions consistent with the purpose of

Client's authority and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) Client has funds available to pay fees until the end of its current appropriation period, and that Client intends to request funds to make payments in each appropriation period, from now until the end of the term of the Agreement. However, nothing in this Section 11 shall restrict Client's ability to terminate in the event of non-appropriation of sufficient funds to Client, as outlined in Section 14 and pursuant to the State of California Constitution.

13. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. LensLock may accept or reject purchase orders in its sole discretion. Client must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. In the event Client fails to pay Vendor any monies when due, which is thirty (30) days of receipt of invoice, Client shall pay the lower interest of two and a half percent (2.5%) per month or the amount allowed by applicable law, whichever is lower, from the date when payment is due on outstanding balances. In addition to any and all remedies available herein or at law, LensLock may suspend all services upon reasonable notice to Client for Client's failure to pay invoices when due, with the exception of those invoices contested by either Party, for which both Parties are actively working toward resolution. Unless otherwise indicated in the applicable Statement of Work ("SOW"), if Client exceeds its storage rights on the Online Platform Services, LensLock may increase storage and charge Client the overages in connection with such increases. However, LensLock must give Client notice prior to Client exceeding its storage limit and an opportunity for Client to reduce the amount of data stored on the Online Platform Services prior to increasing Client's storage or charging overages.
14. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for a period of five (5) years ("Initial Term"). Upon mutual Agreement, this Agreement may subsequently renew for one (1) year periods thereafter (each a "Renewal Term"), under the same terms and conditions, unless either party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration date of the then current term. In the event that LensLock increases its fees for a given Renewal Term, LensLock shall provide at least sixty (60) days prior written notice of fee increase to Client before the start of the Renewal Term. Any amendment or modification to this Agreement shall be performed in writing and fully executed by both parties.
15. Termination. This Agreement may be terminated by either party in the event of a breach or a failure to comply with the terms and conditions of this Agreement, but only after the non-breaching party has provided notice of such breach to comply and such breach remains uncured for sixty (60) days after the breaching party received such notice, but in the event of non-payment, such cure period shall be reduced to ten (10) days. In the event that Client terminates for breach, Client shall be relieved of its remaining payment obligations and shall receive a pro rata refund of any prepaid fees for the remainder of the current year or term. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party; provided, however, if such termination by Client, Client shall not be relieved of its remaining payment obligations, if any, with respect to the financial commitment for the then current year, as outlined in this Master Service Agreement. All payments are due within thirty (30) days of termination of this Agreement. However, the terms of this Agreement and the service, hardware and software to be provided hereunder is contingent upon the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services and equipment to be provided may be modified or this Agreement may be immediately terminated.
16. WARRANTY DISCLAIMER.
 - a. LensLock does not represent nor warrant that Equipment or Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. Client acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that Client is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose, that there are no warranties which extend beyond those on the face of this Agreement, and that Client acknowledges that there may be more sophisticated Equipment of which Client may procure on the open market for the same purposes as Equipment.
 - b. **EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6 ABOVE, (A) LENSLOCK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT IN CONNECTION WITH THE SERVICES AND EQUIPMENT, AND (B) LENSLOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**
17. Standard of Performance. LensLock shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which LensLock is engaged.

18. **Complete Agreement.** This Agreement, the Client's Cover Sheet attached to the face of this Agreement, and any referenced terms herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. LensLock expressly limits acceptance of the Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from Client in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.
19. **Force Majeure; Other Events.** Neither party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond party's reasonable control.
20. **Assignment; Waiver of Subrogation Rights.** Client may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. LensLock shall have the right to assign this Agreement and shall be relieved of any obligations created herein upon such assignment. Client on its behalf and any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the parties hereto. Client acknowledges that this Agreement, and particularly those paragraphs relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.
21. **Limitation of Liability.** **NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION FOR ANY REASON. IN NO EVENT SHALL LENSLOCK'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF THE COST OF THE EQUIPMENT AND SIX (6) MONTH'S FEES FOR ONLINE PLATFORM SERVICES IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO THE CLAIM.**
22. **Indemnification.** LensLock shall defend, indemnify and hold harmless Client (including its Board, officers, agents, employees and volunteers) from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of LensLock's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of LensLock's officers, directors, agents, employees, contractors, or subcontractors.
- To the extent not prohibited by applicable law, Client shall defend, indemnify and hold harmless LensLock (including its shareholders, directors, officers, agents, and employees) from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of Client's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Client's officers, directors, agents, employees, contractors, or subcontractors.
23. **Conflict of Interest.** LensLock may serve other clients, but none whose activities within the financial and business limits of Client or whose business, regardless of location, would place LensLock in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, et seq. LensLock shall not employ any Client official in the work performed pursuant to this Agreement. Further, no officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, et seq.
24. **Subcontract.** Client agrees that LensLock is authorized and permitted to subcontract any services to be provided by LensLock to third parties who may be independent of LensLock; however, all subcontractors shall be bound by the terms and conditions of this Agreement and LensLock shall remain responsible for all of its obligations hereunder.
25. **Records Created as Part of LensLock's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that LensLock prepares or obtains pursuant to this Agreement and that relate to the matters covered herein shall be the property of the Client. LensLock hereby agrees to deliver those documents to the Client upon termination or expiration of the Agreement, and the Client may use, reuse or otherwise dispose of the documents without LensLock's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and LensLock agree that, until final approval by Client,

plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by LensLock without prior written approval of Client.

26. **LensLock's Books and Records.** LensLock shall maintain all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Client under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to LensLock under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during LensLock's regular business hours, upon oral or written request of Client. Pursuant to California Government Code Section 8546.7, the Agreement may be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under this Agreement.
27. **Governing Law; Disputes.** The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of California. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, *Madera County, CA*.
28. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
29. **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
30. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
31. **Miscellaneous.** Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of Client only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of Client for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way.
32. **Professional Request.** In accordance with CJIS BWC best practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies and that those assigned body worn cameras are not "shared" with other officer, deputies, or end users; unless special circumstances are warranted. LensLock requests that Client does not allow "sharing" of body worn cameras as part of Client's standard practice of BWC utilization.

EXHIBIT A
LIMITED WARRANTY

LENSLOCK EQUIPMENT

LensLock warrants to Client that Equipment is free from defects in material and workmanship for the duration of the service contract (“**Warranty Period**”) and subject to the terms set forth herein. In the event Client needs Equipment replaced, LensLock will provide said replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by client. Client pays for shipping fees for product returns and vendor pays for shipping costs for product replacements. It is understood that Vendor will require IT support from Client to ensure services are optimized. Additionally, it is understood that Vendor will set schedule for installation once Client approval is obtained. Because of supply chain demands, Vendor will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and Acts of God beyond the reasonable control of Vendor may prevent performance of meeting said schedule.

BODY CAMERA REFRESH SCHEDULE:

Additionally, it is understood by both parties that LensLock will refresh all cameras to client at thirty (30) months from the start date listed on page 2 and the Client will receive a brand-new supply of cameras based on the terms of this agreement. Client may also request upgraded Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

LENSLOCK ONLINE PLATFORM

LensLock warrants that the Online Platform Services (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

LENSLOCK TECHNOLOGY

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that client desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said client requests (whether hardware related or software related features) will be considered from a number of business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of client requests may be implemented in a reasonable business manner, LensLock may or may not charge client an additional set of fees for any and all new features and functionality associated with service upgrade. If additional fees will be charged, all fees will be agreed upon in writing and in advance of the service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our clients are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate client requests as they surface.

Exhibit B

LensLock SOW – Madera County Sheriff

BWCS Services herein shall be performed under the direction of the Sheriff's Technical Service Division (TSD) Commander, or their designee, and shall perform the Services in cooperation with Sheriff personnel. Contractor shall provide a comprehensive camera system including, but not limited to, hardware/software, data storage, and professional services in accordance with the following requirements:

a. Hardware

- i. Contractor shall provide six (6) Genesis 12.5 Body Worn Cameras (BWC).
- ii. Contractor shall provide unlimited BWC mounts, and accessories as reasonably requested by Sheriff.
- iii. Contractor shall provide One hundred twenty-five (6) Bluetooth Integrated Technology System (BITS) auto activation devices.
- iv. Contractor shall provide 1 DS-8 Dock and Go BWC docking station at no cost to Sheriff.
- v. Contractor shall provide six (6) Hawk 6 In Car Video Systems
- vi. Contractor shall provide Ubiquity Access Point to upload In Car Video Systems at the each station.
- vii. Contractor shall provide a MDT application for in field tagging and review.
- viii. Contractor shall provide twelve (12) LensLock Unlimited warranty replacements on all equipment.
- ix. All equipment shall be supplied by Contractor during the Contract. Sheriff shall assume ownership of all equipment at Contract termination, regardless of the amount of the equipment.

b. Software

- i. Contractor shall provide all software subscriptions and software maintenance included within the Contract's annual payment.
- ii. Contractor shall provide unlimited access to Contractor's online platform services and customized mobile app.
 1. Contractor's online platform services shall provide an intuitive, ease-of-use dynamic "roles and permissions" based dashboard/management console to manage stored data. Search functions shall include the ability to search by deputy name, case number, location, data, event category, or other tags customizable

by the Sheriff.

2. Contractor's online platform services shall accept multiple types of evidence, from multiple sources including, but not limited to, audio and video files and digital photographs. There are no file size limitations for files submitted to LensLock.
3. Contractor's online platform services shall provide categorized data based on customized crime activity labels with adjoining retention policies as set by the Sheriff.
 - a. Contractor's online platform services shall provide a configurable structure which automatically manage digital evidence based on the type of event and retention period by the Sheriff.
4. Contractor's online platform services shall provide for secure digital sharing of evidence, both internally and externally, without data loss or altering shared data outside the Sheriff's Department to approved destinations.
 - a. Approved destinations shall be able to view and store data within the data management software and shall receive notifications when data is available to view or is set to expire.
 - b. Chain-of-custody shall be logged and auditable; access to evidence, including the ability of third parties to view, duplicate, re-share, or download shall be controlled by the Sheriff.
5. Contractor's online platform services shall perform materially with an uptime percentage of no less than 99.9% and professional services shall be performed in a timely and professional manner by qualified personnel with the technical skills, training, and experience to perform such Services. In the event uptime is less than documented herein, LensLock shall extend subscription or service period for a specific duration to make up for the lost time during the cloud services outage.

iii. Contractor shall provide Sheriff permission to access and make changes to the BWCS' operations through the online platform services.

iv. Contractor shall provide a pre record buffer on all devices with capabilities to mute the pre record if desired.

c. Professional Services & Special Considerations

i. Contractor shall replace all BWCs, every thirty (30) months during the Contract term.

1. If, within the first year of the Contract, Contractor releases a new/upgraded BWC model, Contractor shall replace and upgrade all BWCs with the latest model at that time.
- ii. Contractor shall provide a warranty in accordance with the Limited warranty Section.
- iii. Contractor shall provide Computer Aided Dispatch (CAD) integration at no cost to Sheriff.
 1. BWC footage shall include attached metadata including, but not limited to, BWC user, case numbers, date and time, locations, and other available data customizable by the County.
- iv. Contractor shall provide unlimited professional grade outsourced redaction services at no cost to the County. All professional redaction services use CJIS certified individuals. The Contractor shall guarantee successful redaction.
- v. Any additional features or functionality associated with Contractor's BWCS or online platform services may be communicated by Sheriff to Contractor on an on-going basis. However, any requests for additional equipment and implementation of new or additional services, must be pre-authorized by Sheriff and any additional fees or amendments to the contract shall only be executed, in writing, upon approval or delegated authority by the County Board of Supervisors.

d. Data Storage & Security

- i. The terms and conditions contained in SERVICES TERMS, are incorporated herein as though fully set forth.
- ii. Contractor shall provide unlimited and scalable Cloud data storage via Microsoft Azure.
 1. Uptime percentage shall be no less than 99.9%.
 2. Cloud service shall provide chain-of-custody reports, detailed audit logs, and workflow procedures that protect against unauthorized access or accidental deletion of videos.
 3. Contractor's data storage facility must be located within the contiguous United States of America.
- iii. Software shall require individual accounts per user, and roles and permission continuum to ensure data security and integrity. Group permission access levels shall be customizable by Sheriff and shall be available to assign to multiple users.
- iv. Contractor must meet Criminal Justice Information Services (CJIS)

Security Policy compliancy and be aware of all Federal Bureau of Investigation (FBI) – CJIS Security addendums. Contractor shall sign specific agreements with the Sheriff as the Contracted Government Agency (CGA) for the purposes of providing services. The agreement incorporates a security addendum certification form signed by the Contractor and Contractor’s personnel.

1. Contractor must retain employee records and fingerprints of all personnel with access to County data. Contractor shall have each personnel sign the FBI/CJIS security addended Certification Form and shall maintain these records on file for the duration of employment and shall be made available to the Sheriff upon request.
- v. Ownership of Documents, County shall own all rights to the data, including but not limited to, metadata, audio, and video stored at the Contractor’s host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider.
1. At the end of the Contract term the County does not renew the Contract, the Contractor shall provide the County a complete leave-behind solution including the following:
 2. On-premises archive inclusive of all data, including video, spanning the life of the Contract.
 - a. Data must be cataloged in a readily identifiable and usable manner (file type) and shall be searchable by criteria (i.e. DR#, Deputy Name/ID, Date/Time).
 - b. Data must be delivered in an expeditious manner, as requested by County, in order not to lose captured video evidence before retention policies cause a deletion of evidence prior to getting the data on-premises.
 3. Allowance of entry back into the system until confirmation all evidence has been transferred or provided on flash drives/DVD’s that have been tested and cataloged.
 4. Delivery of a solution interface including users and data management functionality.
 5. Solution shall be self-contained and comprised of modern server and storage hardware.
 6. Provide mass data transfer capabilities via S3 storage targets originating for the Contractor cloud platform (or Cloud provider).
- vi. Adequate time shall be allotted for this process after termination of the Contract, based on the amount of data retained by the Contractor.

e. Training & Support

- i. Contractor shall provide a team of specialized client service managers for all BWCS questions and/or concerns.
- ii. Contractor shall provide on-site implementation and all training services at no cost to Sheriff.
 - 1. During BWCS implementation, Contractor shall communicate weekly at minimum with the TSD Commander, or their designee, to provide implementation status updates.
- iii. Technical support services shall be provided twenty-four (24) hours, seven (7) days per week, three hundred and sixty-five days (365) per year (366 days per leap year), via telephone, email, and live chat at no additional cost to Sheriff.
- iv. Contractor shall respond (on-site and/or remote) and resolve technical support issues within the following timeframes:

Severity Level	Status	Impact	Response Time	Resolve Time
Level 1	Critical	Disruption to whole organization (Service Down)	<30 Minutes	ASAP 0-4 Hours
Level 2	Important	Severe impact on service availability (Service degraded or unusable)	<30 Minutes	ASAP 0-4 Hours
Level 3	Normal	Non-Critical (Service degraded with no impact to service availability)	<4 Hours	Next Day

- v. Contractor shall provide all labor, materials, transportation, supervision, and management to fulfill the requirements of the Contract as established herein.



LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 - U.S.A.
Toll Free - 888-538-0589
www.LensLock.com

CLIENT: Madera County Sheriff's Office

(Name - Title)

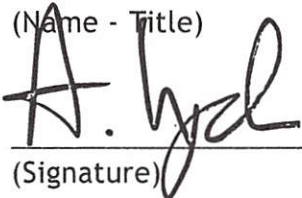
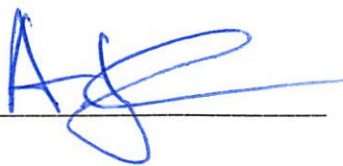
(Signature)

(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Vice President of Sales

(Name - Title)

(Signature)

11.7.2023

(Date)



ATTACHMENT 2



LensLock Inc.
 "Securing Trust - One Incident at a Time"
 13125 Danielson St., Suite 112
 Poway, CA 92064 - U.S.A.
 Toll Free - 888-538-0589
 www.LensLock.com

Issued: May 3, 2023
 Proposal Valid for 30 days
 Proposal Number: #23-664

Services: BWC & ICV Service
 Payment Terms: 30 Days Net
 Length of Service: 60 Months
 Start Date: Upon Contract Execution

ATTENTION:

Madera County Sheriff's Office
 2725 Falcon Dr
 Madera, CA 93637
 Customer ID #23-664

SALES REPRESENTATIVE

Sean O'Grady
 Regional Manager
 Phone: 949-690-6552
 Email: SOG@LensLock.com

QTY	DESCRIPTION	UNIT PRICE	ANNUAL COST
6	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$1,099.00	\$6,594.00
6	Hawk 6 In-Car Video Service - UNLIMITED Data Plan	\$2,099.00	\$12,594.00
6	Bluetooth Integrated Technology System (BITS)	\$299.00	INCLUDED
6	LensLock Pro-Grade Installation - One-Time Fee	\$650.00	\$3,900.00
6	LensLock Custom MDT Application	\$0.00	INCLUDED
TBD	Ubiquity Access Points	\$335.00	INCLUDED
12	60-Month Hardware Guarantee	\$0.00	INCLUDED
6	New Body Worn Cameras Every 30 Months	\$0.00	INCLUDED
UNLIMITED	CAD Integration	\$0.00	INCLUDED
UNLIMITED	Migration & Hosting of Legacy Data	\$0.00	INCLUDED
UNLIMITED	LensLock FBI-CJIS Redaction Services	\$0.00	INCLUDED
UNLIMITED	24/7/365 Premier Customer Support	\$0.00	INCLUDED
UNLIMITED	LensLock Evidence Management Software Access	\$0.00	INCLUDED
UNLIMITED	District Attorney & Defense Based Software Licenses	\$0.00	INCLUDED
		SUBTOTAL	\$23,088.00
		SALES TAX (7.75%)	\$1,487.07
		1YR TOTAL	\$24,575.07

Summary of 5-Year Payments

Payment	Amount
Year 1	\$24,575.07
Year 2	\$20,675.07
Year 3	\$20,675.07
Year 4	\$20,675.07
Year 5	\$20,675.07
Grand Total	*\$107,275.35

Attachment: LensLock Contract (10237 : Contract with LensLock Inc.)



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
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Agenda available: www.MaderaCounty.com

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7770		AGENDA ITEM 5.N Consent Calendar	
SUBJECT: BSEE Award & RUR		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10263	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Receipt of Unanticipated Revenue PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of Receipt of Unanticipated Revenue No. 23-056 in the amount of \$62,028.00 derived from BSEE Equipment Grant- ST Other to Fixed Assets for Fiscal Year 2023-2024. **4 Votes Required**

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

The Sheriff's Office was recently awarded the 2023/24 Boating Safety and Enforcement Equipment Grant which is a state funded award without a match. The Sheriff is requesting approval of the attached RUR in the amount of \$62,028.00 from 04082 Sheriff- BSEE Equipment Grant-State-Other account to Fixed Assets.

Fiscal Impact:

There is no fiscal impact to the general fund due to this being a grant that was awarded to the Sheriff's Office without a match for a boat.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 3: Public Safety

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.



BOARD OF SUPERVISORS COUNTY OF MADERA

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APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Elizabeth Cruz

Elizabeth Cruz, Assistant Auditor-Controller 11/21/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Jessica Leon

Jessica Leon, Administrative Analyst II 11/21/2023

ATTACHMENTS

1. RUR 23-056 BSEE



Budget Adjustment Authorization

Submittal Date *

11/6/2023

For Fiscal Years *

2023-2024

Contact First Name *

Whitney

Contact Last Name *

Cox

Department *

Sheriff

Department/Org #

04000

Department Head Name *

Tyson Pogue

Will this Budget Adjustment be Board Approved? *

- Yes
- No

Draft Board Letter

Upload

If Board Approved, indicate the target Board date: *

12/5/2023

Please Select *

- Transfer of Appropriations
- Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

General Fund

Fund # *

0100

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
04082	BSEE Equipment Grant	740301	Fixed Assets	62,028

Add

Total

\$ 62,028.00

Revenues

Org # *	Org Description *	Account # *	Account Description *	Amount *
04082	BSEE Equipment Grant	654000	St- Other	62,028

Add

Attachment: RUR 23-056 BSEE (10263 : BSEE Award & RUR)

Total

\$ 62,028.00

Totals in Appropriations and Revenues must match

Unanticipated Revenue is Derived from *

BSEE Grant

(Describe the Revenue Source, Grant Name, Legislation, etc.)

Section

Name *

Whitney L Cox

Title *

Fiscal Manager

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

Yes No N/A

Auditor Controller's # *

23-056

Signature

David E. Richstone

Auditor Name *

David Richstone

Date *

11/8/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report *

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

Recommended Approve as Requested Approve as Revised

Signature *

Jessica Leon

Admin Officer Name *

Jessica Leon

Date *

11/9/2023

Attached for Board Approval

*

Completed

Attachment: RUR 23-056 BSEE (10263 : BSEE Award & RUR)



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board
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AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7770		AGENDA ITEM 5.0 Consent Calendar	
SUBJECT: JAG Grant RUR No. 23-057		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10265	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Receipt of Unanticipated Revenue PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of Receipt of Unanticipated Revenue No. 23-057 in the amount of \$735,101.00 derived from JSTC ASSTNC Program - Federal-Justice Assis Grant to Fixed Assets and Special Departmental Expenses for Fiscal Year 2023-2024.
4 Votes Required

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Madera County Sheriff's Office applied and was awarded the FY 23 JAG Grant for \$32,101.00 and the FY 23 JAG Byrne Discretionary Grants Program for \$703,000.00.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 3: Public Safety

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Processed by BOS Clerk:



BOARD OF SUPERVISORS COUNTY OF MADERA

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Agenda available: www.MaderaCounty.com

Elizabeth Cruz

Elizabeth Cruz, Assistant Auditor-Controller 11/21/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Jessica Leon

Jessica Leon, Administrative Analyst II 11/21/2023

ATTACHMENTS

1. RUR 23-057 JAG



Budget Adjustment Authorization

Submittal Date *

11/6/2023

For Fiscal Years *

2023-2024

Contact First Name *

Whitney

Contact Last Name *

Cox

Department *

Sheriff

Department/Org #

04072

Department Head Name *

Tyson Pogue

Will this Budget Adjustment be Board Approved? *

- Yes
 No

Draft Board Letter

Upload

If Board Approved, indicate the target Board date: *

12/5/2023

Please Select *

- Transfer of Appropriations
 Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

General Fund

Fund # *

0100

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
04072	JSTC ASSTNC Program	740301	Fixed Assets	703,000 X
04072	JSTC ASSTNC Program	721900	Special Departmental	32,101 X

Add

Total

\$ 735,101.00

Revenues

Org # *	Org Description *	Account # *	Account Description *	Amount *
04072	JSTC ASSTNC Program	657081	FED-Justice Assis Grant	735,101

Attachment: RUR 23-057 JAG (10265 : JAG Grant RUR No. 23-057)

Add

Total

\$ 735,101.00

Totals in Appropriations and Revenues must match

Unanticipated Revenue is Derived from*

JAG Grants

Describe the Revenue Source, Grant Name, Legislation, etc.)

Section

Name*

Whitney L Cox

Title*

Fiscal Manager

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds:*

Yes No N/A

Auditor Controller's #*

23-057

Signature

David E. Richstone

Auditor Name*

David Richstone

Date*

11/8/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report*

County Administration has reviewed this request, and it is recommended for approval.

Please Select*

Recommended Approve as Requested Approve as Revised

Signature*

Jessica Leon

Admin Officer Name*

Jessica Leon

Date*

11/9/2023

Attached for Board Approval

*

Completed

Attachment: RUR 23-057 JAG (10265 : JAG Grant RUR No. 23-057)



BOARD OF SUPERVISORS COUNTY OF MADERA

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5.P

Members of the Board
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, District 5

AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7700		AGENDA ITEM 5.P	
SUBJECT: Drought Reaffirmation		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9193	DATE REC'D	
STRATEGIC FOCUS AREA(S): Focus Area Not Defined (Explain)					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2015-087 PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2015-087 proclaiming a Local Emergency created by the severe drought conditions that exist in the County and throughout the State.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

On January 17th, 2014 Governor Brown declared a statewide drought emergency because of the record dry conditions in 2014. Most reservoirs and rivers were at all-time low. The drought progressed through 2016 and saw a slight recovery in 2017. With funds from CAL-OES, Sheriff's OES and Madera County Community Action Partnership provided drinking water and bulk water to those residence needing assistance. Sheriff's OES and CAL-OES was recommending proclamation be extended while using funds to support household dry wells.

In 2018, the household drinking water program was changed from disaster funding to a streamlined grant program. Again, Sheriff's OES and CAL-OES was recommending proclamation be extended while using the new funding source.



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board
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, District 5

The streamlined program ended in September of 2020. The state began provide funds to Self-Help Enterprises. Self-Help Enterprises is currently providing low interest loans to those in need.

The County has already begun to feel the effects of this new round of drought. County Staff has already taken actions such as forming a Drought Working Group and Water Conservation Measures on County Run Systems.

These conditions presented urgent problems to both urban and rural communities constituting health hazards, stressed already low ground water supplies, increased fire danger, and severe economic impact on the agriculture industry. All of these factors resulted in a huge negative impact on the citizens of Madera County.

Since we are entering into a new state proclaimed disaster due to drought, it is recommended that Your Board reaffirm the proclamation. The Resolution must be reaffirmed every 30 days pursuant to California Government Code Section 8630.

ATTACHMENTS

1. RESOLUTION NO. 2015-087

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/09/23
05/09/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23
10/03/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 10/17/23
10/17/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 11/07/23



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board

- , District 1
- , District 2
- , District 3
- , District 4
- , District 5

11/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/05/23
12/05/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/12/23

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2015 - 087
)
BOARD OF SUPERVISORS) A RESOLUTION PROCLAIMING THE
) EXISTENCE OF A LOCAL DROUGHT
) EMERGENCY IN MADERA COUNTY
_____)

WHEREAS, agriculture is a critical component of the economy of Madera County, thus rendering its economy vulnerable to drought; and,

WHEREAS, the state's water supplies have dipped to alarming levels, indicated by: snowpack in California's mountains is approximately five percent (05%) of the normal average for this year; California's largest water reservoirs have very low water levels for this time of year; California's major river systems, including the Sacramento and San Joaquin rivers, have significantly reduced surface water flows; and groundwater levels throughout the State have dropped significantly; and,

WHEREAS, dry conditions and lack of precipitation present urgent problems, including: drinking water supplies are at risk; fewer crops can be cultivated; heightened unemployment and economic hardship can occur; animals and plants that rely on California's lakes, rivers, and streams will be threatened; and the risk of wildfire across the state is greatly increased; and,

WHEREAS, extremely dry conditions have persisted since 2012 and may continue beyond this year and more regularly into the future; and

WHEREAS, the U.S. Department of Agriculture on June 17, 2015, designated 57 counties in California, including Madera County, as primary natural disaster areas due

to the recent drought; and,

WHEREAS, the Governor of California declared on January 17, 2014, that a state of emergency exists in the State of California due to current drought conditions; and,

WHEREAS, local resources are, or are likely to be, inadequate to cope with the effects of this emergency, and the combined forces of the State of California, the political subdivisions of the State of California, and the federal government are necessary to assist the County of Madera to combat the effects of this emergency; and,

WHEREAS, the Board of Supervisors of the County of Madera does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the County of Madera caused by the drought, and therefore necessitates the proclamation of the existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

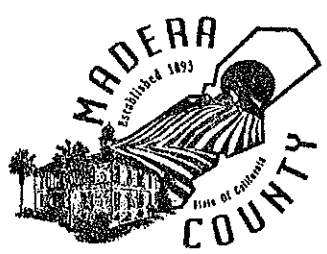
1. A local drought emergency now exists in Madera County.
2. The Sheriff/Director of Emergency Services is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purposes of assessing damage within the County of Madera and consulting with federal and state survey teams about hazard mitigation actions.
3. The Sheriff/Director of Emergency Services, and the Auditor-Controller, are hereby designated as the authorized representatives for disaster assistance of the County of Madera for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

4. Copies of this Resolution be sent immediately to the Governor and to the State Office of Emergency Services.
5. The Board of Supervisors of the County of Madera review the need for continuing the state of local emergency at each regularly scheduled meeting after the date of the Resolution, as required by Section 8630 of the California Government Code, but in no event shall more than thirty (30) days pass between meetings for purposes of reviewing the state of local emergency.

* * * * *

The foregoing Resolution is adopted this 7th day of July, 2015, by the following vote:

Supervisor Frazier voted:	<u>yes</u>
Supervisor Rogers voted:	<u>yes</u>
Supervisor Farinelli voted:	<u>yes</u>
Supervisor Rodriguez voted:	<u>yes</u>
Supervisor Wheeler voted:	<u>yes</u>



David B. Rogers
Chairman, Board of Supervisors

ATTEST:

Janice A. Boyd
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By [Signature]

S:\County Counsel\Board of Supervisors\Resolutions\Drought Proclamation.doc

Attachment: RESOLUTION NO. 2015-087 (9193 : Drought Reaffirmation)



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
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5.Q

Members of the Board
, District 1
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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Tyson Pogue 559-675-7700		AGENDA ITEM 5.Q Consent Calendar	
SUBJECT: Local Emergency - Fork Fire			REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9196	DATE REC'D
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2022-137 PowerPoint/Supporting Documents: Resolution				DOCUMENT NO(S).	

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2022-137 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Fork Fire).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

See Resolution attached.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 3: Public Safety

ATTACHMENTS

1. RES NO. 2022-137

History:



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
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5.Q

Members of the Board
, District 1
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, District 3
, District 4
, District 5

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/02/23
05/02/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23
10/03/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 10/17/23
10/17/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 11/07/23
11/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/05/23
12/05/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/12/23

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of

BOARD OF SUPERVISORS

) Resolution No.: 2022 - 137
)
) A RESOLUTION OF THE BOARD OF
) SUPERVISORS OF MADERA COUNTY
) RATIFYING AND EXTENDING THE
) DECLARATION OF A LOCAL
) EMERGENCY (FORK FIRE)
)
)

WHEREAS, California Government Code section 8630 and Madera County Code Chapter 2.78 empowers the Director of Emergency Services/Sheriff to proclaim a local emergency when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County; and

WHEREAS, on September 12, 2022, the Director of Emergency Services/Sheriff declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the Fork Fire (the September 12, 2022 proclamation is attached hereto as Exhibit A); and

WHEREAS, under Government Code section 8630, the local emergency shall not remain in effect for more than seven (7) days unless ratified by the Board of Supervisors; and

WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the Fork Fire in Madera County for the reasons set for in Exhibit A; and

Attachment: RES NO. 2022-137 (9196 : Local Emergency - Fork Fire)

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the County of Madera have arisen within the County caused by the threatened spread of the Fork Fire, and the conditions warrant and necessitate proclaiming the continued existence or threatened existence of a local emergency.

NOW, THEREFORE, the Board of Supervisors of the County of Madera resolves as follows:

1. The local emergency declared on September 12, 2022, by the Director of Emergency Services/Sheriff is hereby ratified.

2. The need for continuing this local emergency and local health emergency shall be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency and local health emergency at the earliest possible date that conditions warrant.

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Attachment: RES NO. 2022-137 (9196 : Local Emergency - Fork Fire)

* * * * *

The foregoing Resolution was adopted this 13th day of September 2022, by the following vote:

Supervisor Frazier voted: yes

Supervisor Rogers voted: yes

Supervisor Poythress voted: yes

Supervisor Gonzalez voted: yes

Supervisor Wheeler voted: yes



Jim Pluck
 Chairman, Board of Supervisors

ATTEST:

Karen Scriver
 Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Wiley R.
 Driskill
 Wiley R. Driskill

Digitally signed by: Wiley R. Driskill
 DN: CN = Wiley R. Driskill email =
 wdriskill@lozanosmith.com C = US
 O = Lozano Smith
 Date: 2022.09.12 17:24:58 -07'00'

EXHIBIT "A"



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of Madera County; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by the Fork Fire which started on or about Wednesday, September 7th and

WHEREAS, the Fork Fire is has caused damage to the County and other public and district facilities, and the watershed within Madera County, the extent of which has not been completely compiled; and

WHEREAS, the Fork Fire is has caused damage private property destroying at least 20 structures and forced the evacuation of 771 people;

WHEREAS, local resources have been deployed to the Fork Fire within Madera County, thereby depleting fire protection and response resources; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of this emergency;

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff-Coroner
Madera County

9/12/22

Date

Attachment: RES NO. 2022-137 (9196 : Local Emergency - Fork Fire)



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COUNTY OF MADERA**

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5.R

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7700		AGENDA ITEM 5.R Consent Calendar	
SUBJECT: Reaffirmation of Local Emergency - February/March 2023 Winter Storms		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9401	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2023-034 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2023-034 ratifying the Declaration of a Local Emergency (February/March 2023 Winter Storms).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

On Thursday, February 23rd, 2023, the first in a series of extreme weather events began. The first major winter storm impacted Madera County on February 23rd, followed by a second on February 28th, and a third expected March 4th. These extreme winter storm events have caused blizzard-like conditions in the mountain areas of Madera County. Local resources have been deployed within Madera County to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works.

These extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but limited to roads, bridges and County facilities, the extent of which has not been completely compiled, or noted due to snow covering these problems.

On Wednesday, March 1st 2023, the Director of Emergency Service/Sheriff declared a local emergency as authorized by Section 8630 of the Government Code and Chapter



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, District 5

2.78 of Madera County Code when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of Madera County.

FISCAL IMPACT:

Unknown at this time.

Connection to the County of Madera Strategic Plan-Mission 2023: Strategic Focus Area 3: Public Safety. Local State of Emergency is needed to request state and federal government assistance.

ATTACHMENTS

1. SHERIFF'S DECLARATION OF LOCAL EMERGENCY
2. RESOLUTION NO. 2023-034

History:

04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/02/23
05/02/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23
10/03/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 10/17/23
10/17/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 11/07/23
11/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/05/23
12/05/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 12/12/23



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY FEBRUARY/MARCH 2023 WINTER STORMS

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of Madera County; and

WHEREAS, the County of Madera has already been adversely impacted by the effects of eight other local emergencies such as January 2023 Winter Storm, the closure of Madera Community Hospital, Fork Fire in 2022, COVID-19, Creek Fire in 2020, Tree Mortality, Drought and the Mono Wind Event of 2021; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by numerous extreme winter weather events that started on or about Thursday, February 23rd 2023. The first event being a storm that entered the area on or about Thursday, February 23rd, 2023, and the second event entered the area on or about Tuesday, February 28th, 2023, and a third winter weather event forecast to be entering the area on or about Saturday, March 4th, 2023; and

WHEREAS, these extreme winter storm events caused blizzard-like conditions in the mountain areas of Madera County; and

WHEREAS, these extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but limited to roads, bridges and County facilities, the extent of which has not been completely compiled, or noted due to snow covering these problems; and

WHEREAS, local resources have been deployed within Madera County to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources will be unable to cope with the effects of this emergency;

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

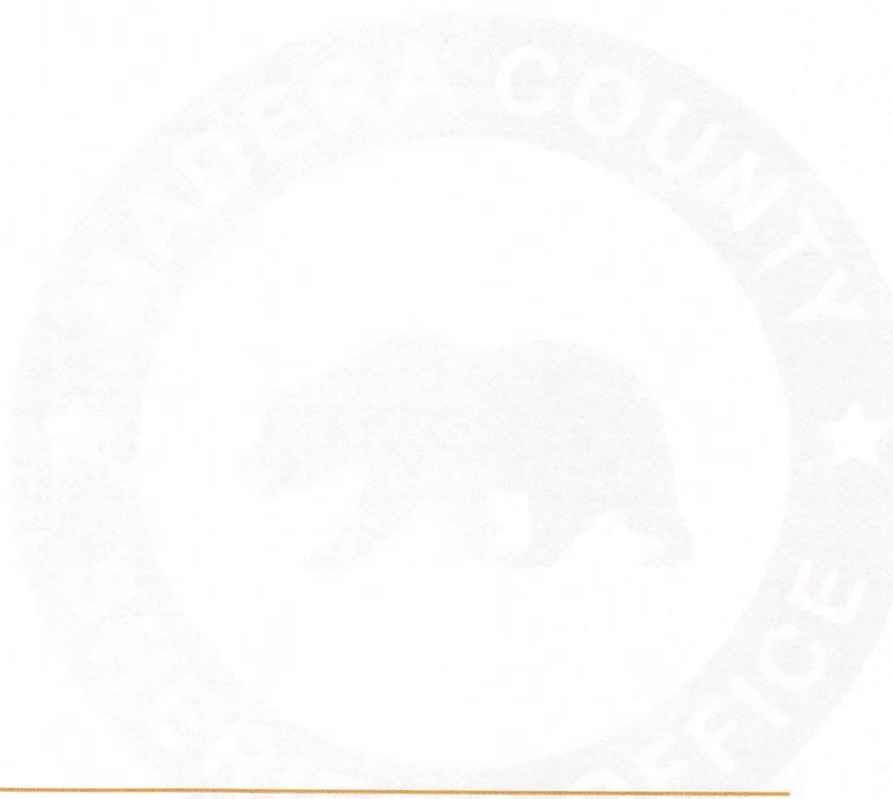
BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff
Madera County

3-1-2023

Date



Attachment: SHERIFF'S DECLARATION OF LOCAL EMERGENCY (9401 : Reaffirmation of Local Emergency - February/March 2023 Winter

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2023 - 034
)
BOARD OF SUPERVISORS) A RESOLUTION OF THE BOARD OF
) SUPERVISORS OF MADERA COUNTY
) RATIFYING AND EXTENDING THE
) DECLARATION OF A LOCAL
) EMERGENCY (FEBRUARY/MARCH
) 2023 WINTER STORMS)
_____)

WHEREAS, California Government Code section 8630 and Madera County Code Chapter 2.78 empowers the Director of Emergency Services/Sheriff to proclaim a local emergency when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County; and

WHEREAS, on March 1, 2023, the Director of Emergency Services/Sheriff declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the numerous extreme winter weather events that started on or about Thursday, February 23, 2023 (the March 1, 2023, proclamation is attached hereto as Exhibit A); and

WHEREAS, under Government Code section 8630, the local emergency shall not remain in effect for more than seven (7) days unless ratified by the Board of Supervisors;

and

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WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to the safety of persons and property as it is forecasted that additional storms will continue to threaten Madera County, bringing strong winds, blizzard conditions of extreme peril as explained in Exhibit A; and

WHEREAS, these extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but not limited to roads, bridges and County facilities, the extent of which has not been completely compiled; and

WHEREAS, local resources have been deployed within Madera County to mitigate and recover from these extreme weather events within Madera County, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works.

NOW, THEREFORE, the Board of Supervisors of the County of Madera resolves as follows:

1. The local emergency declared on March 1, 2023, by the Director of Emergency Services/Sheriff is hereby ratified.
2. The need for continuing this local emergency shall be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency at the earliest possible date that conditions warrant.

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* * * * *

The foregoing Resolution was adopted this seventh day of March 2023, by the following vote:



Supervisor Wamhoff voted:	<u>YES</u>
Supervisor Rogers voted:	<u>YES</u>
Supervisor Poythress voted:	<u>ABSENT</u>
Supervisor Gonzalez voted:	<u>YES</u>
Supervisor Macaulay voted:	<u>YES</u>

David B. Rogers

 Chairman, Board of Supervisors

ATTEST:

Janah R. Anderson

 Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Regina A. Garza

Digitally signed by: Regina A. Garza
 DN: CN = Regina A. Garza email =
 rgarza@lozano-smith.com C = US O =
 Lozano Smith
 Date: 2023.03.02 08:47:42 -0600'

EXHIBIT “A”



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY FEBRUARY/MARCH 2023 WINTER STORMS

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of Madera County; and

WHEREAS, the County of Madera has already been adversely impacted by the effects of eight other local emergencies such as January 2023 Winter Storm, the closure of Madera Community Hospital, Fork Fire in 2022, COVID-19, Creek Fire in 2020, Tree Mortality, Drought and the Mono Wind Event of 2021; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by numerous extreme winter weather events that started on or about Thursday, February 23rd 2023. The first event being a storm that entered the area on or about Thursday, February 23rd, 2023, and the second event entered the area on or about Tuesday, February 28th, 2023, and a third winter weather event forecast to be entering the area on or about Saturday, March 4th, 2023; and

WHEREAS, these extreme winter storm events caused blizzard-like conditions in the mountain areas of Madera County; and

WHEREAS, these extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but limited to roads, bridges and County facilities, the extent of which has not been completely compiled, or noted due to snow covering these problems; and

WHEREAS, local resources have been deployed within Madera County to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources will be unable to cope with the effects of this emergency;

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff
Madera County

3-1-2023

Date

Attachment: RESOLUTION NO. 2023-034 (9401 : Reaffirmation of Local Emergency - February/March 2023 Winter Storms)



BOARD OF SUPERVISORS COUNTY OF MADERA

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5.S

AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Department of Social Services		DEPARTMENT CONTACT Perla Vaca 5596757841		AGENDA ITEM 5.S Consent Calendar	
SUBJECT: Transitional Housing Program/Housing Navigation and Maintenance Program		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10280	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: 2022-174 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Transitional Housing Program.

1. Consideration to adopt a Resolution authorizing the submittal of application and acceptance of Allocation Award under Round 5 of the Transitional Housing Program (THP) and Round 2 of the Housing Navigation and Maintenance Program (HNMP).
2. Consideration of approval of Receipt of Unanticipated Revenue No. 23-060 in the amount of \$217,948.00 derived from Social Services-Public Assistance - State-Housing Assistance to Transitional Housing Project for Fiscal Year 2023-2024. **4 Votes Required**

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The California Department of Housing and Community Development (HCD) allocated annual funding to counties for the purpose of housing stability for young adults. HCD consulted with the California Department of Social Services, the State of California Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule to distribute funds to counties. The allocation is based on each counties' percentage of the total statewide number of young adults aged 18 to 25 years in foster care. Specifically, the two housing programs here offer services to



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young adults between the ages of 18 to 25 to secure and maintain housing, with priority given to those formally in the foster care or probation system. The Department of Social Services has administered these programs since 2019; approval of these resolutions will provide continued services for young people struggling with housing challenges.

FISCAL IMPACT:

The FY 2023-2024 allocation awards of \$133,200.00 (THP) and \$84,748.00 (HNMP) are derived from State funds, therefore approval of the THP and HNMP Allocation Acceptances will have no impact on the County's General fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 1: Community
 - a. Improve involvement in Homeless Coalition and other resources
 - i. Increase in efficiency and effectiveness of services to the homeless population

ATTACHMENTS

1. Budget Adjustment Authorization 23-060
2. RESO - THP - FLATTENED



Budget Adjustment Authorization

Submittal Date *

11/15/2023

For Fiscal Years *

2023-2024

Contact First Name *

Maria

Contact Last Name *

Knobloch

Department *

DSS

Department/Org #

07510

Department Head Name *

Deborah Martinez

Will this Budget Adjustment be Board Approved? *

- Yes
 No

Draft Board Letter

Upload

AIS 11-17-2023 (One Meeting)THP- HNMP.docx 103.97KB

If Board Approved, indicate the target Board date: *

12/5/2023

Please Select *

- Transfer of Appropriations Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

General

Fund # *

0100

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
07530	SS - Public Assistance	730129	THP Housing	133,200 X
07530	SS - Public Assistance	730129	THP Housing	84,748 X

Add

Total

\$ 217,948.00

Revenues

Org # *	Org Description *	Account # *	Account Description *	Amount *
07530	SS - Public Assistance	650921	State - Housing Assistance	133,200 X

07530 SS - Public Assistance 650921 State - Housing Assistance 84,748 X

Add

Total

\$ 217,948.00

Totals in Appropriations and Revenues must match

Unanticipated Revenue is Derived from *

Pursuant to the following statutes:
• Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2023
Describe the Revenue Source, Grant Name, Legislation, etc.)

Section

Name *

Yeng Her

Title *

Senior Staff Services Manager

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

Yes No N/A

Auditor Controller's # *

23-060

Signature

David E. Richstone

Auditor Name *

David Richstone

Date *

11/15/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report *

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

Recommended Approve as Requested Approve as Revised

Signature *

Jessica Leon

Admin Officer Name *

Jessica Leon

Date *

11/16/2023

Attached for Board Approval

*

Completed

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2023 - _____
)
MADERA COUNTY DEPARTMENT) RESOLUTION AUTHORIZING THE
OF SOCIAL SERVICES) SUBMITTAL OF APPLICATION AND
) ACCEPTANCE OF ALLOCATION AWARD
) UNDER ROUND 5 OF THE
) TRANSITIONAL HOUSING PROGRAM
) AND ROUND 2 OF THE HOUSING
) NAVIGATION AND MAINTENANCE
_____) PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development (“HCD”) issued an Allocation Acceptance Form, dated October 19, 2023, under Round 5 of the Transitional Housing Program (“THP”) (the “THP Allocation Acceptance Form”), attached hereto as Exhibit “A,” and incorporated herein by reference; and

WHEREAS, the State of California, Department of Housing and Community Development (“HCD”) issued an Allocation Acceptance Form, dated October 19, 2023, under Round 2 of the Housing Navigation and Maintenance Program (“HNMP”) (the “HNMP Allocation Acceptance Form”), attached hereto as Exhibit “B,” and incorporated herein by reference; and

WHEREAS, the THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form (collectively the “Allocation Acceptance Forms”) relate to the availability of funds under the THP and HNMP; and

WHEREAS, the County of Madera (“County”) is listed as an eligible applicant in the Allocation Acceptance Forms; and

WHEREAS, the Department of Social Services wishes to apply for and accept the County’s allocation awards from HCD under THP and HNMP in order to help young adults secure and maintain housing, with a priority being given to young adults formerly in the state’s foster care or probation systems.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, that:

1. The Board of Supervisors of the County of Madera (“Board) hereby authorizes and directs the Director of the Department of Social Services (“Director”), or her designee, to apply for and accept County’s THP Allocation Award in the amount of One Hundred Thirty-Three Thousand Two Hundred Dollars (\$133,200.00), as detailed and authorized in Exhibit “A,” and in accordance with applicable state law.

2. The Board hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds, the Director, or her designee, is hereby authorized and directed to accept any additional allocation of THP funds (“Additional THP Allocation”) as authorized by HCD, but not to exceed a total of Two Hundred Sixty-Six Thousand Four Hundred Dollars (\$266,400.00).

3. The Board authorizes and directs the Director, or her designee, to apply for and accept County’s HNMP Allocation Award in the amount of Eighty-Four Thousand Seven Hundred Forty-Eight Dollars (\$84,748.00), as detailed and authorized in Exhibit “B,” and in accordance with applicable state law.

4. The Board hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County

is eligible for an additional allocation from the remaining funds, the Director, or her designee, is hereby authorized and directed to accept any additional allocation of HNMP funds (“Additional HNMP Allocation”) as authorized by HCD, but not to exceed a total of One Hundred Sixty-Nine Thousand Four Hundred Ninety-Six Dollars (\$169,496.00).

5. The Board authorizes the Director, or her designee, to act on behalf of County in connection with the THP and HNMP Allocation Awards and any Additional THP and HNMP Allocations, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in and receive funding through THP and HNMP, including but not limited to a Standard Agreement, and any amendments to such documents (“Allocation Award Documents”).

6. The County shall be subject to the terms and conditions specified in the Allocation Award Documents and will use the THP and HNMP Allocation Award funds, and any Additional THP and HNMP Allocation funds, in accordance with Exhibits “A,” and “B,” and the Allocation Award Documents, as well as any additional THP and HNMP requirements or applicable laws.

7. The County has the discretion to accept both the THP and HNMP grant funds as detailed herein, but in the event that either of the allocations are not made available to the County, or the County opts to receive only one of the allocations, the County affirms that it is authorized to accept either of the allocations independent of the other.

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* * * * *

The foregoing Resolution was adopted this _____ day of _____, 2023, by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

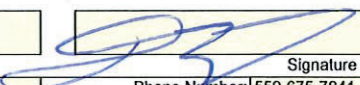
ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

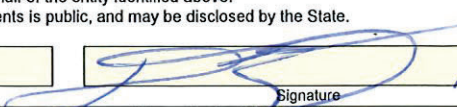
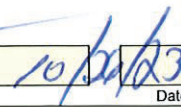
By **Crystal M. Pizano**
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano
email = cpizano@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.11.08 08:52:23 -08'00'

EXHIBIT "A"

Transitional Housing Program (THP) Allocation Acceptance Round 5										Rev. 10/19/23
County Allocation (select Applicant County in row 7 below):										\$133,200
Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the purpose of housing stability to help young adults 18 to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.										
Allocation Applicant										
Allocation Applicant is a County										
Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24).										
Applicant County		Madera County								
Legal name of Applicant as stated on resolution: County of Madera										
Address 1626 Sunrise Ave					City Madera		State CA		Zip 93638	
Auth Rep Name Deborah Martinez			Title Director		Auth Rep Email deborah.martinez@maderacounty.com			Phone 559-675-7841		
Contact Name Maria Knobloch			Title Administrative Analyst		Email maria.knobloch@maderacounty.com			Phone 559-675-7841		
Address 6820 Sunrise Ave					City Madera		State CA		Zip 93638	
Federal Tax ID Number (FEIN) 946-00-0518										
Administrative Fiscal Representative										
Legal Name Yeng Her				Contact Name Yeng Her			Contact Email yeng.her@maderacounty.com			
Phone 559-675-7841		Address 6820 Sunrise Ave			City Madera		State CA		Zip 93638	
File Name: App Resolution		Reference sample resolution document						Attached to email?		No
File Name: App GovTIN Form		Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes
Use of Funds										
Funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:										
1) Identify and assist housing services for this population in your community; 2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system); 3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and 4) Provide engagement in outreach and targeting to serve those with the most severe needs.										
Expenditure of Funds										
Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300 and must reference the Contract Number.										
Allocation Acceptance Requirements										
In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on: <p style="text-align: center;">Friday, November 17, 2023</p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address: TAY@hcd.ca.gov</p>										
Reporting Requirements										
Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following:										
A. Number of program participants served who were homeless at time of program entry; B. Number of program participants served who were in the State's foster care system; C. Number of program participants served who were formerly in the State's foster care or probation systems; D. Number of program participants who exited homelessness into temporary housing; E. Number of program participants who exited homelessness into permanent housing; F. Itemization on use of program fund expenditures; G. Who were the housing navigators or other subcontractor(s)? H. Subpopulation data including: 1. Number of participants that are employed; 2. Number of participants identified as LGBTQ+; 3. Number of participants having a disability; 4. Number of participants with minor children in the household; and, 5. Average number of children per household.										
Certification										
On behalf of the entity identified in the signature block below, I certify that: The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above. In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.										
Debora Martinez Printed Name			Director Title of Signatory			 Signature			Date	
Name: Madera County Department of Social Services					Phone Number: 559-675-7841					
Address: 1626 Sunrise Ave					City: Madera		State: CA		Zip: 93638	

Attachment: RESO - THP - FLATTENED (10280 : Transitional Housing Program/Housing Navigation and Maintenance Program)

EXHIBIT "B"

Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Round 2							Rev. 10/19/23							
County Allocation (select Applicant County in row 7 below):						\$84,748								
Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the support of housing navigators to help young adults 18 years and up to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.														
Allocation Applicant							Yes							
Allocation Applicant is a County														
Pursuant to Section 50811 of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults 17 through 21 years of age in the foster care and probation system. The allocation excludes Alpine and Mono counties because their calculation did not demonstrate need. The housing navigation and maintenance program for a county that accepts an allocation of money pursuant to this section shall provide training to its child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth, and referring youth to housing assistance programs.														
Applicant County		Madera County												
Legal name of Applicant as stated on resolution:		County of Madera												
Address		1626 Sunrise Ave.		City		Madera	State	CA	Zip	93638				
Auth Rep Name		Deborah Martinez		Title		Director	Auth Rep Email		deborah.martinez@maderacounty.com					
Contact Name		Maria Knobloch		Title		Administrative Analyst	Email		maria.knobloch@maderacounty.com					
Address		1626 Sunrise Ave.		City		Madera	State	CA	Zip	93638				
Federal Tax ID Number (FEIN)		946-00-0518												
Administrative Fiscal Representative														
Legal Name		Yeng Her		Contact Name		Yeng Her		Contact Email				yeng.her@maderacounty.com		
Phone		559-675-7841		Address		1626 Sunrise Ave		City		Madera	State	CA	Zip	93638
File Name:		App Resolution		Reference sample resolution document						Attached to email?		No		
File Name:		App TIN		Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes		
Use of Funds														
The HNMP program funds housing navigators for counties. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigation and maintenance activities may include, but are not limited to:														
<ol style="list-style-type: none"> 1) Assist young adults aged 18-24 years of age, inclusive, secure and maintain housing (with priority access given to young adults in the state's foster care system); 2) Provide housing case management which include essential services in emergency supports to foster youth; 3) Prevent young adults from becoming homeless; and 4) Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care. 														
Expenditure of Funds														
Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300 and must reference the Contract Number.														
Allocation Acceptance Requirements														
In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on:														
<p>Friday, November 17, 2023</p> <p>HCD will only accept applications electronically at the following email address:</p> <p>TAY@hcd.ca.gov</p>														
Reporting Requirements														
Applicant acknowledges and agrees to submit a bi-annual report to the Department for the two years following contract execution addressing the following:														
<ol style="list-style-type: none"> A.Number of program participants served with program funds; B.Itemization of use of program funds; C.Details on housing navigators and other subcontractors; D.Number of program participants served who were in the State's foster care system; E.Number of program participants who were homeless at time of program entry; F.Number of program participants who exited homelessness into temporary housing; G.Number of program participants who exited homelessness into permanent housing; and, H.Subpopulation data including: <ol style="list-style-type: none"> 1.Number of participants that are employed; 2.Number of participants identified as LGBTQ+; 3.Number of participants with a disability; 4.Number of participants with minor children in the household; and, 5.Average number of children per household. 														
Certification														
On behalf of the entity identified in the signature block below, I certify that: The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above. In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.														
Deborah Martinez		Director						Signature		Date				
Printed Name		Title of Signatory		Phone Number: 559-675-7841		State: CA		Zip: 93638						
Name:		Madera County Department of Social Services		City: Madera		State: CA		Zip: 93638						
Address:		1626 Sunrise Ave		City: Madera		State: CA		Zip: 93638						

Attachment: RESO - THP - FLATTENED (10280 : Transitional Housing Program/Housing Navigation and Maintenance Program)



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, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL BOARD OF DIRECTORS SPECIAL DISTRICTS

December 12, 2023
Chairman David Rogers

DEPARTMENT Public Works Department/Administrative Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.T Consent Calendar	
SUBJECT: Cash Flow Loan for MD33, Fairmead		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10276	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution, Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

RUR and Cash Flow Loan for MD33, Fairmead.

1. Consideration of approval of Receipt of Unanticipated Revenue No. 23-064 in the amount of \$100,000.00 derived from MD 33-Water - Cash Flow Loan to Direct Maint Exp-DEGS for Fiscal Year 2023-2024. **4 Votes Required**
2. Consideration to adopt a Resolution of the Board of Supervisors of Madera County approving a Cash Flow Loan for Maintenance District 33, Fairmead, Fund 33/1840.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Maintenance District (MD33) Fairmead is in need of a Cash Flow Loan to continue to pay costs of maintaining the water system as they currently do not have enough funds to cover their expenses.

The water rate for MD33 was last set in 2017, including a consumer price index escalator and is not sufficient to cover the districts expenses. This is due to increased costs for PG&E, increased hours maintaining the aging water system and emergency repairs and equipment costs.

The receipt of unanticipated revenue will budget the use of the cash flow loan for



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operations and maintenance expenses.

A rate study for this district has been completed. Public Works will be working with the community to set up a meeting and discuss the timeline for the Prop 218 notice.

FISCAL IMPACT:

There is no impact to the General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 6: Infrastructure

ATTACHMENTS

1. Resolution
2. Budget Adjustment Authorization No. 23-064

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	) Resolution No.: _____
)
PUBLIC WORKS DEPARTMENT –	) A RESOLUTION OF THE BOARD OF
MAINTENANCE DISTRICT NO. 33	) SUPERVISORS OF MADERA COUNTY
[FAIRMEAD]	) APPROVING A CASH FLOW LOAN
_____	) FOR MD/FUND <u>33/1840</u>
)

WHEREAS, MD/Fund 33/1840 is in need of a cash flow loan in the amount of One Hundred Thousand Dollars (\$100,000); and

WHEREAS, MD/Fund 33/1840 is prepared to pay back the cash flow loan with interest at one percent (1%), within a period of sixty (60) months; and

WHEREAS, the source of funds for the cash flow loan is Fund 1370.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

1. A cash flow loan for MD/Fund 33/1840 is hereby approved in the amount of One Hundred Thousand Dollars (\$100,000) with an interest rate of one percent (1%), and a term of sixty (60) months.
2. MD/Fund 33/1840 shall repay the loan with interest at the rate set forth herein, within sixty (60) months.
3. A fund transfer in the amount of One Hundred Thousand Dollars (\$100,000) from Fund 1370 is hereby approved to facilitate the loan.

//

//

Attachment: Resolution (10276 : Cash Flow Loan for MD33, Fairmead)

* * * * *

The foregoing Resolution was adopted this _____ day of _____, 2023, by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.20 09:55:49 -08'00'

Attachment: Resolution (10276 : Cash Flow Loan for MD33, Fairmead)



Budget Adjustment Authorization

Submittal Date *

11/21/2023

For Fiscal Years *

2023-2024

Contact First Name *

Heather

Contact Last Name *

Lira

Department *

PW

Department/Org #

18401

Department Head Name *

Matthew Treber

Will this Budget Adjustment be Board Approved? *

- Yes
- No

Draft Board Letter

If Board Approved, indicate the target Board date: *

12/12/2023

Please Select *

- Transfer of Appropriations
- Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

MD 33 - WATER

Fund # *

1840

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
18401	MD 33 - WATER	720913	Direct Maint Exp-Degs	100,000

Attachment: Budget Adjustment Authorization No. 23-064 (10276 : Cash Flow Loan for MD33, Fairmead)

Total

\$ 100,000.00

Revenues

Org #*	Org Description*	Account #*	Account Description*	Amount*
18401	MD 33 - WATER	680350	Cash Flow Loan	100,000

Total

\$ 100,000.00

Totals in Appropriations and Revenues must match

Unanticipated Revenue is Derived from*

Fund 1370 - Road Mitigation Fees cash flow loan
(Describe the Revenue Source, Grant Name, Legislation, etc.)

Section

Name*

Heather Lira

Title*

Principal Administrative Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds:*

Yes No N/A

Auditor Controller's #*

23-064

Signature

Elizabeth Cruz

Auditor Name*

Elizabeth Cruz

Date*

11/21/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report*

County Administration has reviewed this request, and it is recommended for approval.

Attachment: Budget Adjustment Authorization No. 23-064 (10276 : Cash Flow Loan for MD33, Fairmead)

Please Select *

Recommended Approve as Requested Approve as Revised

Signature *

Jessica Leon

Admin Officer Name *

Jessica Leon

Date *

11/21/2023

Attached for Board Approval

*

Completed



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

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AGENDA ITEM SUBMITTAL **December 12, 2023**
BOARD OF DIRECTORS SPECIAL DISTRICTS Chairman David Rogers

DEPARTMENT Public Works Department/Engineering Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.U Consent Calendar	
SUBJECT: Intent to annex APN 064-142-039 and 064-142-040 to MD 22A		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10281	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution, Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to adopt a Resolution of Intent to annex APN 064-142-039 and 064-142-040 to Maintenance District 22, Zone of Benefit "A" (MD-22A), Oakhurst sewer system and **set the public hearing for January 16, 2024, at 10:30 a.m.**

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Maintenance District 22, Zone of Benefit "A" (MD-22A) is located in the community of Oakhurst along State Routes 41 and 49 in Eastern Madera County. The district provides sewer services to commercial and residential developments within its boundaries.

As a condition of Subdivision S#2007-008, the property owner is required to annex parcels (APN 064-142-039 and 064-142-040) into the MD-22A service boundary and acquire an additional six (6) sewer units from the district to serve the existing and expanded facility once annexation is completed.

On behalf of State Center Community College District (SCCCD), the project manager for the new Oakhurst Campus facility, Brian Speece with Ridgerunner Engineering, has requested the annexation of APN's 064-142-039 and 064-142-040, consisting of 32.47 acres, into MD-22A pursuant to the conditions of



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approval. The parcel is adjacent to the current boundary of MD-22A's northern border along State Route 49 and is considered in the current MD-22A Sewer Master Plan for services.

Upon approval of the annexation, the developer will be required to purchase the additional 6 sewer units from MD-22A in accordance with the Conditions of Approval.

Staff recommends the adoption of the resolution of intent to annex APN 064-142-039 and 064-142-040 into MD-22A as conditioned to allow the parcel to be assessed accordingly for sewer services and set the Public Hearing for annexation for January 16, 2024.

OTHER AGENCY INVOLVEMENT:

State Center Community College District

FISCAL IMPACT:

This item will have no fiscal impact on the General Fund.

FUNDING SOURCES:

The SCCCD will fund and pay for the necessary sewer unit acquisition as well as the ongoing sewer service fees.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 6: Infrastructure

ATTACHMENTS

1. Resolution of Intent to Annex Territory in MD-22A
2. Resolution Annexing Territory MD-22A

BEFORE
THE BOARD OF DIRECTORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: _____
)	
MAINTENANCE DISTRICT NO. 22	)	A RESOLUTION OF INTENTION TO
(Oakhurst Sewer)	)	ANNEX TERRITORY IN MAINTENANCE
	)	DISTRICT NO. 22 INTO ZONE OF
	)	BENEFIT "A" THEREOF (APNs 064-142-
	)	039 AND 064-142-040)
)	
_____)	

WHEREAS, the Board of Supervisors of the County of Madera, State of California, acting as the Board of Directors of Maintenance District No. 22, Oakhurst, has received a request to annex territory within Maintenance District No. 22 into Zone of Benefit "A" thereof, Oakhurst Sewer; and

WHEREAS, the territory proposed to be annexed is described and depicted on the legal description and map attached hereto as Exhibits "A" and "B," respectively, and incorporated herein by this reference; and

WHEREAS, the proposed annexation is being requested for the purpose of obtaining any and all services authorized by law, including sewer services, from District facilities; and

WHEREAS, the Public Works Department – Special Districts confirms that the District facilities, including Zone of Benefit "A" sewer facilities, have sufficient capacity to accommodate the proposed annexation; and

WHEREAS, the District was formed pursuant to Chapter 26 of Part 3 of Division 7 of the California Streets & Highways Code; and

Attachment: Resolution of Intent to Annex Territory in MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)

WHEREAS, the District, and Zone of Benefit “A” thereof, was formed for the purpose of providing any and all services authorized by law, including sewer services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, acting as the Board of Directors of Maintenance District No. 22, that:

1. The Board hereby declares its intention to annex territory described and depicted on the legal description and map attached hereto as Exhibits “A” and “B,” respectively, and incorporated herein by this reference, into Zone of Benefit “A,” thereof, Oakhurst Sewer. The Property owners are required to purchase the requisite sewer units.

2. The annexation proceedings will be conducted pursuant to Chapter 26 of Part 3 of Division 7 of the California Streets & Highways Code.

3. The 16th day of January 2024, at 10:30 a.m., or as soon thereafter as possible, at the Board of Supervisors Chambers, Madera County Government Center, 200 West 4th Street, Madera, California, is hereby fixed as the time and place for the hearing on the Resolution to Annex the territory.

4. A Notice of Hearing shall be posted and published pursuant to Government Code § 6061 at least ten (10) days prior to the date of the hearing.

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//

Attachment: Resolution of Intent to Annex Territory in MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)

* * * * *

The foregoing Resolution is adopted this _____ day of _____,
20__, by the following vote:

Director Wamhoff voted: _____

Director Rogers voted: _____

Director Poythress voted: _____

Director Gonzalez voted: _____

Director Macaulay voted: _____

Chairman, Board of Directors

ATTEST:

Clerk, Board of Directors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.11.16 17:01:47 -08'00'

EXHIBIT "A"

SCCCD Oakhurst Center

LEGAL DESCRIPTION OF MD-22A ANNEXATION

APNs 064-142-039 & 064-142-040

All of Lot 3 of Tract No. 261, Liberty Village Phase 1, filed in Book 60 of Maps at Pages 133-135, Madera County Records, also being Parcels 1 and 2 of that Deed, recorded July 05, 2018, as Document No. 2018015126, of Official Records of said County, lying in the Northwest quarter of Section 10, Township 7 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3, also being the Northwest corner of said Section 10;

thence North 89° 26' 06" East, along the North line of said Lot 3 and the North line of said Northwest quarter, a distance 1509.84 feet to the Northeast corner of said Lot 3;

thence along the East line of said Lot 3, the following five (5) courses:

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4. South 24°49'48" West, a distance of 107.70 feet;
5. South 34°30'20" West, a distance of 76.24 feet to the Southeast corner of said Lot 3;

thence along the South line of said Lot 3, the following eleven (11) courses:

1. North 65°31'29" West, a distance of 39.19 feet;
2. South 73°56'28" West, a distance of 95.98 feet;
3. South 31°06'14" West, a distance of 111.36 feet;
4. North 58°53'46" West, a distance of 228.13 feet to the beginning of a tangent curve, concave Northeasterly;
5. Northwesterly, along the arc of said tangent curve, with a radius of 160.00 feet, through a central angle of 18°52'40", an arc distance of 52.75 feet to the beginning of a tangent line;
6. North 40°01'06" West, along said tangent line, a distance of 176.32 feet to the beginning of a tangent curve, concave Southwesterly;
7. Northwesterly, along the arc of said tangent curve, with a radius of 100.00 feet, through a central angle of 28°27'28", an arc distance of 49.67 feet to the beginning of a tangent line;
8. North 68°28'34" West, along said tangent line, a distance of 97.09 feet;
9. South 76°23'57" West, a distance 110.11 feet;
10. South 35°47'00" West, a distance of 307.56 feet;
11. North 87°39'45" West, a distance of 401.90 feet to a point of intersection thereof with the West line of said Northwest quarter and the Southwest corner of said Lot 3;

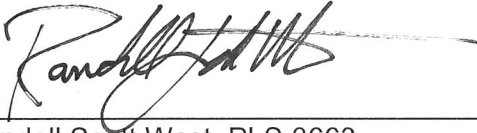
thence North 02°00'31" East, along the West line of said Northwest quarter and said Lot 3, a distance 1020.09 feet to the **POINT OF BEGINNING**.

Containing an area of 32.47+/- Acres

The above described easement is graphically depicted on the attached Exhibit "B" and made a part of this description by reference thereto.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.



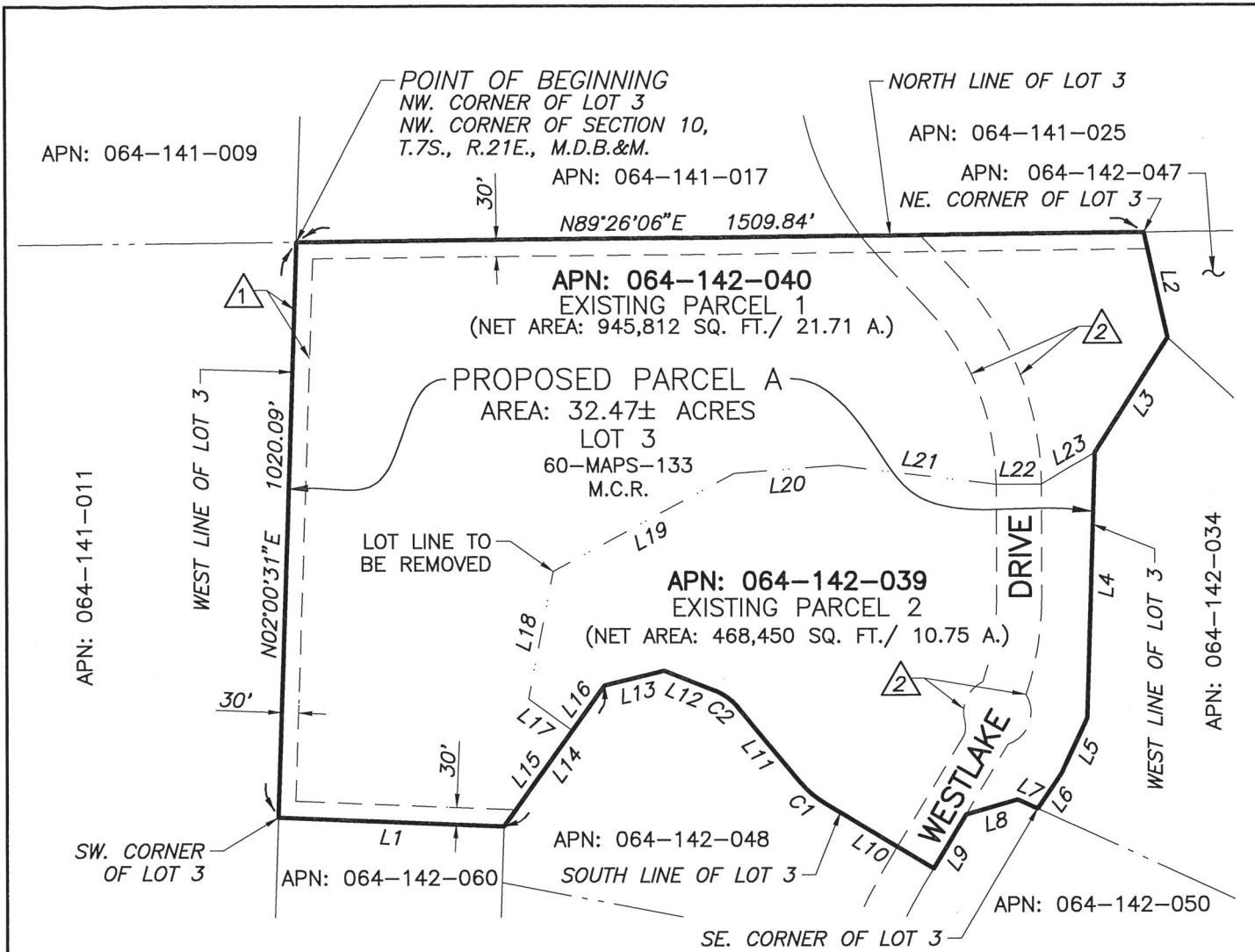
Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers

October 4, 2023

Date

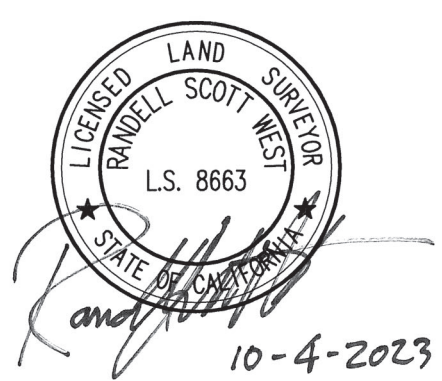
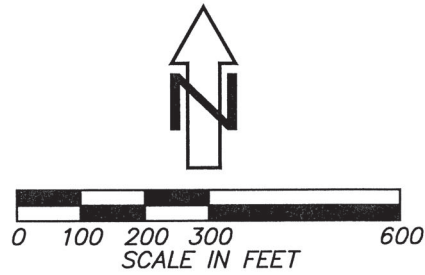


Attachment: Resolution of Intent to Annex Territory in MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)



LEGEND

- SUBJECT PROPERTY BOUNDARY
- EASEMENT LINE
- LOT LINES TO BE REMOVED
- 30' EASEMENT FOR DEFENSIBLE SPACE AREA PER TRACT NO. 261 IN BOOK 60 OF MAPS, PAGE 133, MADERA COUNTY RECORDS
- IRREVOCABLE OFFER OF DEDICATION FOR AN EASEMENT RIGHT-OF-WAY FOR PUBLIC PURPOSES PER DOC. NO. 2010-016051 & DOC. NO. 2010-016052, OFFICIAL RECORDS OF MADERA COUNTY
- M.C.R. MADERA COUNTY RECORDS



NOTE

ALL DISTANCES AND BEARINGS ARE RECORD OR CALCULATED PER GRANT DEED RECORDED ON JULY 05, 2018, AS DOCUMENT NO. 2018-015126, OFFICIAL RECORDS OF MADERA COUNTY, UNLESS OTHERWISE NOTED

	CONSULTANT	SCCCD ANNEXATION TO MD-22A	
	Blair, Church & Flynn Consulting Engineers 451 Clovis Avenue, Suite 200 Clovis, California 93612 Tel (559) 326-1400 Fax (559) 326-1500	EXHIBIT "B" APN: 064-142-039 & 040 SCCCD - NEW OAKHURST CENTER		DR. BY MVB CH. BY _____ DATE 10/4/2023 SCALE: 1"=300'
		SHEET NO. 1 OF 2 SHEETS	

Attachment: Resolution of Intent to Annex Territory in MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)

LINE TABLE		
LINE #	LENGTH	BEARING
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CURVE TABLE			
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Attachment: Resolution of Intent to Annex Territory in MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)

	CONSULTANT Blair, Church & Flynn Consulting Engineers 451 Clovis Avenue, Suite 200 Clovis, California 93612 Tel (559) 326-1400 Fax (559) 326-1500	SCCCD ANNEXATION TO MD-22A	DR. BY MVB CH. BY _____ DATE 10/4/2023 SCALE: 1"=300'	SHEET NO. 2 OF 2 SHEETS
	EXHIBIT "B" APN: 064-142-039 & 040 SCCCD - NEW OAKHURST CENTER			

BEFORE
THE BOARD OF DIRECTORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: _____
)	
MAINTENANCE DISTRICT NO. 22	)	A RESOLUTION ANNEXING
(Oakhurst Sewer)	)	TERRITORY IN MAINTENANCE
	)	DISTRICT NO. 22 INTO ZONE OF
	)	BENEFIT "A" THEREOF (APNs 064-142-
	)	039 AND 064-142-040)
_____)	

WHEREAS, the Board of Supervisors of the County of Madera, acting as the Board of Directors of Maintenance District No. 22, Oakhurst, conducted a public hearing on January 16, 2024, at 10:30 a.m., or as soon thereafter as possible, to consider the annexation of territory in the District into Zone of Benefit "A" thereof, Oakhurst Sewer; and

WHEREAS, the meeting and hearing were noticed as required by law; and

WHEREAS, the Board of Supervisors received testimony and considered evidence, both for and against the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, acting as the Board of Directors of Maintenance District No. 22, that:

1. The territory described and depicted on the legal description and map attached hereto as Exhibits "A" and "B," respectively, and incorporated herein by this reference, is hereby annexed into Zone of Benefit "A" thereof, Oakhurst Sewer. The Property owners are required to purchase the requisite sewer units.

2. That the service to be provided within the annexed territory shall be any and all services authorized by law, including sewer service.

Attachment: Resolution Annexing Territory MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)

* * * * *

The foregoing Resolution is adopted this _____ day of _____,
20___, by the following vote:

Director Wamhoff voted: _____

Director Rogers voted: _____

Director Poythress voted: _____

Director Gonzalez voted: _____

Director Macaulay voted: _____

Chairman, Board of Directors

ATTEST:

Clerk, Board of Directors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.11.16 17:00:37 -08'00'

Attachment: Resolution Annexing Territory MD-22A (10281 : Intent to annex APN 064-142-039 and 064-142-040 to MD 22A)

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SCCCD Oakhurst Center

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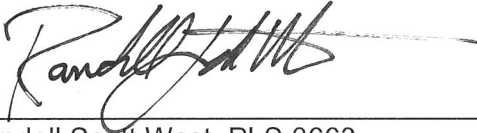
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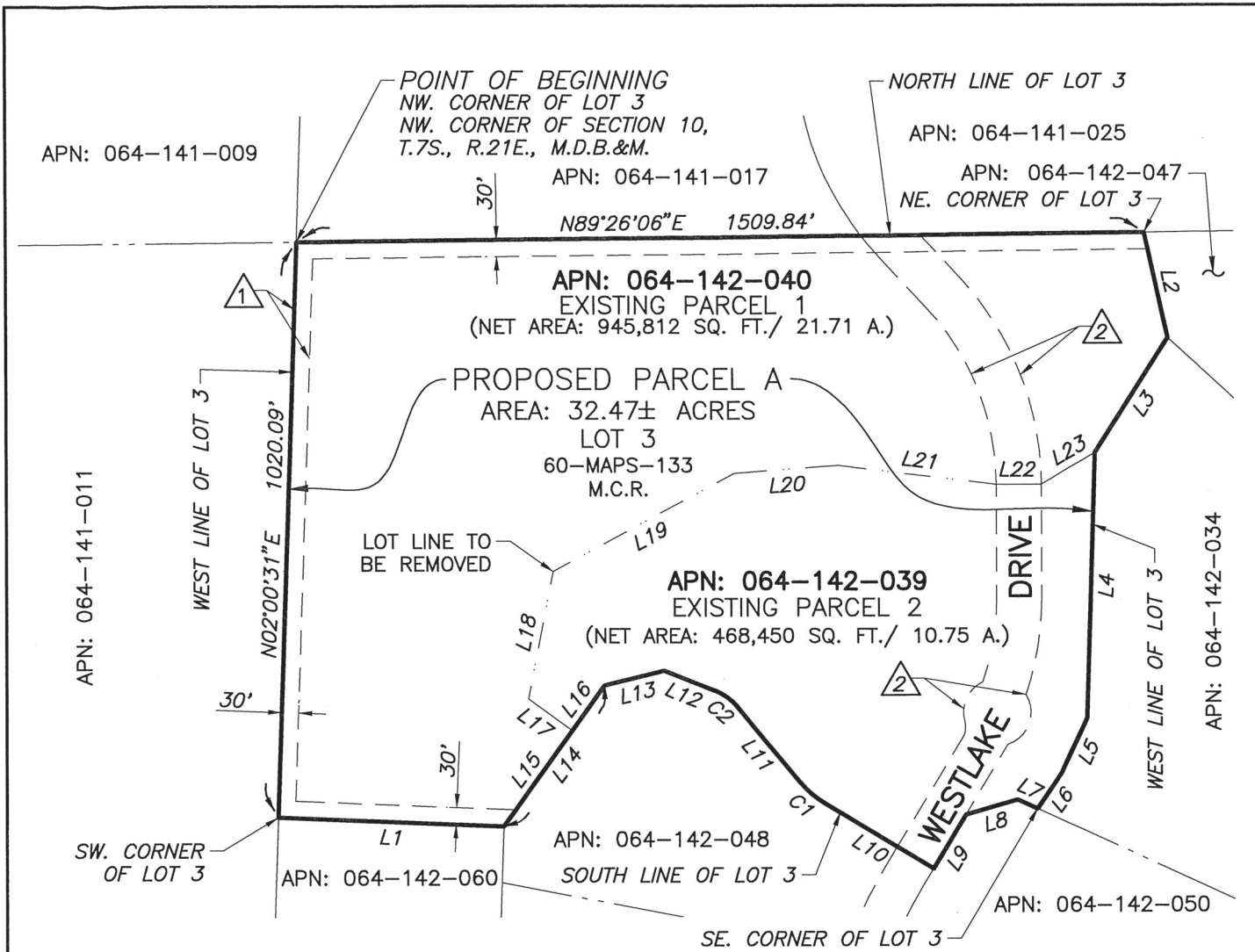
Randell Scott West, PLS 8663
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October 4, 2023

Date



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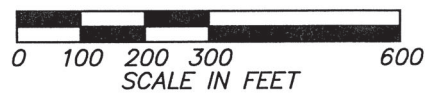


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			Packet Pg. 450	



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

5.V

AGENDA ITEM SUBMITTAL
BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY

December 12, 2023
Chairman David Rogers

DEPARTMENT Department of Water and Natural Resources		DEPARTMENT CONTACT Emily Garcia 559-662-8015		AGENDA ITEM 5.V Consent Calendar	
SUBJECT: MAWA MLRP Contract Amendment		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10019	DATE REC'D	
STRATEGIC FOCUS AREA(S): Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 12465-23 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Amendment to MCC No. 12465-23 with Madera Ag Water Association increasing compensation by \$50,000.00 to an amount not to exceed \$100,000.00 for a second year of services as outlined and extending the term to December 31, 2024 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The goal of Multibenefit Agricultural Land Repurposing Program (MLRP) is to develop a Multibenefit Agricultural Land Repurposing Program, to reduce reliance on groundwater while providing regionally appropriate benefits, including community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits.

There are multiple partners within the MLRP, including the Madera Ag Water Association (MAWA), which specializes in outreach and education to growers. There is \$150,000 allocated within the MLRP grant for the MAWA to conduct work over a three-year period. Staff recommends amending the existing contract to add time and funds.



BOARD OF SUPERVISORS COUNTY OF MADERA

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5.V

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

The amendment of this contract is to add funds in an amount not to exceed \$50,000 and to extend the term date to December 31, 2024, to allow for MAWA to continue providing services such as: providing feedback; planning and conducting workshops; and planning and conducting small groups and one-on-one meetings for the MLRP.

FISCAL IMPACT:

There is no fiscal impact to the general fund; all costs are paid by a grant received from the Department of Conservation.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 6: Infrastructure

ATTACHMENTS

1. MCC NO. 12465-23
2. AMENDMENT - MAWA

MADERA COUNTY CONTRACT NO. 12465-23
(MAWA Agreement for Land Repurposing Plan)

THIS AGREEMENT is made and entered into this 18th day of April, 2023, by and between the COUNTY OF MADERA ("COUNTY") and MADERA AG WATER ASSOCIATION ("MAWA").

RECITALS

A. COUNTY has received a grant under the State of California Department of Conservation's Multibenefit Agricultural Land Repurposing Program, which is for the purpose of funding groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat.

B. MAWA is a nonprofit mutual benefit corporation that represents agricultural water users within the Madera Groundwater Subbasin.

C. COUNTY has determined that it is in the public interest to have MAWA perform those services described in the Scope of Work for the Multibenefit Agricultural Repurposing Plan ("Plan"), attached hereto as **Exhibit A** and incorporated in this Agreement.

D. COUNTY does not have available employees to perform the services required for the Plan under the Scope of Work.

E. MAWA has the expertise necessary for the performance of the services required for the Plan.

F. COUNTY has requested that MAWA perform services for the Plan and MAWA has agreed to do so under the terms and conditions of this Agreement.

AGREEMENT

1. **TERM.** This agreement will commence upon its execution by both parties and will terminate upon completion of the services outlined in the Scope of Work attached hereto as **Exhibit A**, or December 31, 2023, whichever is sooner.

Attachment: MCC NO. 12465-23 (10019 : MAWA MLRP Contract Amendment)

2. **SCOPE OF SERVICES.** MAWA will perform its services in accordance with the Scope of Work, a copy of which is attached as **Exhibit A** and incorporated into this Agreement.

3. **COMPENSATION AND INVOICING.** MAWA shall be compensated in an amount not to exceed Fifty Thousand dollars (\$50,000.00). MAWA's compensation under this Agreement, including the rates charged for work under this Agreement, shall not be increased without the written modification of this Agreement by the COUNTY and MAWA. Payments under this Agreement shall be made within thirty (30) days after MAWA's regular monthly invoicing. Payment obligations under this Agreement are contingent upon the receipt, in a form and substance acceptable to COUNTY, of the deliverables required under the Scope of Work. Also, MAWA shall be solely responsible for compensating any of its sub-contractors under this Agreement.

4. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

County of Madera
Water and Natural Resources Dept.
200 West 4th Street
Madera, CA 93637

MAWA

Phil Janzen
Madera Ag Water Association
P.O. Box 773
Madera, CA 93639

With Copy to

Karen Scrivner, Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

5. **INSURANCE.** MAWA shall maintain the following insurance: General liability, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with additional-insured endorsement; Automobile liability, One Million Dollars (\$1,000,000.00); Worker's Compensation as required by California law.

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6. **CONFLICT OF INTEREST AND REPORTING.** MAWA shall at all times avoid any conflict of interest, or appearance of a conflict of interest, in performance of this Agreement. MAWA represents that MAWA and its officers and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement.

7. **CHANGE OF PERSONNEL.** COUNTY shall have the right to renegotiate this Agreement if project management staff as identified in the Scope of Work is changed.

8. **INDEPENDENT CONTRACTOR.** All services performed pursuant to this Agreement by MAWA shall be performed as an independent contractor. Under no circumstances shall MAWA, its officers, employees, or agents, look to COUNTY as its employer, or as a partner, agent, or principal. MAWA shall not be entitled to any benefits accorded to COUNTY's employees. MAWA shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder. MAWA shall pay, when and as due, any and all taxes incurred as a result of MAWA's compensation hereunder.

9. **PERFORMANCE OF SERVICES.** MAWA represents that it has the qualifications and ability to perform the services required under this Agreement. MAWA will perform such services with reasonable care and diligence, and in a professional manner according to accepted standards of its industry at the time and place the services are rendered. MAWA shall be solely responsible for the performance of the services hereunder, and shall receive no assistance, direction, or control from COUNTY. MAWA shall have sole discretion and control of its services and the manner in which performed. COUNTY retains the right to administer this Agreement so as to verify that MAWA is performing its obligations in accordance with the terms and conditions of the Agreement.

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10. **COMPLIANCE WITH APPLICABLE LAW.** MAWA shall use reasonable care and diligence to comply with the applicable federal, state, and local laws in performance of work under this Agreement.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, MAWA will not discriminate against any employee or applicant for employment on any basis prohibited by state or federal law including race, religion, creed, color, national origin, sex, age, or disability.

12. **OWNERSHIP AND RETENTION OF DOCUMENTS.** All reports and other documents prepared by MAWA pursuant to this Agreement shall become the property of COUNTY. COUNTY is entitled to full and unrestricted use of such reports and other documents for this Project. COUNTY may also retain the original of the reports and other documents upon request. COUNTY may reuse or modify the reports and documents without obligation for additional compensation to MAWA; provided that any reuse or modification shall be at the sole risk of the COUNTY. Nothing contained herein shall be deemed a transfer, assignment or divestiture by MAWA of its trade secrets, know-how or intellectual property.

13. **REMEDIES UPON BREACH.** If MAWA materially breaches the terms of this Agreement, COUNTY shall after written notice of the breach and after ten (10) days in which to cure the breach, have all of the following remedies:

14.01: Immediately terminate the Agreement with MAWA;

14.02: Retain the reports and other documents prepared by MAWA;

14.03: Complete the unfinished work under this Agreement with a different organization;

14.04: Charge MAWA with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due MAWA, had MAWA completed the work.

14. **SUCCESSION AND ASSIGNMENT.** This Agreement is binding on MAWA and its successors. Except as otherwise provided herein, MAWA shall not assign, sublet, or transfer its

interest in this Agreement, or any part thereof or delegate its duties hereunder without the prior written consent of the COUNTY.

15. **ENTIRE AGREEMENT.** This Agreement, any exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between MAWA and COUNTY with respect to the subject matter hereof, and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties herein.

16. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. Venue for any dispute arising under this Agreement shall be the Superior Court for the County of Madera, California.

17. **INDEMNITY.** To the fullest extent allowed by law, MAWA shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from loss, cost, expense (including attorney's fees), damage, claim, or liability caused by the negligence, gross negligence or willful misconduct in the performance of this Agreement by MAWA, its officers, employees, or agents, except to the extent that such damage, claim, or liability is proven to be caused by COUNTY's sole negligence or willful misconduct in its performance of this agreement. COUNTY will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

18. **SURVIVAL OF OBLIGATIONS.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the services hereunder and/or the termination of this Agreement.

19. **SEVERABILITY.** In the event that one or more provisions of this Agreement may be deemed unenforceable, the remainder of the Agreement shall continue in full force and effect.

20. **SECTION HEADINGS.** The section headings, enumeration, and sequence of sections appearing herein are for convenience purposes only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

21. **TIME OF ESSENCE.** Time is of the essence to this Agreement.

22. **FORCE MAJEURE.** Neither the COUNTY nor MAWA shall be liable to the other for damages or delay in performing under this Agreement, or for the direct or indirect costs resulting from such delay, arising out of labor strikes, riot, public disturbances, war, fire, accidents, extraordinary weather conditions, natural catastrophes, pandemic, or any other cause beyond the control of either party.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first

above-written.



COUNTY OF MADERA

David Blgers
Chairman, Board of Supervisors

ATTEST:

Ernie R. Anderson
Clerk, Board of Supervisors

MADERA AG WATER ASSOCIATION

By: Phil Jeppin
(Signature)

Phil Janzen
(Print Name)

Title: Board President

Approved as to Legal Form:
COUNTY COUNSEL

Michael R.

Digitally signed by: Michael R. Linden
DN: CN = Michael R. Linden email =
mlinden@lozanosmith.com C = US O
= LOZANO SMITH
Date: 2023.02.22 09:47:49 -08'00'

By: Linden

ACCOUNT NUMBER(S)

EXHIBIT A

Exhibit A: **Scope of Work**

General goal of the Multibenefit Agricultural Land Repurposing Plan:

Develop a **Multibenefit Agricultural Land Repurposing Plan** to reduce reliance on groundwater while providing regionally appropriate benefits, including community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits;

- Complete **project development and permitting** to generate implementation-ready projects to repurpose agricultural lands for funding consideration;
- **Implement land repurposing projects** that achieve multiple benefits;
- **Support capacity needs of partners** to achieve the deliverables of the grant;
- Conduct **outreach, education, and training** as needed to facilitate and build capacity to implement the above activities; and
- **Conduct monitoring** to ensure defined conservation outcomes from projects have been achieved and maintained for the agreed upon duration

NOTE: As part of the partnership in this grant – all Block Grant Participants must participate in all the following activities:

- An orientation
- Monthly check-in meetings with the Department
- Monthly block grant recipient webinars with the statewide support entity
- Quarterly progress report meetings with the Department and Agency Advisory Group Members

Initial Agreement Date: Through December 31, 2023

Initial Agreement Amount: \$50,000

Full Project Date: December 31, 2025

Full MAWA Project/Outreach Amount: \$150,000.00

Madera Ag Water Association

This partner agency MAWA will work with Madera County, accounting for up to \$150,000 of the project budget, on three elements of developing and implementing a local multi-benefit land repurposing program, including:

- Provide feedback on Multi-benefit Land Repurposing Plan (50K)
 - Review, edit, and mark up drafts
- Plan and conduct workshops for Multi-benefit Land Repurposing Plan (50K)
 - Facilitate engagement of farmers and other stakeholders in the process of designing the program
 - Conduct outreach on the program’s opportunities and benefits once the program is developed.
- Plan and conduct small group and one-on-one meetings (50K)
 - Facilitate engagement of farmers and other stakeholders in the process of designing the program
 - Conduct outreach on the program’s opportunities and benefits once the program is developed.

MADERA COUNTY CONTRACT NO. _____
(Amendment No. 1 to MAWA Agreement for Land Repurposing Plan)

THIS AMENDMENT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter "COUNTY") and MADERA AG WATER ASSOCIATION (hereinafter "MAWA").

RECITALS

The parties previously executed Madera County Contract No. 12465-23, on or about April 18, 2023 (the "Agreement") and the parties now desire to amend the Agreement, as set forth below.

AMENDMENTS

1. Section 1. (Term) of the Agreement is hereby amended to read as follows:

"1. **TERM**. This agreement will commence upon its execution by both parties and will end on December 31, 2024, unless sooner terminated."

2. Section 2. (Scope of Services) of the Agreement is hereby amended to add the following:

"2. **SCOPE OF SERVICES**. MAWA will perform the additional services in accordance with the Scope of Work, a copy of which is attached as Exhibit "A-1," and incorporated into this Agreement."

3. Section 3. (Compensation and Invoicing) of the Agreement is hereby amended to read as follows:

"3. **COMPENSATION AND INVOICING**. MAWA shall be compensated in an amount not to exceed One Hundred Thousand dollars (\$100,000.00). MAWA's compensation under this Agreement, including the rates

charged for work under this Agreement, shall not be increased without the written modification of this Agreement by the COUNTY and MAWA. Payments under this Agreement shall be made within thirty (30) days after MAWA's regular monthly invoicing. Payment obligations under this Agreement are contingent upon the receipt, in a form and substance acceptable to COUNTY, of the deliverables required under the Scope of Work. Also, MAWA shall be solely responsible for compensating any of its sub-contractors under this Agreement.”

4. Except as herein amended, all provisions of the Agreement shall continue in full force and effect.

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IN WITNESS WHEREOF the foregoing Amendment is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

MADERA AG WATER ASSOCIATION

Clerk, Board of Supervisors

By: Phil Janzen
(Signature)

Phil Janzen
(Print Name)

Approved as to Legal Form:
COUNTY COUNSEL
Laurie

By: Avedisian-Favini
Digitally signed by: Laurie Avedisian-Favini
DN: CN = Laurie Avedisian-Favini
email = lfavini@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 13:57:38 -0700

Title: President

ACCOUNT NUMBER(S)

EXHIBIT "A-1"

Exhibit A-1: Scope of Work

Madera Ag Water Association (MAWA) is a non-profit organization representing farmers operating in the undistricted areas of Madera County. MAWA works with its members, the Madera County Groundwater Sustainability Agency (GSA), and other stakeholders to find solutions to the water supply challenges facing farmers and to ensure the successful local implantation of Sustainable Groundwater Management Act (SGMA).

Background:

The goal of Multibenefit Agricultural Land Repurposing Program (MLRP) is to develop a **Multibenefit Agricultural Land Repurposing Plan and Program**, to reduce reliance on groundwater while providing regionally appropriate benefits, including community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits.

The current contract with MAWA is for one-year through December 31, 2023, and for \$50,000. This scope covers a second year from January 1, 2024, to December 31, 2024, and adds an additional \$50,000.00 for the second year. The work will include the following services:

Task 1: Project Management (corresponds to grant Task 8 and 9)

- Attend monthly check-in meetings with the Department of Conservation
- Attend monthly block grant recipient webinars with the statewide support entity.
- Attend Partner Meetings with Lead Consultant
- Travel to one "in-person/on-location" meeting once a year
- Attend other coordination meetings as needed.

Task 2: Feedback on Development of Multibenefit Plan (corresponds to grant Task 2)

Provide input on the design of the program:

- Provide feedback on Multi-benefit Land Repurposing Plan
 - Review, edit, and mark up drafts.

Task 3 Outreach: (corresponds to grant Tasks 3 and 4)

- Plan and conduct workshops and other outreach for Multibenefit Land Repurposing Plan.
 - Conduct outreach on the program's opportunities and benefits once the program is developed. This will include workshops, small group meetings, individual conversations, as well as technical assistance on program participation.
 - Utilize staff resources as necessary to ensure the success of the Multibenefit Land Repurposing Program.



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6.a

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, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL December 12, 2023

Chairman David Rogers

DEPARTMENT Board of Supervisors Department - District No. 1	DEPARTMENT CONTACT Mika Flores 559-662-6010	AGENDA ITEM 6.a DISCUSSION ITEMS:	
SUBJECT: Recognition of Matilda Torres Varsity Football Team	REQUIRED VOTE: N/A	DOC. ID NUMBER 10300	DATE REC'D 12/5/2023
STRATEGIC FOCUS AREA(S): Community			
<u>For Clerk of the Board's Office Use Only</u>			
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: PowerPoint/Supporting Documents: N/A		DOCUMENT NO(S).	

RECOMMENDED ACTIONS:

Recognition of the Matilda Torres High School Football Team as Division IV Valley Champions.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

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AGENDA ITEM SUBMITTAL December 12, 2023 Chairman David Rogers

DEPARTMENT Board of Supervisors Department - District No. 1		DEPARTMENT CONTACT Mika Flores 559-662-6010		AGENDA ITEM 6.b DISCUSSION ITEMS:	
SUBJECT: Recognition of Matilda Torres Varsity Boys Cross Country Team		REQUIRED VOTE: N/A	DOC. ID NUMBER 10301	DATE REC'D 12/5/2023	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: PowerPoint/Supporting Documents: N/A			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Recognition of the Matilda Torres High School Varsity Boys Cross Country Team as Division III Valley Champions.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

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AGENDA ITEM SUBMITTAL December 12, 2023 Chairman David Rogers

DEPARTMENT Board of Supervisors Department - District No. 5		DEPARTMENT CONTACT Melisa DaSilva 559-662-6050		AGENDA ITEM 6.c DISCUSSION ITEMS:	
SUBJECT: Proclamation for Sergeant Mark Stritzel		REQUIRED VOTE: N/A	DOC. ID NUMBER 10270	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: n/a PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Presentation of a Proclamation honoring Sergeant Mark Stritzel on his retirement from the Madera County Sheriff's Office.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

N/A

ATTACHMENTS

1. PROCLAMATION - MARK STRITZEL RETIREMENT

Proclamation

*December 12, 2023
Sergeant Mark Stritzel*

WHEREAS, Mark Stritzel was hired by the Madera County Sheriff's Office in 1990 as an extra help deputy in Eastern Madera County; and

WHEREAS, in 1991 he became a Field Training Officer, SWAT team member and Dive member where he remained an active member for 29 years; and

WHEREAS, in 1994 he became a member of MADNET for 5 years; and

WHEREAS, in 2000 he became a detective and in 2002 was promoted to Sergeant where he remained for 17 years; and

WHEREAS, of his many accolades, he has been assigned to the Problem Oriented Policing team for the past 2 years as well as an active Range Master for 10 years; and

WHEREAS, his passion has always been to help and teach others. His mission has always been to leave it better than you found it.

NOW, THEREFORE BE IT PROCLAIMED that the Board of Supervisors of the County of Madera does hereby proclaim that Mark Stritzel be commended for his long and distinguished record of public service and extend our best wishes for a rewarding and active retirement.

*David Rogers, Chairman
Supervisor, District 2*

*Jordan Wamhoff
Supervisor, District 1*

*Robert Poythress
Supervisor, District 3*

*Leticia Gonzalez
Supervisor, District 4*

*Robert Macaulay
Supervisor, District 5*

Attachment: PROCLAMATION - MARK STRITZEL RETIREMENT (10270 : Proclamation for Sergeant Mark Stritzel)



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AGENDA ITEM SUBMITTAL December 12, 2023 Chairman David Rogers

DEPARTMENT Board of Supervisors Department - District No. 5		DEPARTMENT CONTACT Melisa DaSilva 559-662-6050		AGENDA ITEM 6.d DISCUSSION ITEMS:	
SUBJECT: Proclamation for Patricia Retton		REQUIRED VOTE: N/A	DOC. ID NUMBER 10271	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Presentation of a Proclamation honoring Patricia Retton on her retirement from the Madera County Sheriff's Office.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

N/A

ATTACHMENTS

1. PROCLAMATION - PATRICIA RETTON RETIREMENT

Proclamation

December 12, 2023

Patricia Retton

WHEREAS, Patricia Retton is a native and lifelong resident of Madera County; and

WHEREAS, Patricia joined the Madera County Department of Corrections in December of 1983 with the responsibility of all inmate accounting duties, including commissary financial operations and developed a system for the daily reconciliation of inmate accounts; and

WHEREAS, in the early 2000's Patricia assumed the duties of the Office Services Supervisor including Purchasing, Budget, and other financial operations of the Jail; and

WHEREAS, Patricia has been involved in her community as an active member of the Thomas Jefferson Middle School Parent Club, and a founder and active member of the Stallion Athletic Boosters at Madera South High School; and

WHEREAS, she has been married to her husband Brian for 46 year and has 3 adult children; and

WHEREAS, Patricia's 40 years of institutional knowledge and commitment will be sorely missed as she enters retirement and the next chapter of her life.

NOW, THEREFORE BE IT PROCLAIMED that the Board of Supervisors of the County of Madera does hereby proclaim that Patricia Retton be commended for her long and distinguished record of public service and extend our best wishes for a rewarding and active retirement.

*David Rogers, Chairman
Supervisor, District 2*

*Jordan Wamhoff
Supervisor, District 1*

*Robert Poythress
Supervisor, District 3*

*Leticia Gonzalez
Supervisor, District 4*

*Robert Macaulay
Supervisor, District 5*

Attachment: PROCLAMATION - PATRICIA RETTON RETIREMENT (10271 : Proclamation for Patricia Retton)



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Department of Human Resources		DEPARTMENT CONTACT Michele May 559-675-7705		AGENDA ITEM 6.e DISCUSSION ITEMS:	
SUBJECT: 2023 Employee Service Credit Awards		REQUIRED VOTE: N/A	DOC. ID NUMBER 10284	DATE REC'D	
STRATEGIC FOCUS AREA(S): Employees					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: PowerPoint Presentation			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Presentation of Service Credit Awards to employees who have attained twenty-five (25) or more years of County service.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Each year's awards are given to employees who achieve five (5) year milestones of County service. For those employees with twenty-five (25) or more years of service, the Board of Supervisors gives special recognition through an awards ceremony. A list of those employees with twenty-five (25) or more years of service is attached.

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

1. Employee Service Recognition 12.2023



EMPLOYEE SERVICE RECOGNITION



EMPLOYEE SERVICE RECOGNITION

25 YEARS

BEHAVIORAL HEALTH

- David Torres, Central Services Worker

GENERAL SERVICES

- Joe Hernandez, Flood Control Maintenance Worker Supervisor

PROBATION - JUVENILE HALL

- Jose Pantoja, Deputy Chief Probation Officer



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EMPLOYEE SERVICE RECOGNITION

25 YEARS

PROBATION

- Feliciano Manzano, Senior Deputy Probation Officer

PUBLIC HEALTH

- Graciela Lucio, Public Health Education Assistant

SHERIFF

- Jason Clark, Sheriff's Commander



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EMPLOYEE SERVICE RECOGNITION 25 YEARS

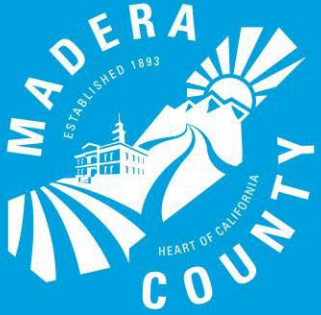
SOCIAL SERVICES

- Carmen Noval-Martinez, Program Manager I
- Cesar Mejia, Employment and Training Worker
- Cynthia Nelson, Office Assistant II
- Maria Villafan, Central Services Assistant
- Martee Brown, Eligibility Worker Supervisor



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EMPLOYEE SERVICE RECOGNITION

30 YEARS

PUBLIC WORKS

- Kenneth Crow, Road Construction and Maintenance Worker Supervisor

SOCIAL SERVICES

- Steve Duckworth, Deputy Director



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EMPLOYEE SERVICE RECOGNITION

40 YEARS

AGRICULTURAL COMMISSIONER/WEIGHTS & MEASURES

- Tammy Dodson, Program Assistant II

SHERIFF

- Patricia Retton, Administrative Analyst I



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EMPLOYEE SERVICE RECOGNITION 50 YEARS

COUNTY CLERK - RECORDER

- Rebecca Martinez, County Clerk - Recorder



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 6.f DISCUSSION ITEMS:	
SUBJECT: Road Impact Fee Program		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10288	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Information					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration to adopt a Resolution freezing the Road Impact Fee program at the 2023 rate for parcels not created by a final subdivision map.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

In 2022 the Board adopted the current Road Impact Fee Program which is set to be phased in over a three-year period. The first phase was 50% of the fee to be effective for all of 2023, the second phase will be 75% of the fee to become effective starting January 1, 2024, and 100% of the fee will go into effect January 1, 2025.

It is proposed that the current 2023 Road Impact Fee remain frozen for parcels created by parcel map as opposed to a final subdivision map (subdivisions creating five (5) or more parcels. In previous years of economic downturn, such as in 2009, the fee program was set at two rates; a lower rate for parcels created by parcel map and a higher rate for lots created by final subdivision map. This proposal is similar to the 2009 program.

The majority of the fees are being collected from the new development areas in Southeast Madera which have lots created by final subdivision maps. The fee freeze



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would not apply to those lots and the second phase of the program will become effective January 1, 2024, when permits are applied for. As an example, on how this fee freeze would impact the fee program, for permits where this freeze would be applicable only 79 permits of a total of 915 for the period of January 1, 2023, to December 4, 2023, were issued which were outside of the Specific Plan developments.

FISCAL IMPACT:

None.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 4: Public Information

ATTACHMENTS

1. Resolution

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2023 - _____
)
BOARD OF SUPERVISORS) A RESOLUTION PAUSING THE
) PHASED INCREASE OF CERTAIN
) ROAD IMPACT FEES
)
)
_____)

WHEREAS, the Board adopted Ordinance 367U on December 20, 2022, to establish and increase certain road impact fees; and

WHEREAS, at the time Ordinance 367U was adopted, the Board also approved a schedule for phasing in the approved road impact fee increases over a period of three (3) years; and

WHEREAS, on January 1, 2024, the road impact fees are scheduled to increase again according to the approved phasing schedule; and

WHEREAS, the Board has received a recommendation that good cause exists to freeze current road impact fees for certain projects, and therefore, has determined to pause the scheduled 2024 increase in road impact fees for certain projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, a political subdivision of the State of California, as follows:

1. The road impact fee increase now scheduled to take effect on January 1, 2024, shall not apply to parcels created by parcel maps which are approved in 2024 and, for such parcels, the 2023 road impact fees shall continue to apply. The scheduled 2024 road impact fee increases shall apply in all other cases.

Attachment: Resolution (10288 : Road Impact Fee Program)

* * * * *

The foregoing Resolution is adopted this _____ day of _____, 2023, by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____


Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By Bacigalupi  Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi
email = dbacigalupi@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.11.28 13:50:45 -08'00'

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COUNTY OF MADERA**

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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT County Administration/General Services Division		DEPARTMENT CONTACT Ambar Mojica 559-675-7703		AGENDA ITEM 6.g DISCUSSION ITEMS:	
SUBJECT: Fleet rate update		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10246	DATE REC'D	
STRATEGIC FOCUS AREA(S): Focus Area Not Defined (Explain)					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: PowerPoint Presentation			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration of approval of new Fleet Service Rates for all County departments. These new rates are not being imposed or collected from the public.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

On December 13, 2022, staff provided a presentation on the inflationary impacts on the County Fleet Rates. Staff recommended increasing the Fleet rates mid-year in an effort to fully recover the costs of managing the Fleet and to obtain a point of sustainability for the Fleet reserve following prior years losses. At that time, staff indicated that they would continue to monitor and evaluate the budgetary impacts of the new Fleet rates. Since that time, the Fleet fund has demonstrated recovery through decreases in gas prices and conservative spending. As a result, staff is recommending a decrease in the Fleet mileage rates as follows:

Vehicle	New Rate	Current Rate
Cars	1.09	1.43



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PU/Van/SUV w/o Eqp	1.17	1.53
PU/Van/SUV w/Eqp	1.47	1.84
SO Patrol - w/o Equip.	1.34	1.63
SO Detective PU - Equip	1.50	1.88
SO Patrol SUV/P/U- Eqp	1.79	2.05
SO Patrol PPU - Equip.	1.79	2.05

These rates will be retroactive to October 1, 2023.

FISCAL IMPACT:

A decrease in Fleet service rates will have positive budgetary impacts on all departments that utilize vehicles from the County Fleet reserve.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

Fleet service rates are not defined in the Strategic Plan, however an accurate representation of cost recovery for the Fleet reserve can have positive impacts on the Community and Public Safety. This would help to ensure that the Fleet is able to provide safe and reliable vehicles to all departments that utilize Fleet services.



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AGENDA ITEM SUBMITTAL December 12, 2023 Chairman David Rogers

DEPARTMENT County Administration Department		DEPARTMENT CONTACT Yvette Gomez 559-675-7700		AGENDA ITEM 6.h DISCUSSION ITEMS:	
SUBJECT: Resolution Approving Special Discretionary Funds Policy		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10303	DATE REC'D	
STRATEGIC FOCUS AREA(S): Focus Area Not Defined (Explain)					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration to adopt a Resolution approving a special discretionary funds policy.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

In the 2023-2024 County Budget and Special Revenue Budgets the County set a limit of \$10,000/Supervisory District for special discretionary expenses by County Board Members.

The Board is being asked to consider a policy that would allow the expenditure of these budgeted funds for important public purposes as determined appropriate by individual members of the Board of Supervisors.

The resolution and related policy includes the following:

1. An Policy Statement overview along with additional provisions that outline the general mechanism whereby the County of Madera can work together with community organizations to support local community events and functions with expenditures from the Special Discretionary Funds.



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2. An overview of the Policy Scope including generally allowable and prohibited expenditures.
3. The Special Discretionary Funds Policy shall be effective immediately upon adoption of the resolution.

ATTACHMENTS

1. Resolution Approving Special Discretionary Funds Policy 4856-1277-9925 2

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: _____
)
BOARD OF SUPERVISORS) A RESOLUTION OF THE MADERA
) COUNTY BOARD OF SUPERVISORS
) APPROVING A SPECIAL
) DISCRETIONARY FUNDS POLICY
_____)

WHEREAS, the Board has considered a policy that would allow the expenditure of certain budgeted funds for important public purposes as determined appropriate by individual members of the Board of Supervisors, subject to certain requirements and limitations; and

WHEREAS, the Board has reviewed the “Special Discretionary Funds Policy,” as shown in Exhibit “A” attached to this Resolution; and

WHEREAS, the Board has concluded that the “Special Discretionary Funds Policy” contains appropriate limits and safeguards to ensure that the budgeted funds that are spent under the policy will be spent for appropriate public purposes and will be subject to review.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

1. The “Special Discretionary Funds Policy,” as reflected in Exhibit “A” is hereby approved.
2. The “Special Discretionary Funds Policy” shall be effective immediately upon adoption of this Resolution.

* * * * *

The foregoing Resolution was adopted this _____ day of _____, 2023, by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: _____

EXHIBIT A

**County of Madera
Special Discretionary Funds Policy**

Policy Statement:

Special Discretionary Funds provide the mechanism whereby the County of Madera can work together with community organizations to support local community events and functions. These expenditures can be made from individual Supervisorial District budgets in accordance with general guidance as outlined below and with the appropriate approval of the donation to or expense in support of the event. All expenditures must be for a public purpose as generally outlined in Government Code section 26227.

General Policy:

The County has set a limit of \$10,000/Supervisorial District for special discretionary expenses by County Board Members, or such lesser amount as is approved by the Board during budget deliberations.

Scope:

The policy shall apply to all Board Members. When necessary, Board Members can designate someone to attend or arrange meetings in their place.

Generally Allowable Expenditures:

Sponsorship of community events or information fairs that include County departments or services.

Funding of County departments to perform services within the scope of their operations but for which their budgets are inadequate (such as street repairs; tree trimming, garbage cleanup in or affecting County right of ways, etc.)

Purchasing tables/meals at community events for County employees when the subject of that event includes recognition or involvement of County departments or services.

Purchasing tables/meals at County held events for individuals in the community with a connection to the purpose of the County held event. (e.g., Sheriff puts on a crime stoppers lunch and Supervisor sponsors family of an individual honored at the event; Probation sponsors ceremony honoring juveniles in the system who receive their degrees or GED, and Supervisor pays for an at-risk youth to attend.)

Sponsorship of blood drives or similar County-wide health related events (Public Health Department involvement is required).

Purchase of equipment or supplies for County operations or sponsored programs (e.g., recreational equipment for County Community Development Department program; set of books for County library.)

Generally Prohibited Expenditures:

Any expenditure that benefits an individual, entity or small group without any public purpose (e.g., cash gifts to individual; fixing an individual home not part of an overall County housing program; sponsoring a block party.)

Sponsorship of community events with no County or public-related purpose.

Any expenditures specifically prohibited by law such as contributions or purchasing tables/meals for any person at political events.

Purchasing admissions, tables, or meals for any person at community events that are not related to County departments or services.

Review Authority:

The initial review and approval of such claims shall be the County Counsel. Claims approved by the County Counsel shall be submitted to the Auditor-Controller for final review and payment subject to reasonable audit adjustments to conform to the requirements of this policy.

Specific Requirements:

- All expenses for special discretionary funds of this type shall be paid out of account 721900 – Special Departmental Expense.
- There is \$10,000/Supervisory District/per fiscal year unless the Board of Supervisors approves a lesser amount during budget hearing.

Questions-Application and Interpretation of Policy:

Questions concerning application and interpretation of this policy should first be directed to the County Counsel.

Public Records:

All documents, records, receipts, etc. supporting expenditures under this policy are public documents and available for inspection and copying by the public pursuant to the Public Records Act.



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Public Works Department/Administrative Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 6.i DISCUSSION ITEMS:	
SUBJECT: Cash Flow Loan for the Road Fund using one-time California High Speed Rail Authority settlement fund		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10277	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: Discu PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration to adopt a Resolution approving a cash flow loan for the Road Fund, Fund 1180 in the amount of \$3,000,000.00.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Road Fund cash flows all expenses related to maintenance and improvements of the County transportation network, including, but not limited to, large capital improvement projects, all reimbursable expenses related to Roads and Bridges, as well as all regular and routine maintenance and operations work.

Revenues to the Road Fund come primarily from two sources:

- Highway Users Tax Account (HUTA) funds, more commonly known as gas tax
- Local Transportation Fund (LTF), which comes from ¼-cent general state sales tax

In Fiscal Year 2017-2018 (FY 17/18), the County also began receiving revenues from the voter-approved Senate Bill 1 (SB-1) Road Maintenance and Rehabilitation Account (RMRA).



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For the Fiscal Year 2022-2023 (FY 22/23), the Road Fund received approximately \$6.17M in HUTA revenues, \$2.4M in LTF revenues, and \$6.75M in SB-1 RMRA revenues.

There are no General Fund revenues (i.e. County property taxes, Transient Occupancy Tax, etc.) contributed into the Road Fund.

Currently, the Road Fund has been heavily impacted with the expenses for emergency response and repairs from the winter storms in early 2023 along with planned capital improvement projects. To date, since the occurrence of the early 2023 storms, the Road Fund has expended roughly \$5M in Road Funds for emergency response operations (i.e. snow removal and flooding) and storm damage repairs, with an estimated \$3.5M in additional storm damage repair work still to be completed. There are also approximately \$30M in transportation capital projects currently in design or under construction, most of which are being paid for with federal or state reimbursement funding programs requiring payment before reimbursement, and which also have specific requirements for timely use of funds.

With these large expenditures being made from the limited funding available, the Road Fund is in need of a Cash Flow Loan to continue to pay for the routine and ongoing maintenance of the County's transportation network, along with continuing to deliver capital improvement projects on time and avoid jeopardizing reimbursement from state and federal funding programs.

The Cash Flow Loan requested helps bridge a gap between payments and reimbursements received. Public works staff are actively completing reimbursement requests to the appropriate funding agencies who administer the various funding programs and have been working with FEMA and CalOES in seeking reimbursement for the winter storm expenses. The average timeframe for reimbursement from transportation funding programs ranges from 60-90 days.

In February 2022, your Board authorized the use of the one-time California High Speed Rail Authority settlement funds for cash flow of capital projects. The High Speed Rail fund (1182) was recently used as a cash flow source to help advance the completion of the Road 200 Bridge project. The fund was reimbursed from Regional Measure T funds administered by the Madera County Transportation Authority (MCTA) once they became available. The Cash Flow loan being requested for the Road Fund would follow the same procedures.

The Department recommends approval of the resolution approving a cash flow loan for the Road Fund, Fund 1180 in the amount of \$3,000,000 to ensure continuity of road maintenance operations and delivery of transportation capital improvement projects.

OTHER AGENCY INVOLVEMENT:

Various federal and state agencies who administer funding programs.



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FISCAL IMPACT:

There is no fiscal impact to the General Fund. Revenues to Road Fund do not come from General Fund. The cash flow loan from HSR Fund (1182) will be reimbursed by the Road Fund (1180) as reimbursements for state and federal funding programs are received.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 3: Public Safety

Focus Area 6: Infrastructure

ATTACHMENTS

1. RESO - ROADS

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: _____
)
PUBLIC WORKS DEPARTMENT –) A RESOLUTION OF THE BOARD OF
ROADS) SUPERVISORS OF MADERA COUNTY
) APPROVING A CASH FLOW LOAN
) FOR ROADS/FUND 1180
)
_____)

WHEREAS, Roads/Fund 1180 is in need of a cash flow loan in the amount of Three Million Dollars (\$3,000,000); and

WHEREAS, Roads/Fund 1180 is prepared to pay back the cash flow loan with interest at one percent (1%), within a period of sixty (60) months; and

WHEREAS, the source of funds for the cash flow loan is Fund 1182.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

1. A cash flow loan for Roads/Fund 1180 is hereby approved in the amount of Three Million Dollars (\$3,000,000) with an interest rate of one percent (1%), and a term of sixty (60) months.

2. Roads/Fund 1180 shall repay the loan with interest at the rate set forth herein, within sixty (60) months.

3. A fund transfer in the amount of Three Million Dollars (\$3,000,000) from Fund 1182 is hereby approved to facilitate the loan.

//

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* * * * *

The foregoing Resolution was adopted this _____ day of _____, 2023, by the following vote:



Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@tozanosmith.com C =
US O = Lozano Smith
Date: 2023.11.17 15:23:16 -0800



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AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Public Works Department/Administrative Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 6.j DISCUSSION ITEMS:	
SUBJECT: Cash Flow Loan for Transit		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10279	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration to adopt a Resolution approving a cash flow loan for Transit Fund 6386 in the amount of \$1,200,000.00.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Transit program is in need of a Cash Flow Loan to purchase buses needed to make the County's fleet more efficient and replace older buses at the end of their life.

In total 6 buses will be ordered for roughly \$1,200,000. Three buses are conventional gas buses, and three buses are electric.

The Cash Flow Loan requested helps bridge a gap between purchase request, payment and reimbursement received. Once the purchase request is made, the buses will be custom built and not delivered for roughly 12-18 months. Once received and payment is made, reimbursement requests will be submitted immediately. Funding sources for the buses are SGR (State of Good Repair) and LCTOP (Low Carbon Transit Operation Program), both funded by the State.



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The High Speed Rail fund (1182) has previously loaned cash to help complete the Road 200 Bridge project. The loan was paid back once reimbursements were available. The Cash Flow loan being requested would follow the same procedures.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 6: Infrastructure

ATTACHMENTS

1. Resolution

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: _____
)
PUBLIC WORKS DEPARTMENT –) A RESOLUTION OF THE BOARD OF
TRANSIT PROGRAM) SUPERVISORS OF MADERA COUNTY
) APPROVING A CASH FLOW LOAN
) FOR TRANSIT FUND 6386
_____)

WHEREAS, the Transit Program/Fund 6386 is in need of a cash flow loan in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000); and

WHEREAS, the Transit Program/Fund 6386 is prepared to pay back the cash flow loan with interest at one percent (1%), within a period of sixty (60) months; and

WHEREAS, the source of funds for the cash flow loan is Fund 1182.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

1. A cash flow loan for the Transit Program/Fund 6386 is hereby approved in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) with an interest rate of one percent (1%), and a term of sixty (60) months.
2. The Transit Program/Fund 6386 shall repay the loan with interest at the rate set forth herein, within sixty (60) months.
3. A fund transfer in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) from Fund 1182 is hereby approved to facilitate the loan.

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Attachment: Resolution (10279 : Cash Flow Loan for Transit)

* * * * *

The foregoing Resolution was adopted this _____ day of _____, 2023, by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.17 15:16:13 -08'00'

Attachment: Resolution (10279 : Cash Flow Loan for Transit)



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6.k

AGENDA ITEM SUBMITTAL

December 12, 2023

Chairman David Rogers

DEPARTMENT Public Works Department/Engineering Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 6.k DISCUSSION ITEMS:	
SUBJECT: Ordinance Amending Section 10.36.010 to establish no parking restrictions on Trea		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10236	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Public Information					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: ORD NO. 690B PowerPoint/Supporting Documents: Ordinance			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Introduction of an ordinance amending Section 10.36.010 of Chapter 10.36 of the Madera County Code by adding Subsection S thereto related to parking restrictions on Treasure Hills Drive frontage roads within the Tesoro Viejo Development, **waive the reading and set the second reading for January 9, 2024.**

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Treasure Hills Drive was dedicated for public use as a part of Tract 273 Tesoro Viejo Hillside back in December 2017. It is classified as a Collector road combined with either single or a double two-way frontage roads at various locations throughout its entire length in Tesoro Viejo neighborhood. The Homeowner Association (HOA) has expressed an ongoing concern with having multiple vehicles illegally parked on the median side of these frontage roads, occupying the travel lane, blocking the opposite traffic flow, and creating traffic hazards. The HOA has reached out to the Department requesting for no parking restrictions at these locations by painting the curbs red. See Exhibit "A" for the requested no parking restriction locations.

Pursuant to Madera County Code (MCC) Section 10.36.010, the local authority, under its jurisdiction, has the authority to restrict parking with the placement of no-parking



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signs and/or markings on public roads if it constitutes a traffic hazard. In addition, the California Vehicle Code (CVC) Section 21458 also states whenever the local authorities enact the local parking regulations, only certain colors shall be used upon curbs. Only red paint can be used on curbs to indicate no stopping, standing, or parking, whether the vehicle is attended or unattended, except that a bus may stop in a red zone marked or signposted as a bus loading zone.

Upon approval of this ordinance amendment, the Deputy Public Works Director is authorized to proceed with painting the existing curbs red at various locations on Treasure Hills Drive as shown in Exhibit "A".

The Homeowner Association has agreed to take on the responsibility of providing routine maintenance of these new painted curbs at their sole expense. There will be no additional cost incurred by the CSA-22E Tesoro Viejo budget.

The no parking restrictions shall become effective and enforceable thirty (30) days from approval.

OTHER AGENCY INVOLVEMENT:

California Highway Patrol (CHP) and Madera County Sheriff.

FISCAL IMPACT:

There will be no fiscal impact to the Road Fund or the CSA-22E Tesoro Viejo budget.

FUNDING SOURCES:

To be paid by Homeowners Association Fee

ANNUAL COST:

To be paid by Homeowners Association Fee.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 3: Public Safety

Focus Area 4: Public Information

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA AMENDING SECTION 10.36.010 OF CHAPTER 10.36 OF THE MADERA COUNTY CODE BY ADDING SUBSECTION S THERETO RELATED TO PARKING RESTRICTIONS

NOW THEREFORE, THE MADERA COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 10.36.010 of Chapter 10.36 of Title 10 of the Madera County Code is hereby amended by adding Subsection S thereto which shall read as follows and as shown in Exhibit "A" attached hereto:

S. On the median side of single and double two-way residential frontage roads on Treasure Hills Drive from Redrock Drive to Horizon Drive.

SECTION 2. This Ordinance shall take effect thirty (30) days after its adoption and publication and after appropriate signs giving notice of the no parking areas established by this Ordinance have been erected.

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Attachment: Ordinance (10236 : Ordinance Amending Section 10.36.010 to establish no parking restrictions on Trea)

* * * * *

The foregoing Ordinance was adopted this _____, day of _____, 2023 by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

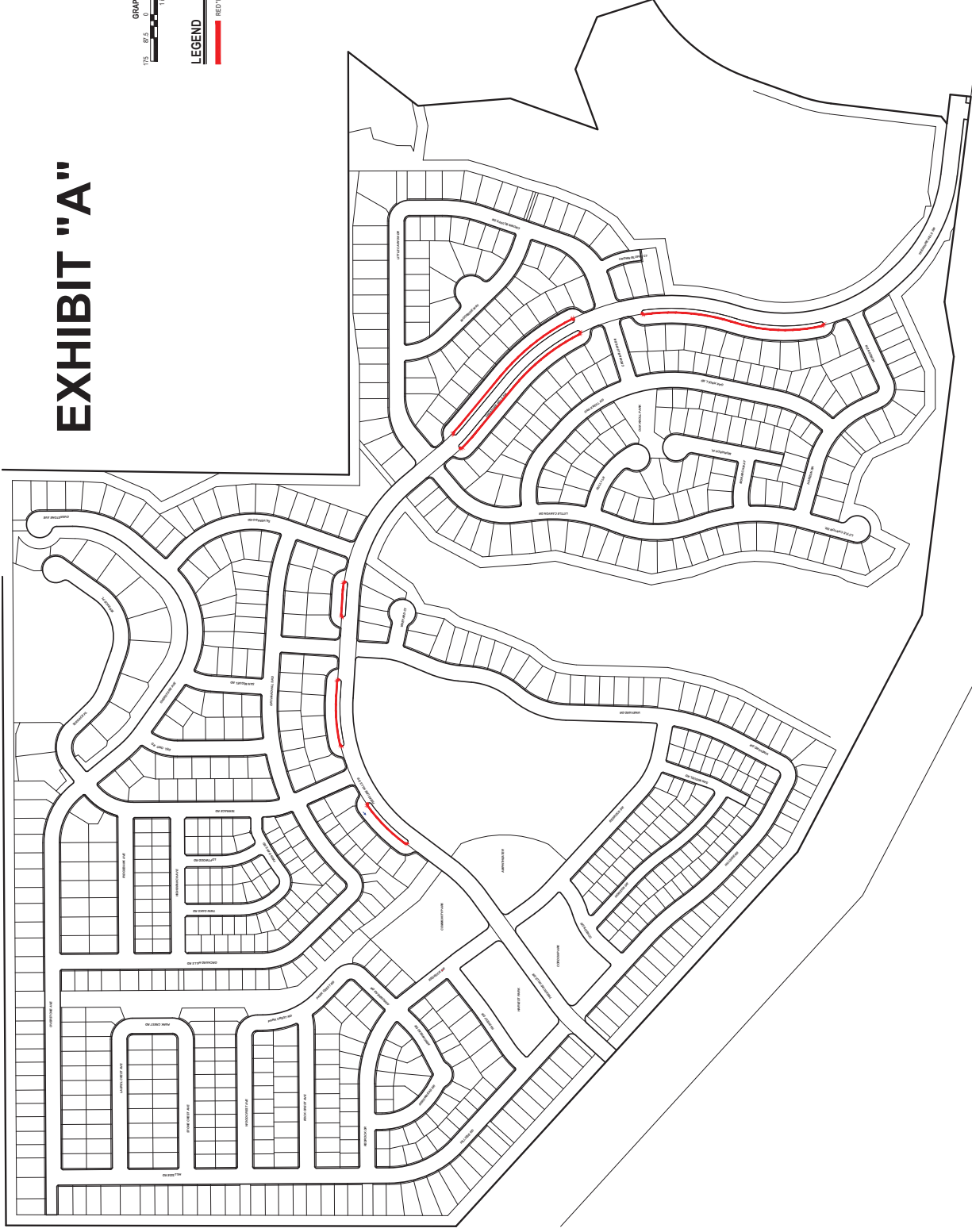
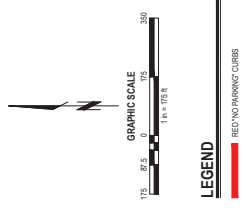
Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.16 14:23:37 -08'00'

Attachment: Ordinance (10236 : Ordinance Amending Section 10.36.010 to establish no parking restrictions on Trea)

EXHIBIT "A"

EXHIBIT "A"



 <p>MORTON & PITALO, INC. CIVIL ENGINEERS • LAND PLANNING • LAND SURVEYING Folsom • Sacramento • Fresno 2400 Sacramento Blvd., Suite 400 Sacramento, CA 95833 phone: 916.486.7412 survey email: info@mpeng.com • web: www.mpeng.com</p>	<p>COMPUTED</p>	<p>SCALE:</p>	<p>BENCH MARK</p>	<p>DATE: OCTOBER 25, 2023</p>
	<p>DESIGNED</p>	<p>HORIZ. 1" = 175'</p>	<p>175</p>	<p>SHEET 1</p>
<p>DRAWN</p>	<p>VERT. 1" = N/A</p>	<p>N/A</p>	<p>DATE: OCTOBER 25, 2023</p>	
<p>PROJ. ENGR.</p>	<p>1</p>	<p>1</p>	<p>EXHIBIT FOR</p>	
<p>12-0224-00</p>	<p>TESORO VIEJO</p>	<p>HILLSIDE</p>	<p>NO PARKING EXHIBIT</p>	
<p>MADERA COUNTY, CALIFORNIA</p>	<p>1</p>	<p>1</p>	<p>1</p>	

Attachment: Ordinance (10236 : Ordinance Amending Section 10.36.010 to establish no parking restrictions on Trea)

NOT FOR CONSTRUCTION



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6.1

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Behavioral Health Services		DEPARTMENT CONTACT Melissa Torres 559-673-3508		AGENDA ITEM 6.1 DISCUSSION ITEMS:	
SUBJECT: Opioid Settlement Funds Spending Plan For Madera County		REQUIRED VOTE: N/A	DOC. ID NUMBER 10175	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: PowerPoint/Supporting Documents: PowerPoint Presentation			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Presentation on the Opioid Settlement Funds Spending Plan for Madera County.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

On July 21, 2021, California Attorney General Rob Banta announced the final settlement agreements with prescription opioid manufacturer Janssen Pharmaceuticals and pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen (the Janssen and Distributors, or J&D Settlement) that will provide substantial funds for the abatement of the opioid epidemic in California. Funds must be used for activities tied to the ending, reduction or lessening the effects of the opioid epidemic in communities and include prevention, intervention, harm reduction, treatment, and recovery services. No less than fifty percent (50%) of the funds received in each calendar year will be used for High Impact Abatement Activities.

Allowable expenditures include creating new or expanded substance use disorder (SUD) treatment infrastructure, addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD, interventions to prevent drug addiction in vulnerable youth, expand training for first responders, schools, community support



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groups, and families, and provide comprehensive wrap-around services to individuals with Opioid and Substance Use Disorders.

FISCAL IMPACT:

There will be no impact to the County's General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

This contract meets the goal of the Strategic Focus Area of Health by expanding opioid-related services to Madera County residents.

ATTACHMENTS

1. OSF Phase I Spending Plan BOS Item 12-12-23 BHS cmp
2. OSF Spending Plan Power Point Presentation BOS 12-12-23 cmp



Attachment: OSF Phase I Spending Plan BOS Item 12-12-23 BHS cmp (10175 : Opioid Settlement Funds Spending Plan For Madera County)



OPIOID SETTLEMENT FUNDS SPENDING PLAN FY 2023-2025

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Spending Plan for Opioid Settlement (OSF) Funds	8
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PLANNING COMMITTEE

Giachino Chiaramonte, Chief, City of Madera Police Department

Chris Childers, Chief Probation Officer, Madera County Probation Department

Brian Estes, Assistant Sheriff, Madera County

Deborah Martinez, Director, Madera County Department of Social Services

Dr. Cecilia Massetti, Superintendent, Madera County Schools

Mattie Mendez, Executive Director, Community Action Partnership of Madera County

Sally Moreno, District Attorney, Madera County

Connie Moreno-Peraza, Director, Madera County Department of Behavioral Health Services

Jennifer Mullikin, Madera County Behavioral Health Advisory Board, Chair, SUD Committee

Dr. Simon Paul, Public Health Officer, Madera County Department of Public Health

Tyson Pogue, Sheriff, Madera County Sheriff Department

Orianna Walker, Indian Child Welfare Act, Chukchansi

Facilitator: Sara Bosse, Director, Madera County Department of Public Health

Lead Agency: Connie Moreno-Peraza, Director, Madera County Department of Behavioral Health

PLANNING PROCESS

A Multi-Department Planning Committee comprised of key stakeholder was convened with representatives from Law Enforcement, Sheriff, District Attorney, Behavioral Health Advisory Board SUD Chair, Schools, Social Services, Community Action Partnership, Indian Child Welfare, Chukchansi, Public Health, and Probation.

Six planning meeting were held and facilitated by Sara Bosse, Director, Madera County Public Health Department, as a non-voting member. As a certified and experienced facilitator, she used a consensus building model to ensure for a neutral, objective, and transparent process that helped identify key priority areas. Meetings took place on the following dates:

- September 27, 2023
- October 9, 2023,
- October 24, 2023
- November 7, 2023
- November 21, 2023
- November 27, 2023

The Multi-Department Planning Committee provided input and guidance and voted on the top funding priority recommendations for Madera County Board of Supervisors. These priorities were selected based on review of data, review of best practices and evidence-based practices from the different sectors, review of the county's behavioral health substance use disorders wait times data, program capacity, and county wide needs in the continuum of care. These priorities were also selected as an initial investment by Madera County.

OPIATES IN MADERA COUNTY AND CALIFORNIA

The Opioid crisis a huge public health concerns that has had detrimental consequences affecting families across the nation and locally in our community.

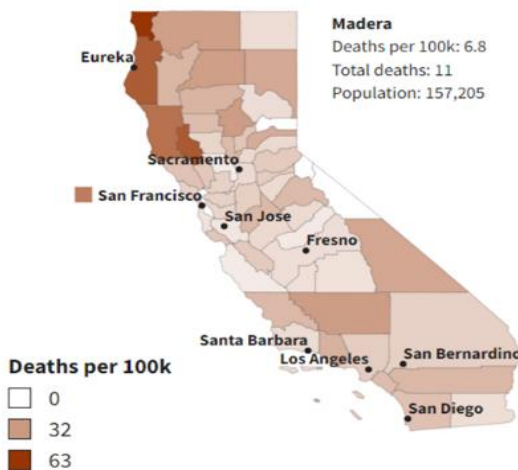
In just three years, between 2019 and 2021, California's opioid-related deaths spiked 121%, according to the state's health department. Most of these deaths were linked to fentanyl, an extremely potent synthetic opioid.

In Madera County, 11 deaths were reported in 2022 and to date we have an average of 8.1 overdoses per week in 2023.

Overdoses by county

Any opioid Fentanyl Deaths Emergency department visits

Hover/tap a county

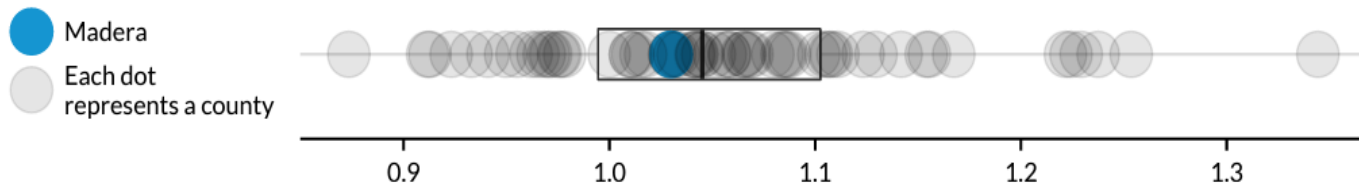


Note: Data is preliminary for the last 12 months, as of 2022 Q3. County is based on place of residence. Sources: [California Overdose Surveillance Dashboard](#), [Dept. of Finance](#)

California County Spotlight: Madera County, March 19, 2018

- In 2016, an estimated 5.7 percent of people ages 12 years and older (7,438 people) misused opioids in Madera, and 1.0 percent of people (1,339 people) had an opioid use disorder (OUD),^a defined as opioid abuse or dependence. Approximately one-fifth of those who misuse opioids have an OUD.
- The county had 7 opioid overdose deaths in 2016.
- There are 1,004 to 1,163 people with OUD in the county without local access to opioid agonist treatment (i.e. buprenorphine or methadone). Since there are no regulatory barriers to naltrexone and counseling treatments, this snapshot focuses on agonists.

Percent of the Population 12 Years and Older with Opioid Use Disorder (Abuse or Dependence) in California Counties, Highlighting Madera^b



OPIATE SETTLEMENT FUNDS

- California has joined multiple national lawsuits against manufacturers, distributors, and other entities responsible for aiding the opioid epidemic and anticipates receiving funds from future opioid judgments. The majority of this money will be used for opioid abatement activities.
- On July 21, 2021, a \$26 billion offer to settle was made by opioid manufacturer Janssen Pharmaceuticals (parent company of Johnson & Johnson) and the "big three" distributors, McKesson, AmerisourceBergen, and Cardinal Health ("the Distributors") to resolve their liabilities in over 3,000 opioid crisis-related lawsuits nationwide. It's estimated that California will receive approximately \$2.05 billion from the Janssen and Distributors Settlement Agreements through 2038.
- Proposed multistate settlements with opioid manufacturers Teva and Allergan and pharmacies Walmart, Walgreens, and CVS (collectively, the Pharmacies) are pending.

SPENDING PLAN RECOMMENDATIONS

Priority #1: Increase Access to SUD Treatment Capacity to Reduce Opiate Addiction and Other Substance Use Disorders

- Increase Treatment Capacity and Access to Substance Use Disorders by Using Centralized Access and Crisis Line (559) 673-3508
- Utilize ASAM Comprehensive Assessment & Level of Care Placement Tool
- Utilize Evidence Based Intensive Outpatient Matrix Model Intensive, 5 Months Program, Specialty Treatment Tracks including Opiate Use Disorders, Methamphetamine, Alcohol, & Marijuana
- Implement Aftercare Relapse Prevention Services
- Implement Drug Testing as Therapeutic Intervention & Level of Care Placements
- Provide Care Coordination, Warm Hand Offs, Linkage, & Case Management Services
- Use Multi-Disciplinary Team Meetings for Efficient & High-Quality Care Planning
- Use Case Client Conferences for Accountability & Investment in Treatment & Recovery
- Provide SUD Services to 60 Individuals Per Year

Priority #2: Sustain C.O.P.E. Initiative to Reduce Overdoses & Implement SUD System Navigator to Track Madera County Residents in Area Hospital EDs

- Coordinate and support all county wide COPE activities with multiple departments and organizations such as BHS, PH, DSS, Sheriff, and community agencies to reduce opiate overdoses in Madera County and save lives.
- Organize Alerts for Communities to be Prepared to Address Overdoses
- Coordinate Communications and Information to Communities with CAO PIT Team
- Develop COPE Newsletter & Keep Community Informed and Key Leaders
- Incorporate Updates in County Website for Transparency to the Community
- Provide Outreach and Medication Education
- Convene Overdose Death Review Panel
- Provide Community Group for Peer Support and Mentoring
- Develop Communications Strategy
- Provide Linkage to Treatment, Case Management, and Other Services to Madera Patients in Hospital Emergency Department

SPENDING PLAN RECOMMENDATIONS

Priority #3: Implement Keepin' It R.E.A.L. Program by Madera County Sheriff Department

- Hire Deputy Sheriff and Certify as Keepin' It R.E.A.L. Instructor
- Keepin' It R.E.A.L. is an evidence-based substance use prevention program designed to strengthen protective factors that prevent substance use and abuse. It's a 10-week program, with 45-minute lessons
- Implement Keepin' It R.E.A.L. county wide
- Evaluate Program effectiveness
 - Prepare Report on Number of Schools and Students Served
 - Keepin' It REAL Pre-Post assessments
 - Pre-Post assessments measures changes in knowledge, attitudes, and skills among students

Priority #4: Create Monitoring Systems to Track Outcomes & Costs of Each Priority

- Establish administrative analyst position to create monitoring systems to track outcomes and costs associated with the funding priorities
- Develop data collection system under each priority to guide future investment decision-making and seeking additional investment
- Develop MOU with hospitals and/or agencies serving the client populations under each funding priority to coordinate care and services
- Develop annual report on performance outcomes

Priority #5: Invest Opiate Settlement Funds Towards a One Time County Match Requirement for Construction of CSU and Sobering Center

- Use half of the OSF Allocation towards a One Time Match Requirement for the CSU/Sobering Center Construction Costs
- OSF Trust Fund will be replenished annually over a period of 18 years with 80% of the funds coming in the first 3 years
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OPIOID SETTLEMENT FUNDS SPENDING PLAN

FTE		COST
Substance Abuse Counselor	1 FTE	\$90,309.00
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TOTAL		\$1,520,315.00

Note: State and federal funds will be leveraged by MCDDBHS, including Medi-Cal and prevention, to off-set some of the costs associated with this spending plan.

PHASE I IMPLEMENTATION TIMELINE

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Prepare and Submit DHCS OSF Annual Expenditure Report	September 2024



THANK YOU.

DEPARTMENT OF BEHAVIORAL HEALTH SERVICES



OPIOID SETTLEMENT FUNDS SPENDING PLAN BOARD OF SUPERVISORS DECEMBER 12, 2023



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PLANNING PROCESS

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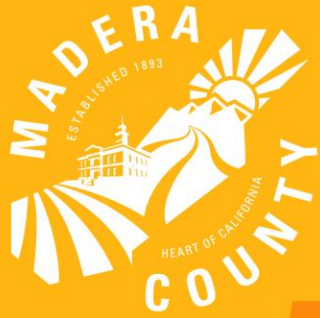
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OPIOID EPIDEMIC IN CALIFORNIA AND MADERA COUNTY

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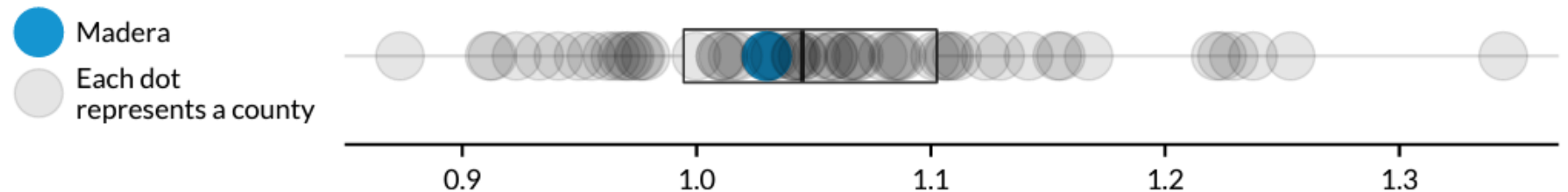


HUMAN IMPACTS WITH OPIOID EPIDEMIC IN MADERA COUNTY

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County Measure

All opioid overdose deaths, 2016^c

7 deaths; 4.5 per 100,000 people



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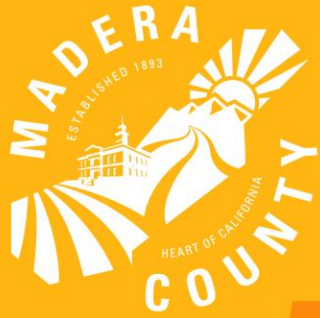
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TOTAL		\$1,520,315.00

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PHASE I IMPLEMENTATION TIMELINE

Convene Monthly Multi-Department Meetings	January 2024
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AGENDA ITEM SUBMITTAL
BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY

December 12, 2023
Chairman David Rogers

DEPARTMENT Department of Water and Natural Resources		DEPARTMENT CONTACT Emily Garcia 559-662-8015		AGENDA ITEM 6.m DISCUSSION ITEMS:	
SUBJECT: Chowchilla Subbasin Growers MOU		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10299	DATE REC'D	
STRATEGIC FOCUS AREA(S): Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration of entering into an Agreement with the Chowchilla Subbasin Growers (CSG) to establish a Domestic Well Mitigation Program for a portion of the Chowchilla Subbasin in the Madera County Groundwater Sustainability Agency (GSA) and to develop a working relationship between Madera County GSA and CSG and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Chowchilla Subbasin Growers (CSG) aim to establish themselves as a California special district, representing an area in the Chowchilla Subbasin. They plan to achieve this by obtaining formal approval from the Local Agency Formation Commission (LAFCO) to become a Groundwater Sustainability Agency (GSA).

The County GSA expresses its intent to support CSG in this endeavor and collaborate on managing groundwater in alignment with the Chowchilla Groundwater Sustainability Plan (GSP). Both parties commit to addressing the impacts on domestic wells resulting from declining groundwater levels due to GSP activities through a Domestic Well Mitigation Program (Program).



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The CSG agrees to annually fund the Program on a per acre basis at a rate of \$16.89/acre, consistent with the list of APNs of CSG members provided in Exhibit B. This agreement signifies a collaborative effort to implement the Sustainable Groundwater Management Act (SGMA) and achieve groundwater sustainability.

This Memorandum of Understanding (MOU) outlines a collaboration between the parties involved, requiring biannual meetings with two representatives from each party. The meetings aim to facilitate the achievement of groundwater sustainability goals in Madera County. Topics for discussion include the Domestic Well Mitigation Program, Recharge Projects, Land fallowing or repurposing, Purchases of water, and other sustainable groundwater management implementations. Additionally, the meetings will cover LAFCO options, status, and progress, collection of funds, changes in represented acres, penalties, and potential grants. The meetings serve as a primary platform for the County GSA to provide input and for the parties to collectively work towards GSP goals.

FISCAL IMPACT:

There is no impact to the general fund as this the Program's financial support comes from CSG, and the funds will be securely stored and managed in an account with interest, overseen by the Chowchilla Water District GSA.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 6: Infrastructure

ATTACHMENTS

1. CSG MOU - Signed
2. CSG MOU - Unsigned

MADERA COUNTY CONTRACT NO. _____

**MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL
MITIGATION PROGRAM FOR A PORTION OF THE CHOWCHILLA SUBBASIN
OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN AND TO
DEVELOP A WORKING RELATIONSHIP BETWEEN MADERA COUNTY GSA
AND THE CHOWCHILLA SUBBASIN GROWERS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2023 (the “Effective Date”), by and between the Madera County GSA – Chowchilla (Madera County), and the Chowchilla Subbasin Growers (CSG), a mutual benefit corporation, collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

A. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and

B. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and

C. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and

Attachment: CSG MOU - Signed (10299 : Chowchilla Subbasin Growers MOU)

D. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and

E. **WHEREAS**, CSG represents a service area listed in Exhibit B and intends to become a California special district by seeking formal LAFCO approval in order to become a GSA, and Madera County intends to support CSG's efforts to become a water district and GSA which are intended to manage groundwater consistent with the Chowchilla GSP within the Exhibit B service area; and

F. **WHEREAS**, on January 29, 2020, the County submitted a GSP to DWR; and

G. **WHEREAS**, the Parties agree that for the purposes of this MOU, "Domestic Wells" shall be limited to individual private domestic wells and to develop a working relationship between Madera County GSA and the Chowchilla Subbasin Growers; and

H. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin; and

I. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP in a Domestic Well Mitigation Program (Program) and work collaboratively to implement SGMA and achieve groundwater sustainability.

//

//

AGREEMENT

1. **PROPORTIONATE SHARE.** The CSG agree to fund the Program annually on a per acre basis, at the rate of \$16.89/acre, consistent with the list of APNs of members of the CSG set forth in Exhibit B. The CSG shall not be responsible for other SGMA-costs pertaining to properties not listed in Exhibit B. Other parties in the County GSA will contribute the Program using the same rate and MOU process. Any fees or penalties collected by the GSA from non-CSG members within the Exhibit B area will be allocated to well mitigation.

2. **ACCOUNTING.** Annual funding for the Program shall be placed in an interest-bearing account managed by one of the GSAs, currently Chowchilla Water District or another party identified by the GSAs.

3. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.

4. **COLLABORATION AND REVIEW.** Not less than twice per year, the Parties shall meet at a location convenient to both. Each party to this MOU will select 2 representatives to attend the meetings. Scheduling of the meetings will be subject to the Parties availability. This meeting is the primary method for the County GSA to provide input and for the Parties to collectively achieve the goals of the GSP in Madera County.

Meeting topics and goals include:

- Domestic Well Mitigation Program;
- Recharge Projects;
- Land fallowing or land repurposing;
- Purchases of water;
- Other implementation of sustainable groundwater management;

- LAFCO options, status and progress;
- Collection of funds; changes in acres represented;
- Penalties; and
- Potential grants.

5. **IN-KIND SERVICES.** Each Party is likely to provide in-kind services and subsequently incur in-kind costs as part of continued program development and management. Said costs shall be the responsibility of each Party unless otherwise agreed to by the Parties.

6. **FAILURE TO PAY.** Recognizing the importance of this Program, the Parties agree to the following potential actions should any Party fail to pay consistent with Section 1:

a. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.

b. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

c. The Parties agree that penalties collected within the Chowchilla Subbasin of the County GSA shall be used to fund Domestic Well Mitigation within the Chowchilla Subbasin.

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7. **TERM.** The Program shall begin no later than January 1, 2024, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved or until CSG becomes a GSA and adopts its own GSP, whichever comes first.

8. **NOTICES.** All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

COUNTY

Stephanie Anagnoson
County of Madera
200 West 4th Street
Madera, CA 93637

CHOWCHILLA SUBBASIN GROWERS (CSG)

C/O Laurie Ringeisen
216 Chowchilla Blvd, Suite B
Chowchilla, CA 93610

With Copy to

Clerk of the Board
Madera County
Board of Supervisors
200 West 4th Street
Madera, CA 93637

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or

overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

CHOWCHILLA SUBBASIN GROWERS
(CSG)


Clerk, Board of Supervisors

By: 
(Signature)

Approved as to Legal Form:
COUNTY COUNSEL

Jay Mahil
(Print Name)

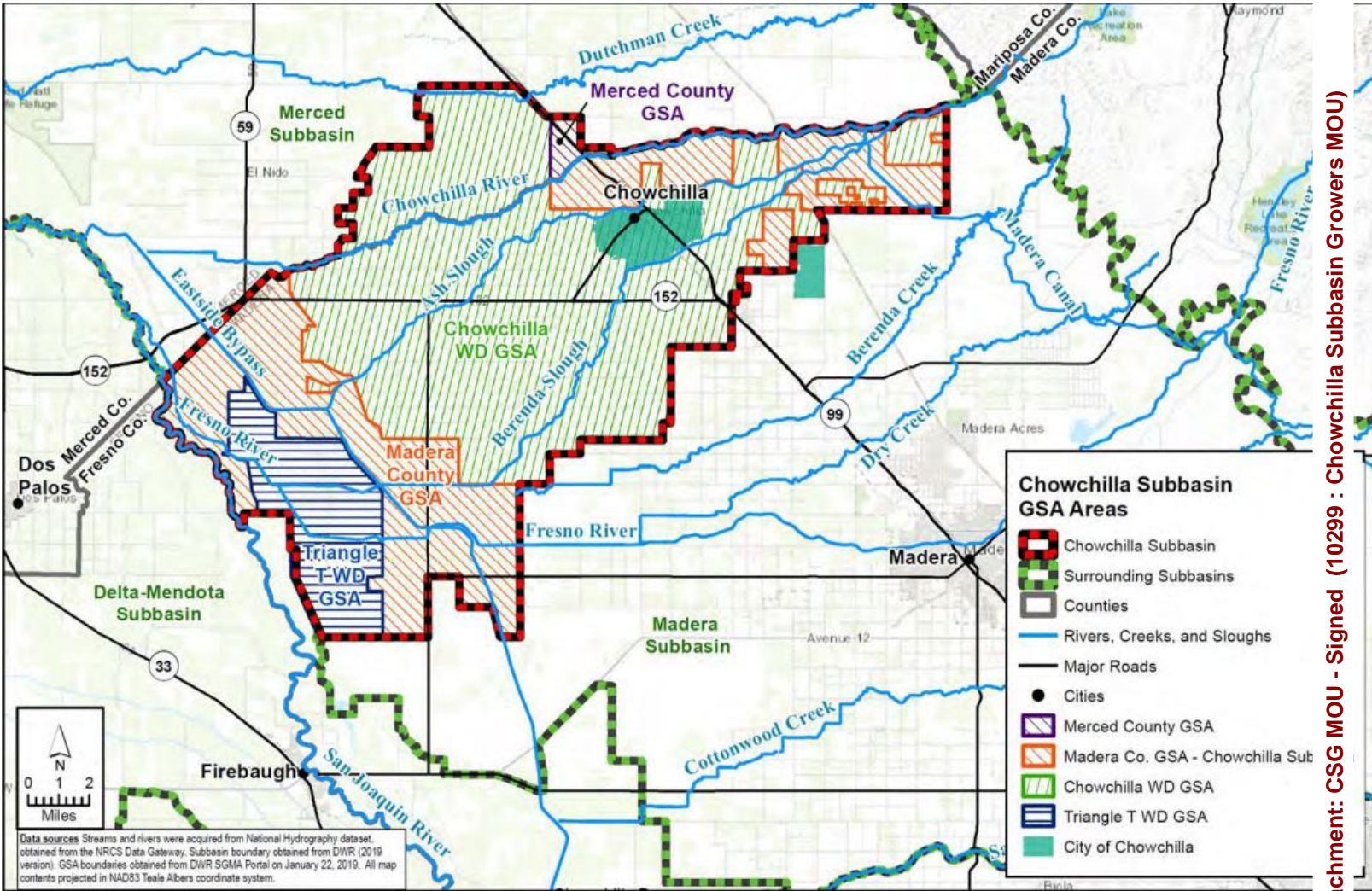
Dale E.
By: Bacigalupi

 Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
O = Lozano Smith
Date: 2023.12.05 11:23:18 -08'00'

Title: Chairman

ACCOUNT NUMBER(S)

Exhibit A



Attachment: CSG MOU - Signed (10299 : Chowchilla Subbasin Growers MOU)

Exhibit B

APN	ACRES	OWNER
026-010-003	350.09	1000 CHOWCHILLA INC
026-020-001	71.87	1000 CHOWCHILLA INC
026-080-001	321.06	1000 CHOWCHILLA INC
026-120-016	116.74	1000 CHOWCHILLA INC
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030-112-010	70.73	CHADWICK & LAILA BURGDORFF
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022-150-002	231.42	COSTA VIEW FARMS #2

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030-112-012	39.39	DURHAM GROVES LP
030-080-003	320.81	FAGUNDES
030-090-003	318.17	FAGUNDES
030-130-006	2.5	FAGUNDES
030-130-007	2.5	FAGUNDES
030-130-019	2.76	FAGUNDES
030-130-026	2.76	FAGUNDES
030-130-029	10.79	FAGUNDES
030-130-031	19.6	FAGUNDES
030-130-032	16.04	FAGUNDES
030-130-033	18.8	FAGUNDES
030-130-035	38.9	FAGUNDES
030-130-036	30.55	FAGUNDES
030-130-037	2.76	FAGUNDES
030-130-038	4.84	FAGUNDES
030-130-039	11.1	FAGUNDES
030-130-040	323.45	FAGUNDES
030-140-003	2.5	FAGUNDES

030-140-004	5	FAGUNDES
030-140-007	38.8	FAGUNDES
030-140-008	38.77	FAGUNDES
030-140-011	41	FAGUNDES
030-140-012	39.8	FAGUNDES
030-140-013	40.1	FAGUNDES
030-140-014	375.9	FAGUNDES
022-130-006	166.29	FARMERS INTERNATIONAL INC
022-140-005	15.27	FARMERS INTERNATIONAL INC
022-200-005	160	FARMERS INTERNATIONAL INC
022-210-006	81.6	FARMERS INTERNATIONAL INC
022-210-009	151.08	FARMERS INTERNATIONAL INC
020-032-015	104.6	FRANK COELHO & SONS
030-161-001	318.48	GARY & MARCIA SCHUH
030-031-017	199.51	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-011	96	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-015	12.42	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-112-006	36.56	GREENWORK FARMS LLC
022-060-002	6.29	GREGORY & JENNIFER HOOKER
022-070-005	170.53	GREGORY & JENNIFER HOOKER
022-070-006	181.67	GREGORY & JENNIFER HOOKER
020-100-015	7.88	HARRIS FARMS LP
020-100-031	65.68	HARRIS FARMS LP
020-100-037	352.84	HARRIS FARMS LP
020-100-038	50.34	HARRIS FARMS LP
020-100-039	11.77	HARRIS FARMS LP
030-120-023	9.75	HERITAGE ORCHARDS LLC
021-140-017	86.28	HOOKER RANCH LP
021-140-042	40.27	HOOKER RANCH LP
021-140-044	89.71	HOOKER RANCH LP
022-050-005	81.01	HOOKER RANCH LP
022-050-007	278.8	HOOKER RANCH LP
022-060-004	4.4	HOOKER RANCH LP
022-060-006	595.65	HOOKER RANCH LP
022-070-001	269.32	HOOKER RANCH LP
022-070-008	24.17	HOOKER RANCH LP
022-080-002	282.89	HOOKER RANCH LP

043-030-020	255.49	IEST FAMILY FARMS
043-042-001	632.92	IEST FAMILY FARMS
043-083-005	13.3	IEST FAMILY FARMS
043-091-006	589.94	IEST FAMILY FARMS
026-010-002	222	JENNIFER BLISS ETAL
022-200-007	25	KARUN SAMRAN
043-023-005	55	KARUN SAMRAN
043-024-005	160	KARUN SAMRAN
043-024-006	158.79	KARUN SAMRAN
043-030-015	13.52	KARUN SAMRAN
043-030-029	79.02	KARUN SAMRAN
043-030-030	85.79	KARUN SAMRAN
043-073-003	158.79	KARUN SAMRAN
043-073-011	99.07	KARUN SAMRAN
043-073-012	58.61	KARUN SAMRAN
030-062-018	24	KILLADA PISTACHIO GROVES
030-042-010	76.4	LAURIE KUBICEK TRUSTEE
023-190-005	291.9	MICHAEL & ANDREA MCREE TRUSTEE
023-200-001	305.71	MICHAEL & ANDREA MCREE TRUSTEE
020-031-004	334.88	MICHAEL & WENDY VANDER DUSSEN
020-130-008	76.37	N&W LAND CO LLC
020-130-012	561.28	N&W LAND CO LLC
027-040-014	38.6	PACIFIC ORCHARDS LLC
027-040-017	478.02	PACIFIC ORCHARDS LLC
030-161-003	79.75	PACIFIC ORCHARDS LLC
030-062-017	20	PERALTA PISTACHIO GROVES
030-070-029	331.08	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-017	38.87	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-033	38.2	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-161-004	79.75	RICHARD JURA TRUSTEE
030-161-005	79.75	RICHARD JURA TRUSTEE
030-161-006	79.75	RICHARD JURA TRUSTEE
043-075-006	238.8	SAMAR PISTACHIO RANCH
020-160-002	110.96	SAMARA RANCHES MADERA LLC
021-070-017	211.04	SAMARA RANCHES MADERA LLC
021-070-031	19.73	SAMARA RANCHES MADERA LLC
030-010-006	106.87	SAN JOAQUIN FIGS INC

030-050-007	140.00	SAN JOAQUIN FIGS INC
030-112-011	39.39	SANTA FE GROVES LP
030-112-013	47.99	SANTA FE GROVES LP
020-160-014	234.82	SCOTT WICKSTROM
021-070-011	7.38	SCOTT WICKSTROM
021-070-026	3.14	SCOTT WICKSTROM
030-061-003	36.66	SEQUOIA HOLDING INC
021-140-005	36.93	SHAWN & MIRANDA DILL TRUSTEE
021-140-006	61.44	SHAWN & MIRANDA DILL TRUSTEE
030-061-016	37.2	SHAWN COBURN TRUSTEE
030-061-017	38.21	SHAWN COBURN TRUSTEE
043-025-002	160.08	SOHAN & MANDEEP SAMRAN TRUST
043-026-002	320.16	SOHAN & MANDEEP SAMRAN TRUST
043-092-006	414.2	TRI IEST DAIRY
043-073-006	80	VERWEY INV LP
043-074-003	120	VERWEY INV LP
043-075-005	158.8	VERWEY INV LP
043-076-003	238.2	VERWEY INV LP
043-083-001	539.75	VERWEY INV LP
043-083-002	19.2	VERWEY INV LP
043-091-004	1.84	VERWEY INV LP
043-091-005	6.89	VERWEY INV LP
043-074-004	200	WILLIAM LITTLETON JR
043-076-005	397	WILLIAM LITTLETON JR

23,971.38 Total Acreage

MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL MITIGATION PROGRAM FOR A PORTION OF THE CHOWCHILLA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN AND TO DEVELOP A WORKING RELATIONSHIP BETWEEN MADERA COUNTY GSA AND THE CHOWCHILLA SUBBASIN GROWERS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2023 (the “Effective Date”), by and between the Madera County GSA – Chowchilla (Madera County), and the Chowchilla Subbasin Growers (CSG), a mutual benefit corporation, collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

A. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and

B. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and

C. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and

D. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and

E. **WHEREAS**, CSG represents a service area listed in Exhibit B and intends to become a California special district by seeking formal LAFCO approval in order to become a GSA, and Madera County intends to support CSG's efforts to become a water district and GSA which are intended to manage groundwater consistent with the Chowchilla GSP within the Exhibit B service area; and

F. **WHEREAS**, on January 29, 2020, the County submitted a GSP to DWR; and

G. **WHEREAS**, the Parties agree that for the purposes of this MOU, "Domestic Wells" shall be limited to individual private domestic wells and to develop a working relationship between Madera County GSA and the Chowchilla Subbasin Growers; and

H. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin; and

I. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP in a Domestic Well Mitigation Program (Program) and work collaboratively to implement SGMA and achieve groundwater sustainability.

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AGREEMENT

1. **PROPORTIONATE SHARE.** The CSG agree to fund the Program annually on a per acre basis, at the rate of \$16.89/acre, consistent with the list of APNs of members of the CSG set forth in Exhibit B. The CSG shall not be responsible for other SGMA-costs pertaining to properties not listed in Exhibit B. Other parties in the County GSA will contribute the Program using the same rate and MOU process. Any fees or penalties collected by the GSA from non-CSG members within the Exhibit B area will be allocated to well mitigation.

2. **ACCOUNTING.** Annual funding for the Program shall be placed in an interest-bearing account managed by one of the GSAs, currently Chowchilla Water District or another party identified by the GSAs.

3. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.

4. **COLLABORATION AND REVIEW.** Not less than twice per year, the Parties shall meet at a location convenient to both. Each party to this MOU will select 2 representatives to attend the meetings. Scheduling of the meetings will be subject to the Parties availability. This meeting is the primary method for the County GSA to provide input and for the Parties to collectively achieve the goals of the GSP in Madera County.

Meeting topics and goals include:

- Domestic Well Mitigation Program;
- Recharge Projects;
- Land fallowing or land repurposing;
- Purchases of water;
- Other implementation of sustainable groundwater management;

- LAFCO options, status and progress;
- Collection of funds; changes in acres represented;
- Penalties; and
- Potential grants.

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COUNTY

Stephanie Anagnoson
County of Madera
200 West 4th Street
Madera, CA 93637

CHOWCHILLA SUBBASIN GROWERS (CSG)

C/O Laurie Ringeisen
216 Chowchilla Blvd, Suite B
Chowchilla, CA 93610

With Copy to

Clerk of the Board
Madera County
Board of Supervisors
200 West 4th Street
Madera, CA 93637

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

CHOWCHILLA SUBBASIN GROWERS
(CSG)

By: _____
(Signature)

Approved as to Legal Form:
COUNTY COUNSEL

(Print Name)

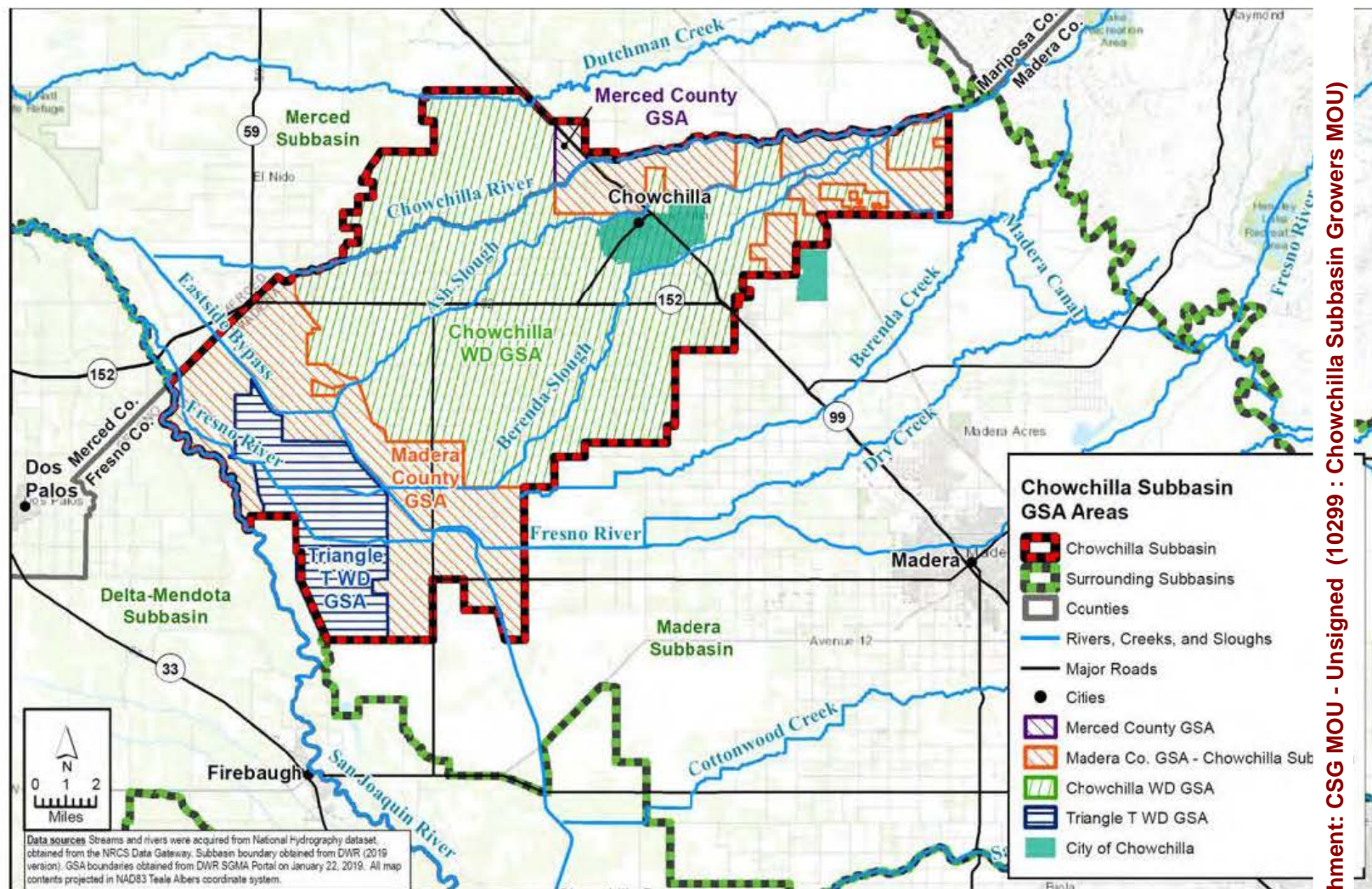
By: _____

Title: _____

ACCOUNT NUMBER(S)

Attachment: CSG MOU - Unsigned (10299 : Chowchilla Subbasin Growers MOU)

Exhibit A



Attachment: CSG MOU - Unsigned (10299 : Chowchilla Subbasin Growers MOU)

Exhibit B

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030-032-019	89.60	DENISE MARTIN TRUSTEE-HIDDEN RIVER RANCH
030-112-012	39.39	DURHAM GROVES LP
030-080-003	320.81	FAGUNDES
030-090-003	318.17	FAGUNDES
030-130-006	2.5	FAGUNDES
030-130-007	2.5	FAGUNDES
030-130-019	2.76	FAGUNDES
030-130-026	2.76	FAGUNDES
030-130-029	10.79	FAGUNDES
030-130-031	19.6	FAGUNDES
030-130-032	16.04	FAGUNDES
030-130-033	18.8	FAGUNDES
030-130-035	38.9	FAGUNDES
030-130-036	30.55	FAGUNDES
030-130-037	2.76	FAGUNDES
030-130-038	4.84	FAGUNDES
030-130-039	11.1	FAGUNDES
030-130-040	323.45	FAGUNDES
030-140-003	2.5	FAGUNDES

030-140-004	5	FAGUNDES
030-140-007	38.8	FAGUNDES
030-140-008	38.77	FAGUNDES
030-140-011	41	FAGUNDES
030-140-012	39.8	FAGUNDES
030-140-013	40.1	FAGUNDES
030-140-014	375.9	FAGUNDES
022-130-006	166.29	FARMERS INTERNATIONAL INC
022-140-005	15.27	FARMERS INTERNATIONAL INC
022-200-005	160	FARMERS INTERNATIONAL INC
022-210-006	81.6	FARMERS INTERNATIONAL INC
022-210-009	151.08	FARMERS INTERNATIONAL INC
020-032-015	104.6	FRANK COELHO & SONS
030-161-001	318.48	GARY & MARCIA SCHUH
030-031-017	199.51	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-011	96	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-015	12.42	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-112-006	36.56	GREENWORK FARMS LLC
022-060-002	6.29	GREGORY & JENNIFER HOOKER
022-070-005	170.53	GREGORY & JENNIFER HOOKER
022-070-006	181.67	GREGORY & JENNIFER HOOKER
020-100-015	7.88	HARRIS FARMS LP
020-100-031	65.68	HARRIS FARMS LP
020-100-037	352.84	HARRIS FARMS LP
020-100-038	50.34	HARRIS FARMS LP
020-100-039	11.77	HARRIS FARMS LP
030-120-023	9.75	HERITAGE ORCHARDS LLC
021-140-017	86.28	HOOKER RANCH LP
021-140-042	40.27	HOOKER RANCH LP
021-140-044	89.71	HOOKER RANCH LP
022-050-005	81.01	HOOKER RANCH LP
022-050-007	278.8	HOOKER RANCH LP
022-060-004	4.4	HOOKER RANCH LP
022-060-006	595.65	HOOKER RANCH LP
022-070-001	269.32	HOOKER RANCH LP
022-070-008	24.17	HOOKER RANCH LP
022-080-002	282.89	HOOKER RANCH LP

043-030-020	255.49	IEST FAMILY FARMS
043-042-001	632.92	IEST FAMILY FARMS
043-083-005	13.3	IEST FAMILY FARMS
043-091-006	589.94	IEST FAMILY FARMS
026-010-002	222	JENNIFER BLISS ETAL
022-200-007	25	KARUN SAMRAN
043-023-005	55	KARUN SAMRAN
043-024-005	160	KARUN SAMRAN
043-024-006	158.79	KARUN SAMRAN
043-030-015	13.52	KARUN SAMRAN
043-030-029	79.02	KARUN SAMRAN
043-030-030	85.79	KARUN SAMRAN
043-073-003	158.79	KARUN SAMRAN
043-073-011	99.07	KARUN SAMRAN
043-073-012	58.61	KARUN SAMRAN
030-062-018	24	KILLADA PISTACHIO GROVES
030-042-010	76.4	LAURIE KUBICEK TRUSTEE
023-190-005	291.9	MICHAEL & ANDREA MCREE TRUSTEE
023-200-001	305.71	MICHAEL & ANDREA MCREE TRUSTEE
020-031-004	334.88	MICHAEL & WENDY VANDER DUSSEN
020-130-008	76.37	N&W LAND CO LLC
020-130-012	561.28	N&W LAND CO LLC
027-040-014	38.6	PACIFIC ORCHARDS LLC
027-040-017	478.02	PACIFIC ORCHARDS LLC
030-161-003	79.75	PACIFIC ORCHARDS LLC
030-062-017	20	PERALTA PISTACHIO GROVES
030-070-029	331.08	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-017	38.87	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-033	38.2	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-161-004	79.75	RICHARD JURA TRUSTEE
030-161-005	79.75	RICHARD JURA TRUSTEE
030-161-006	79.75	RICHARD JURA TRUSTEE
043-075-006	238.8	SAMAR PISTACHIO RANCH
020-160-002	110.96	SAMARA RANCHES MADERA LLC
021-070-017	211.04	SAMARA RANCHES MADERA LLC
021-070-031	19.73	SAMARA RANCHES MADERA LLC
030-010-006	106.87	SAN JOAQUIN FIGS INC

030-050-007	140.00	SAN JOAQUIN FIGS INC
030-112-011	39.39	SANTA FE GROVES LP
030-112-013	47.99	SANTA FE GROVES LP
020-160-014	234.82	SCOTT WICKSTROM
021-070-011	7.38	SCOTT WICKSTROM
021-070-026	3.14	SCOTT WICKSTROM
030-061-003	36.66	SEQUOIA HOLDING INC
021-140-005	36.93	SHAWN & MIRANDA DILL TRUSTEE
021-140-006	61.44	SHAWN & MIRANDA DILL TRUSTEE
030-061-016	37.2	SHAWN COBURN TRUSTEE
030-061-017	38.21	SHAWN COBURN TRUSTEE
043-025-002	160.08	SOHAN & MANDEEP SAMRAN TRUST
043-026-002	320.16	SOHAN & MANDEEP SAMRAN TRUST
043-092-006	414.2	TRI IEST DAIRY
043-073-006	80	VERWEY INV LP
043-074-003	120	VERWEY INV LP
043-075-005	158.8	VERWEY INV LP
043-076-003	238.2	VERWEY INV LP
043-083-001	539.75	VERWEY INV LP
043-083-002	19.2	VERWEY INV LP
043-091-004	1.84	VERWEY INV LP
043-091-005	6.89	VERWEY INV LP
043-074-004	200	WILLIAM LITTLETON JR
043-076-005	397	WILLIAM LITTLETON JR

23,971.38 Total Acreage



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

7.a

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 7.a PUBLIC HEARINGS:	
SUBJECT: Amended Final Tract Map No. 311 – SUBF #2023-005, Creekside Village 3		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10274	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Hearing to consider adoption of a Resolution approving the application of Creekside RM, LLC for a subdivision final map amendment of Tesoro Viejo, Creekside Village 3, Tract No. 311 and approving a related Notice of Exemption under the California Environmental Quality Act (CEQA) pursuant to sec. 15268 of the California Public Resources Code (PRC).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

On August 2, 2022 the Board of Supervisors adopted a resolution approving Final Subdivision Map Tract 311 of Tesoro Viejo, Creekside Village 3, authorized the Chief Clerk of the Board to sign and record Final Subdivision Map Tract 311 of Tesoro Viejo, Creekside Village 3, entered into an Improvement Agreement with CREEKSIDE RM, LLC to defer improvements and authorize the Chairman to sign the necessary documents to affect the agreement, authorized the Chief Clerk of the Board to record a Covenant and Agreement Regarding Restricting Transfers of Real Property for Final Subdivision Map Tract 311 of Tesoro Viejo, Creekside Village 3 and allowed the recording of the Right to Farm Notice for Final Subdivision Map Tract 311 of Tesoro Viejo, Creekside Village 3.



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

The applicant is proposing to amend the dimensions and alignments of lots, outlots, and streets shown on the Creekside Final Map of Tesoro Viejo Tract No. 311. The proposed modification includes the following lots and outlots: Lots: 40 - 60, 114 OUTLOTS: G, J, K, Streets: CREEKSIDE AVE, COBBLE CREEK DRIVE. Outlot K has changed its designation from the original recorded version.

Per the Madera County Municipal Code (17.84.030) modifications can be made to a final map after it is recorded upon findings that there are changed circumstances make any or all of the conditions of the map no longer appropriate or necessary and:

1. The modifications do not impose any additional burden on the present fee owner of the property;
2. The modifications do not alter any right, title or interest in the real property reflected on the recorded map;
3. The map as modified conforms to the provisions of Government Code Section 66474, in that the modification to the map would not require denial of the map.

On November 7, 2023, the Planning Commission considered this map as required by Section 17.84.030 of the Madera County Code and recommended approval by a 4-0-1 vote.

FISCAL IMPACT:

None

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

ATTACHMENTS

1. Resolution- SUBF 2023-005
2. Creekside Village 3 Amended Final Map
3. Final Map
4. Notice of Exemption

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>PCR 2023-</u>
)	
CREEKSIDE RM, LLC	)	RESOLUTION APPROVING THE
AMENDED SUBDIVISION FINAL MAP	)	APPLICATION OF CREEKSIDE RM, LLC
SUBF #2023-005	)	FOR A SUBDIVISION FINAL MAP
	)	AMENDMENT AND APPROVING A
	)	RELATED NOTICE OF EXEMPTION
	)	UNDER THE CALIFORNIA
_____	)	ENVIRONMENTAL QUALITY ACT

WHEREAS, the Board of Supervisors at a regular meeting in the Madera County Government Center, 200 West Fourth Street, Madera, California on Tuesday, December 12, 2023, held a duly noticed public hearing to consider the application of CREEKSIDE RM, LLC to amend a Subdivision Final Map; and

WHEREAS, County staff has presented substantial factual information regarding the tentative subdivision map; and

WHEREAS, the hearing was to consider the application of Creekside RM, LLC to amend the dimensions and alignments of lots, outlots, and streets shown on the Creekside Final Map of Tesoro Viejo Tract No. 311. The proposed modification includes the following lots: 40 – 60 and 114, Outlots: G, J, K, street alignments of Creekside Avenue and Cobble Creek Drive, and Outlot K designations has changed to future developments; and

WHEREAS, the properties 081-110-008, 081-412-006 through -012, 081-413-010 through -023 are located on the southwest corner of Enchanted Hill Drive and Mulberry Road (no situs), Madera, and

Attachment: Resolution- SUBF 2023-005 (10274 : Amended Final Tract Map No. 311 – SUBF #2023-005, Creekside Village 3)

WHEREAS, the property is zoned TV-MDR (Tesoro Viejo-Median Density Residential), and TV-LDR (Tesoro Viejo – Low-Density Residential); and

WHEREAS, a draft Notice of Exemption was also considered; and

WHEREAS, the Board of Supervisors has considered all public testimony and information presented during the public hearing regarding this item.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors finds as follows:

1. A Notice of Exemption under the California Environmental Quality Act is approved.

2. The modifications do not impose any additional burden on the present fee owner of the property. The applicant came forward with the request for the amendment and would not impose any additional burden. All previous covenants or improvement agreements will remain in effect.

3. The modifications do not alter any right, title or interest in the real property reflected on the recorded map. The current lots in Tract 311 remain under common ownership.

4. The map as modified conforms to the provisions of Government Code Section 66474, in that the modification to the map would not require denial of the map. The proposed map meets all requirements of Government Code Section 66474 and Title 17 of the Madera County Code.

5. As a result of Findings 1 – 4, the Amended Subdivision Final Map is approved, subject to the applicable conditions.

6. Upon approval by the Board of Supervisors , and when the subdivider has fully complied with all requirements of law, having filed with the Board Clerk the agreement and bond, or deposit, as to required construction and improvements, unless previously provided in connection with the original final map, and also approved as to form and sufficiency by the county surveyor as per Madera County Code Section 17.84.050, the Board Clerk shall present said amended final map to the County Recorder as per Madera County Code Section 17.84.060 and thereafter record the same with the county recorder, when and not before the subdivider has deposited with the county recorder the required fee.

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The foregoing Resolution was adopted this _____ day of _____ 2023,
by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.12.01 09:08:52 -08'00'

SUBDIVIDER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE, OR INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION FOR PUBLIC STREETS, PUBLIC UTILITY, AND PRIVATE UTILITY PURPOSES THOSE CERTAIN STRIPS OF LAND DESIGNATED ON THIS MAP:

CREEKSIDE RM, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
ROBERT A. McCAFFREY
MANAGER / CHIEF EXECUTIVE OFFICER

BY: _____
BRENT M. McCAFFREY
PRESIDENT

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27, OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014 PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

SURVEYED AND PLATTED IN AUGUST, 2021
BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 1 OF 17 SHEETS

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CREEKSIDE RM, LLC ON JUNE 1, 2021. I HEREBY STATE THAT ALL THE SUBDIVISION BOUNDARY MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, THAT ALL THE INTERIOR MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS AFTER THE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED _____

JEROME R. JONES
P.L.S. 4922



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, APPLICABLE STATUTES, AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED _____

GARLAND R. SHAW II
P.L.S. 4837

PLANNING COMMISSION STATEMENT

I, MATTHEW TREBER, SECRETARY OF THE MADERA COUNTY PLANNING COMMISSION, HEREBY STATE THAT THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP.

DATED _____

MATTHEW TREBER
SECRETARY OF MADERA COUNTY
PLANNING COMMISSION

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON _____, BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

PROPERTY IS SUBJECT TO:

SEE SHEET 2

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON _____, BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

CLERK OF THE BOARD'S STATEMENT

I, KAREN POGUE, CLERK OF THE BOARD OF SUPERVISORS OF MADERA COUNTY, HEREBY STATE THAT THE BOARD OF SUPERVISOR'S BY RESOLUTION DULY ADOPTED ON _____, 2022, APPROVED THE WITHIN MAP, ABANDONED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION PREVIOUSLY DEDICATED AND NOTED FOR ABANDONMENT WITHIN THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. ACCEPTANCE OF THIS OFFER OF DEDICATION DOES NOT CONSTITUTE ACCEPTANCE OF THE PROPERTY DESCRIBED INTO THE COUNTY ROAD SYSTEM PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 941.

DATED _____

KAREN POGUE
CLERK OF THE BOARD OF SUPERVISOR'S

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2022, AT _____ .M., IN BOOK _____ OF MAPS, AT PAGES _____, MADERA COUNTY RECORDS, AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. _____

FEE: \$ _____

REBECCA MARTINEZ
MADERA COUNTY CLERK-RECORDER

BY _____
DEPUTY COUNTY RECORDER

Doc: 20220408000107-CREEKSIDE LAND PLANNING 188-1200-JUN03050107WORKINGFINAL MAP-CREEKSIDE PHASE 2 3/20/2022 10:40:11 AM - Shared 08/18/23 11:53 AM - ADVERT: Please Do Not Delete - KODOLY

Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Map No. 311 - SUBJ #2023-005, Creekside Village 3)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.

CONSISTING OF 17 SHEETS
SHEET 2 OF 17 SHEETS

REFERENCES

- () R1..... MEASURED AND RECORD DATA PER AMENDED TESORO VIEJO TRACT NO. 269,
RECORDED IN BK. 63 OF MAPS, PGS. 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.
- () R2..... MEASURED AND RECORD FROM LLA 2018-014 GRANT DEED 2018020685, O.R.M.C.

BASIS OF BEARINGS:

THE SOUTHEAST PROPERTY LINE OF OUTLOT 6A (BEING ALSO THE
CENTERLINE OF ENCHANTED HILLS DRIVE) OF AMENDED TRACT NO. 269,
RECORDED IN BOOK 63 OF MAPS, PAGES 132 THROUGH 157, INCLUSIVE,
MADERA COUNTY RECORDS, IS TAKEN TO BE NORTH 45°00'41" EAST AS
SHOWN ON SAID TRACT MAP.

EASEMENT ABANDONMENT:

PURSUANT TO SECTION 66445 (J) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS
AND PORTIONS OF EASEMENTS LYING WITHIN THE BOUNDARY OF THIS SUBDIVISION ARE
PROPOSED TO BE ABANDONED:

1. 40' WIDE ROAD EASEMENT PER DEED RECORDED IN BK. 22, PG. 256
2. 40' PUBLIC HIGHWAY EASEMENT PER DEED RECORDED IN BK 100, PG 39
3. 60' OFFER OF DEDICATION TO MADERA COUNTY FOR PUBLIC HIGHWAY AND PUBLIC
UTILITY PURPOSES BK 1854, PG 471 BK 1854, PG 474 BK 1854, PG 478
4. OUTLOT 7A, OUTLOT 8A AND OUTLOT 12A WERE OFFERED AS IRREVOCABLE OFFER OF
DEDICATION TO THE COUNTY OF MADERA PER AMENDED FINAL MAP OF TRACT NO. 269, LARGE
LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER
17, 2017 IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY
RECORDS.
5. OUTLOT 7B AND OUTLOT 7D WERE OFFERED FOR PRIVATE SLOPE PURPOSES PER AMENDED
FINAL MAP OF TRACT NO. 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE
FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017 IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH
157, INCLUSIVE, MADERA COUNTY RECORDS.
6. OUTLOT 7C WAS OFFERED FOR PRIVATE INGRESS AND EGRESS, PRIVATE UTILITY,
PRIVATE LANDSCAPING AND PUBLIC UTILITY PURPOSES PER AMENDED FINAL MAP OF TRACT
NO. 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF,
RECORDED OCTOBER 17, 2017 IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE,
MADERA COUNTY RECORDS.
7. OUTLOT 7E AND OUTLOT 8E DEFINES EXISTING PUBLIC COUNTY ROAD KNOWN AS ROAD
204 PER AMENDED FINAL MAP OF TRACT NO. 269, LARGE LOT FINAL MAP OF TESORO VIEJO,
ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017 IN BOOK 63 OF MAPS, AT
PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF MADERA, STATE OF
CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 20, 21, AND 27 OF THE AMENDED FINAL MAP OF TRACT NO 269, LARGE LOT FINAL MAP OF TESORO
VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017, AS DOCUMENT NO.
2017026466, IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

TOGETHER WITH OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF THE AMENDED FINAL MAP OF TRACT NO
269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER
17, 2017, AS DOCUMENT NO. 2017026466, IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE,
MADERA COUNTY RECORDS.

ALSO TOGETHER WITH RESULTANT PARCEL B OF LOT LINE ADJUSTMENT NO. 2018-014, AS DESCRIBED IN
GRANT DEED RECORDED SEPTEMBER 14, 2018, AS DOCUMENT NO. 2018020685 IN THE OFFICE OF THE
MADERA COUNTY RECORDER, BEING A PORTION OF OUTLOT 8E OF THE AMENDED FINAL MAP OF TRACT NO
269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL THAP THEREOF, RECORDED OCTOBER
17, 2017, AS DOCUMENT NO. 2017026466, IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157,
INCLUSIVE, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, AND MINERALS IN AND UNDER
SAID LANDS AS CONVEYED BY OCCIDENTAL LIFE INSURANCE COMPANY, A CORPORATION, TO CALIFORNIA LANDS,
INC., A CORPORATION BY DEED DATED JULY 16, 1939, AND RECORDED SEPTEMBER 6, 1939, IN BOOK 249 OF
OFFICIAL RECORDS, PAGE 38, MADERA COUNTY RECORDS.

OUTLOT DESIGNATIONS

THE FOLLOWING OUTLOTS SHALL BE DESIGNATED FOR THE
FOLLOWING PURPOSES:

1. PUBLIC LANDSCAPING PURPOSES:
OUTLOT B, E, F, H, I, J, L, M, N, O, P
2. PUBLIC LANDSCAPING AND PRIVATE DRAINAGE PURPOSES:
OUTLOT A
3. PRIVATE PARK AND PRIVATE DRAINAGE PURPOSES:
OUTLOT C, D, G
4. PUBLIC TRAIL AND PRIVATE UTILITY PURPOSES:
OUTLOT Q, R
5. FUTURE DEVELOPMENT:
OUTLOT K, S, T, U, V

PROPERTY IS SUBJECT TO:

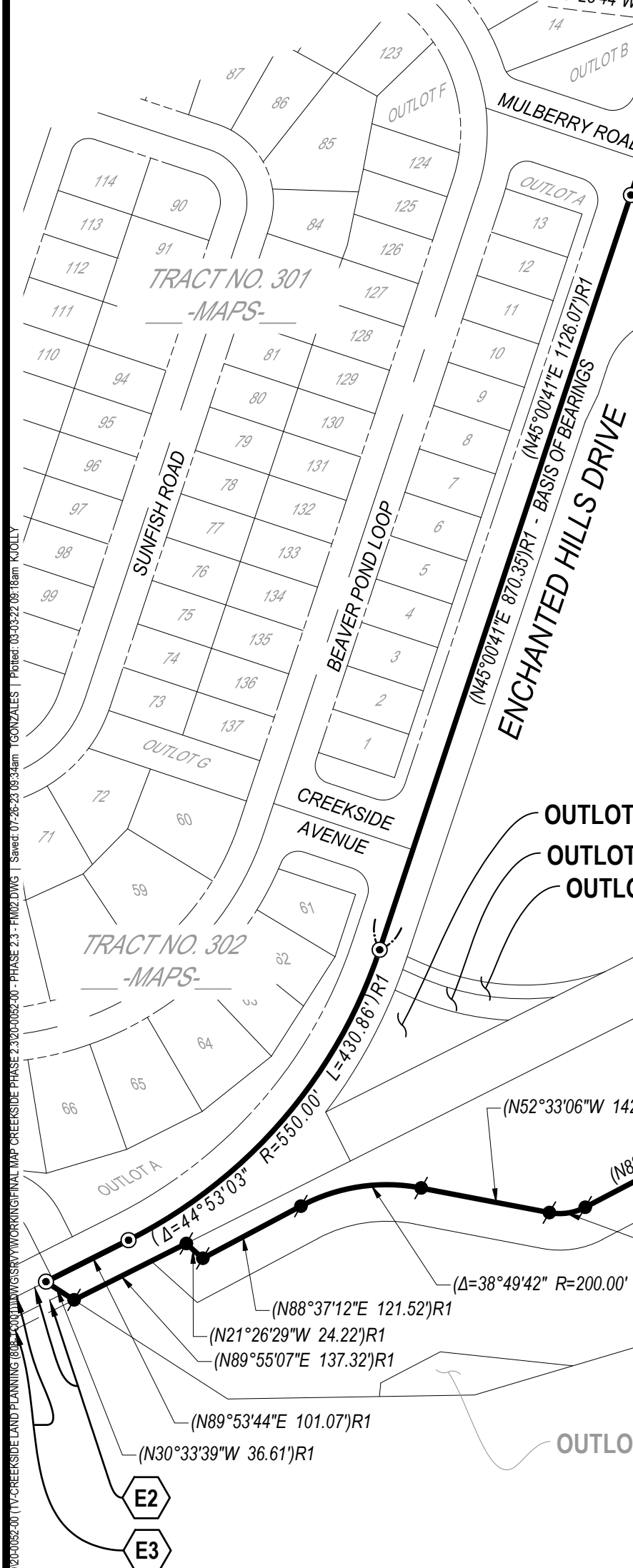
1. CERTIFICATE OF COMPLETION MADERA LAFCO-MADERA COUNTY MOSQUITO AND VECTOR CONTROL
DISTRICT- TESORO VIEJO ANNEXATION (2015-002) RECORDED NOVEMBER 16, 2015 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-027401.
2. AGREEMENT REGARDING WATER DISTRIBUTION FACILITIES RECORDED APRIL 5, 1993 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 9308943.
3. NOTICE OF PERMISSION TO USE LAND RECORDED MAY 18, 2005 IN OFFICIAL RECORDS UNDER
RECORDER'S SERIAL NUMBER 2005-022601.
4. DEVELOPMENT AGREEMENT RECORDED AUGUST 17, 2009 IN OFFICIAL RECORDS UNDER RECORDER'S
SERIAL NUMBER 2009-026796
5. WATER RIGHTS RECORDED SEPTEMBER 9, 2010 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL
NUMBER 2010-025355
6. DEVELOPMENT AGREEMENT RECORDED NOVEMBER 7, 2012 IN OFFICIAL RECORDS UNDER RECORDER'S
SERIAL NUMBER 2012-031520
7. IMPLEMENTATION AGREEMENT TO DEVELOPMENT AGREEMENT RECORDED JULY 12, 2018 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2018015665.
8. AN UNRECORDED LEASE DISCLOSED BY SUBORDINATION OF LEASE RECORDED MAY 3, 2013 IN
OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2013-012222.
9. RECIPROCAL EASEMENT AND IMPROVEMENT AGREEMENT RECORDED OCTOBER 7, 2015 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-024241.
10. RIGHT-TO-FARM NOTICE TRACT NO. 269 RECORDED DECEMBER 14, 2016 IN OFFICIAL RECORDS
UNDER RECORDER'S SERIAL NUMBER 2016031755
11. COVENANT AND AGREEMENT WITH FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER RECORDED
JANUARY 17, 2017 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2017001388.
12. AGREEMENT REGARDING RESTRICTIVE COVENANTS RECORDED JANUARY 25, 2018 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001480.
13. TEMPORARY EASEMENT AGREEMENT FOR TEMPORARY SIGNAGE RECORDED JANUARY 25, 2018 IN
OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001481
14. BRIDGE ACCESS AGREEMENT RECORDED : FEBRUARY 24, 2020 IN OFFICIAL RECORDS UNDER
RECORDER'S SERIAL NUMBER 2020004397
15. TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2020 IN OFFICIAL RECORDS
UNDER RECORDER'S SERIAL NUMBER 2020004512.
16. PUBLIC FEE MAINTENANCE AGREEMENT RECORDED SEPTEMBER 28, 2021 IN OFFICIAL RECORDS
UNDER RECORDER'S SERIAL NUMBER 2021030355.
17. AMENDED AND RESTATED MEMORANDUM OF AGREEMENT RECORDED DECEMBER 17, 2021 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2021038949.

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

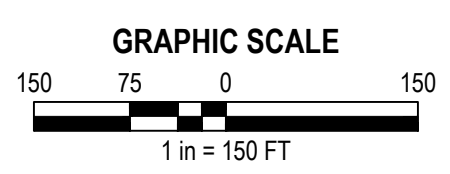
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 3 OF 17 SHEETS



NOTE:
SEE SHEET 5 FOR
EASEMENT DESCRIPTION

BOUNDARY SHEET



AMENDED FINAL MAP OF FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 311

MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
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PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

SURVEYED AND PLATTED IN AUGUST, 2021

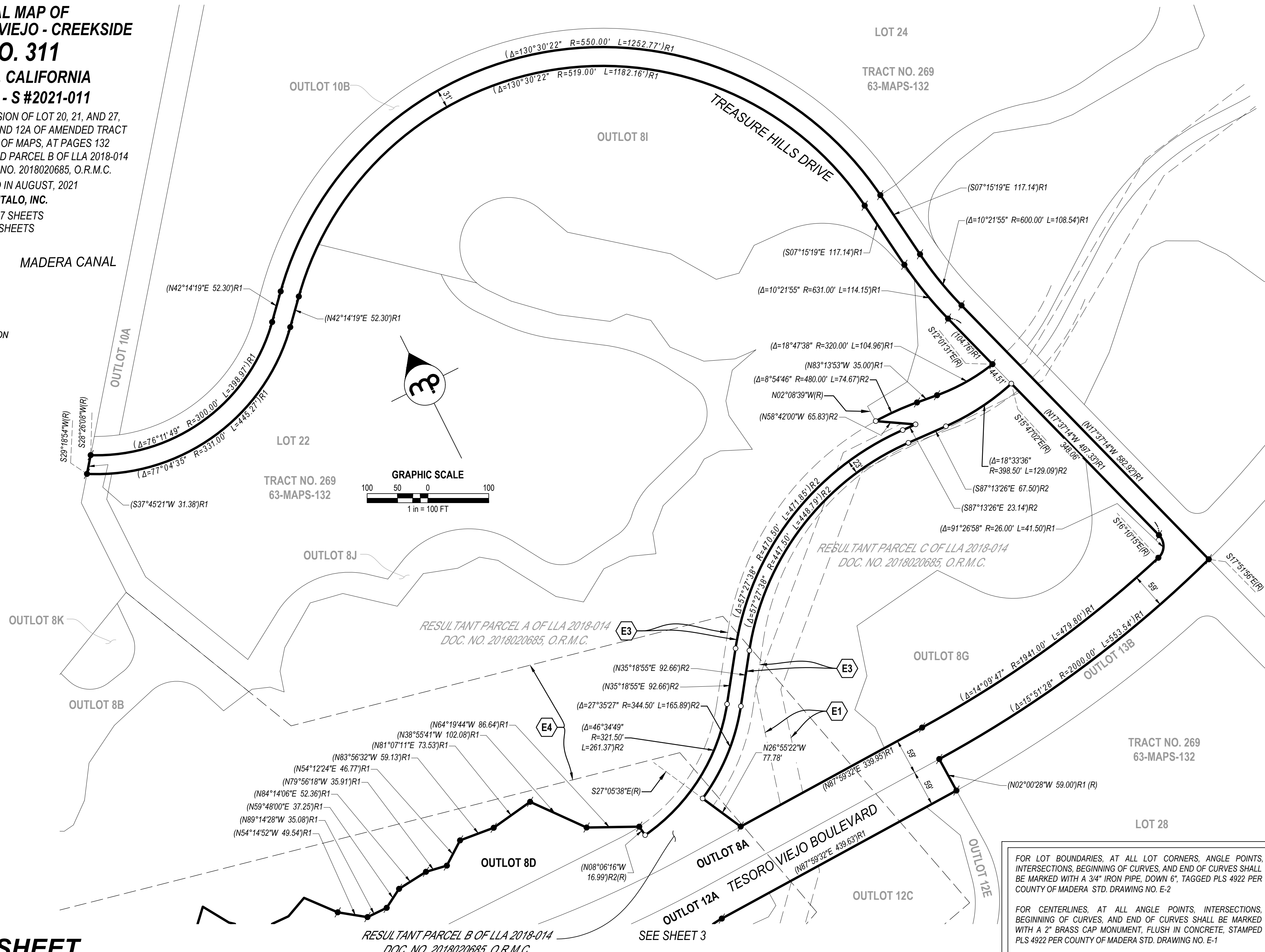
BY: **MORTON & PITALO, INC.**

CONSISTING OF 17 SHEETS
SHEET 4 OF 17 SHEETS

NOTE:

 SEE SHEET 5 FOR
EASEMENT DESCRIPTION

Dwg: 2102020685-001-TC-CREEKSIDE LAND PLANNING 088-TC0011-DIVISION OF MORTON & PITALO, INC. - PHASE 2-3 - FINAL DWG 1 - Scale: 07/26/2023 09:34am - TGD/DALES | Project: 03-03-2018am - LOCAL



BOUNDARY SHEET

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER
COUNTY OF MADERA STD. DRAWING NO. E-2

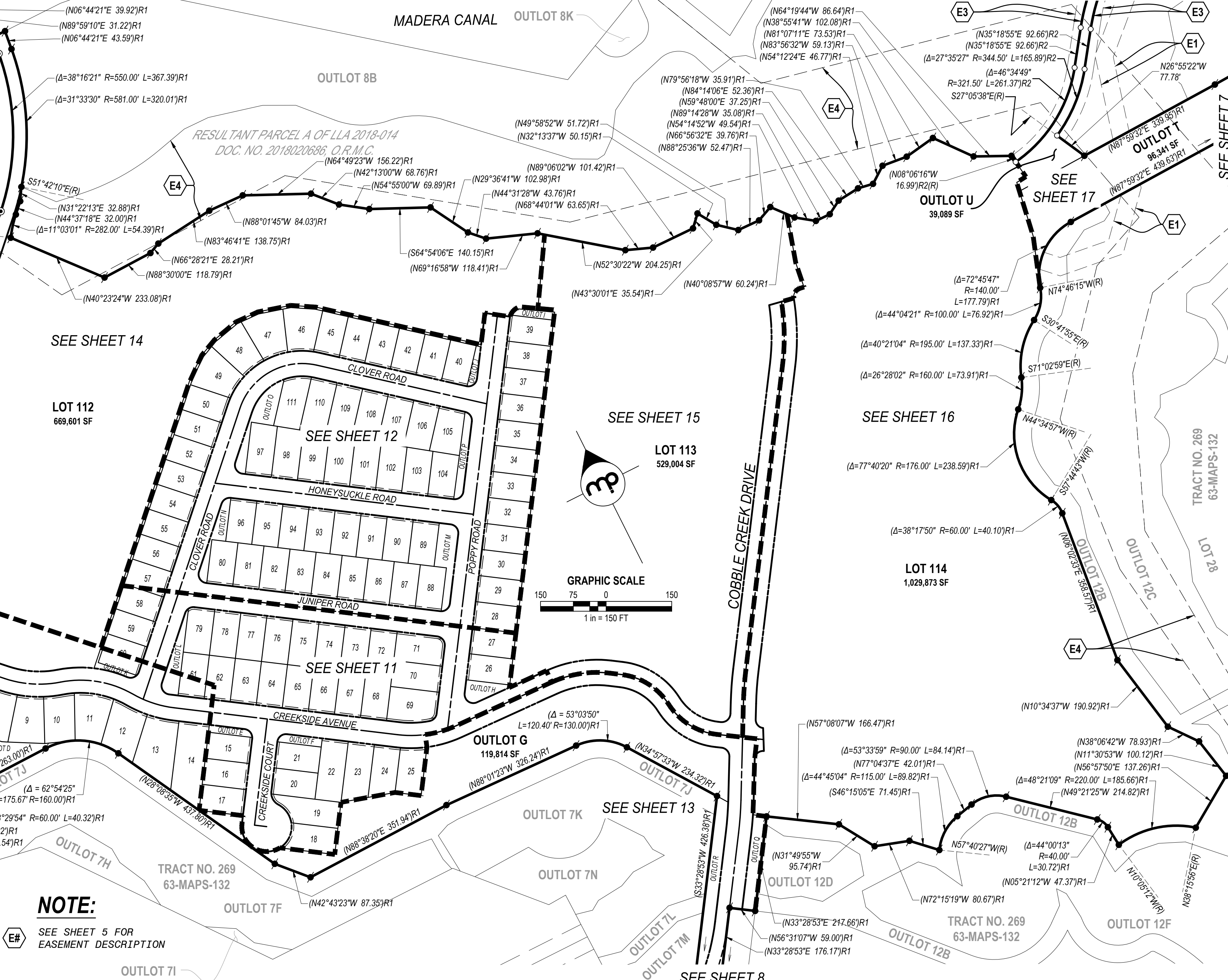
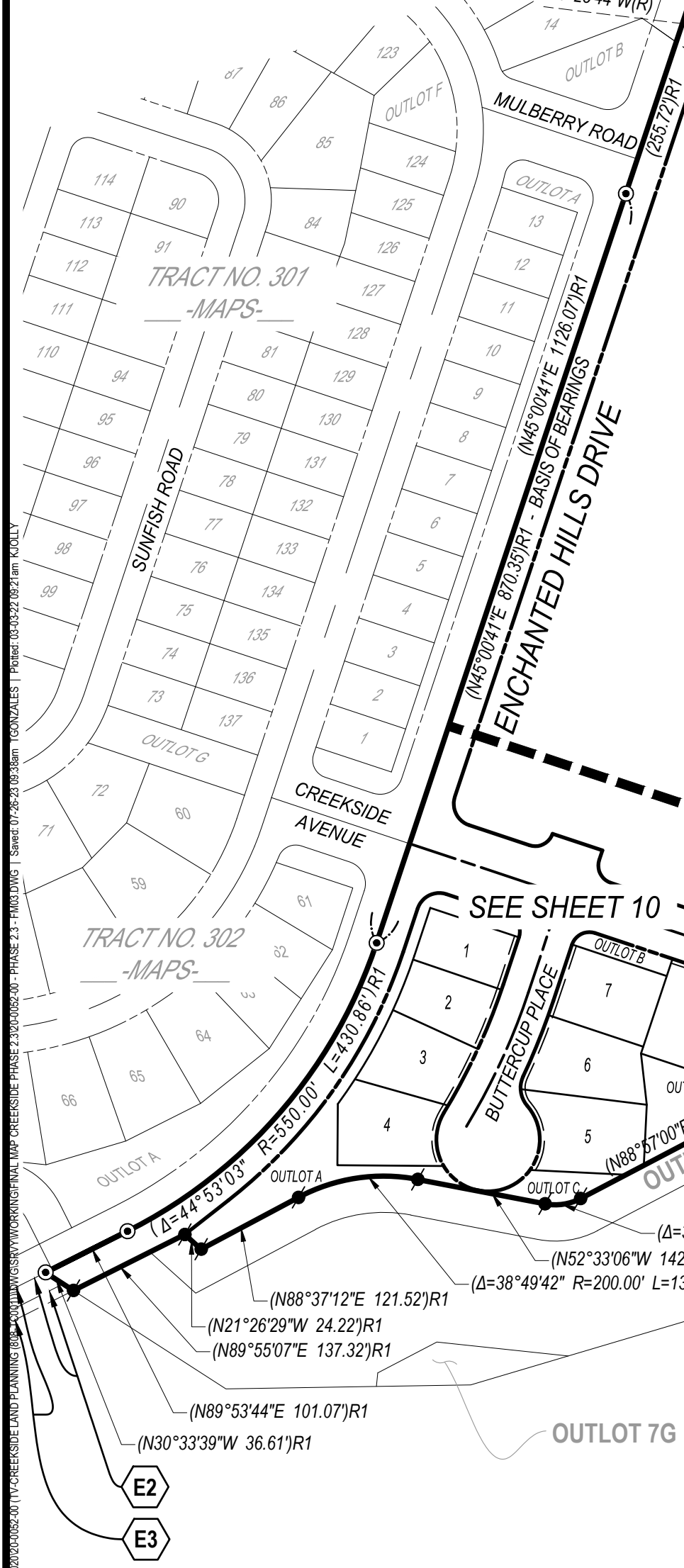
FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED
WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Tract Map No. 311 - SUBJ #2023-005, Creekside Village 3)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 6 OF 17 SHEETS



NOTE:
SEE SHEET 5 FOR
EASEMENT DESCRIPTION

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

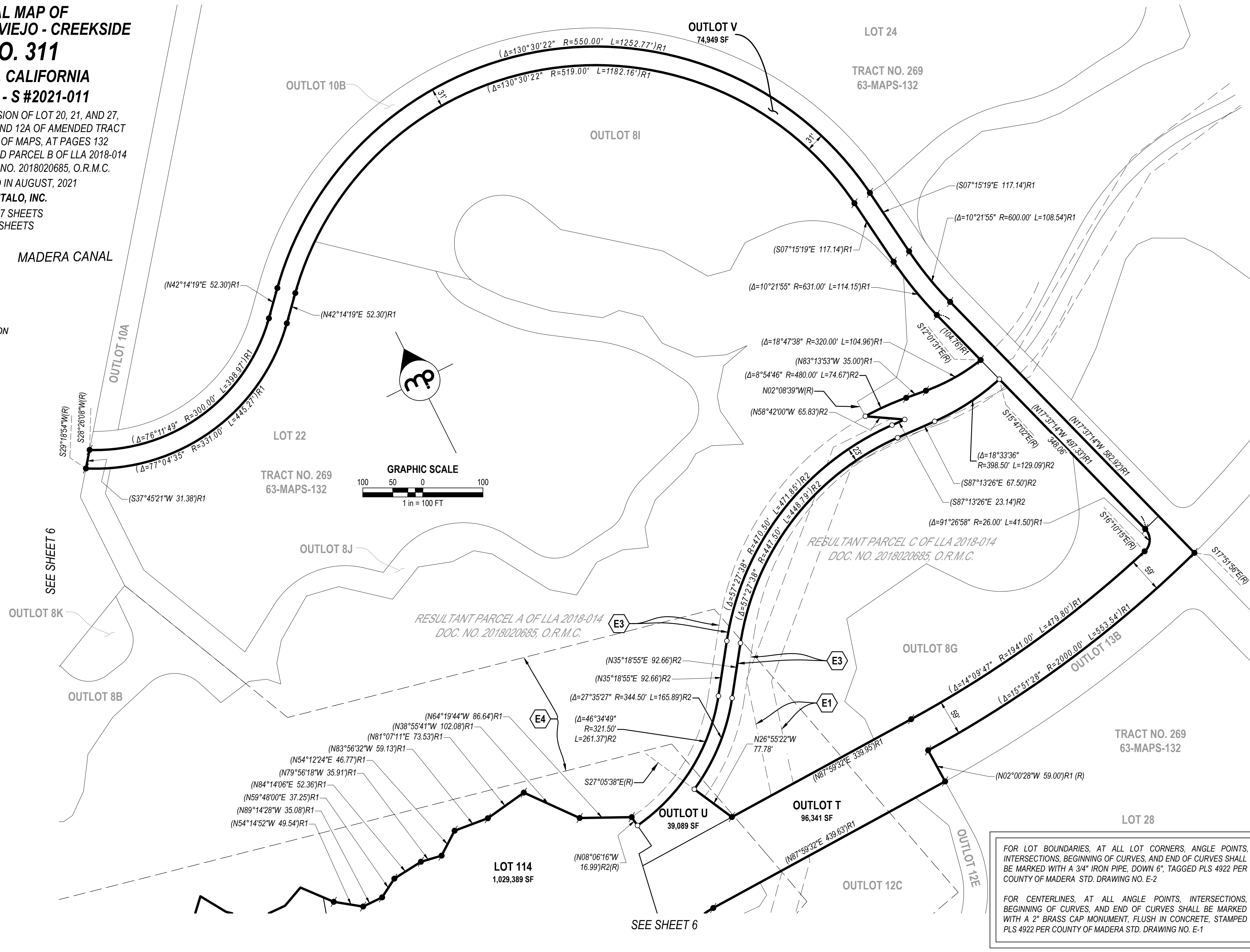
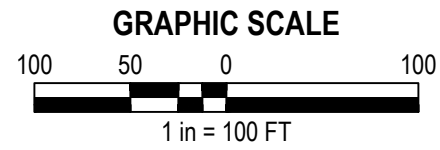
BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 7 OF 17 SHEETS

NOTE:

E# SEE SHEET 5 FOR
EASEMENT DESCRIPTION

MADERA CANAL



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER
COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED
WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Dwg: 2/20/2021-08:00:00 (TY-CREEKSIDE) LAND PLANNING (88-700) (JANUSARY) MORTON & PITALO, INC. CRENSHAW PHASE 2 SUBDIVISION FINAL MAP CRENSHAW PHASE 2 SUBDIVISION FINAL MAP CRENSHAW PHASE 2 SUBDIVISION FINAL MAP (03/03/2021) 10:00:00 AM

Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Map No. 311 - SUBJ #2023-005, Creekside Village 3)

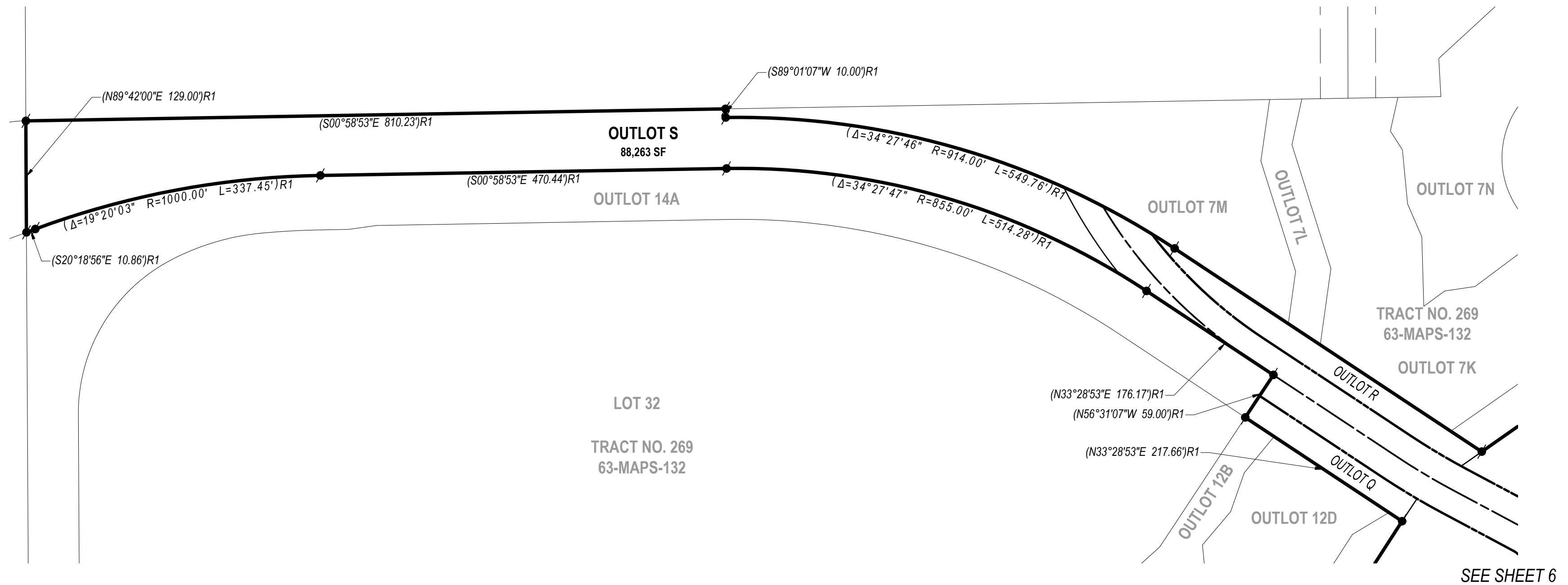
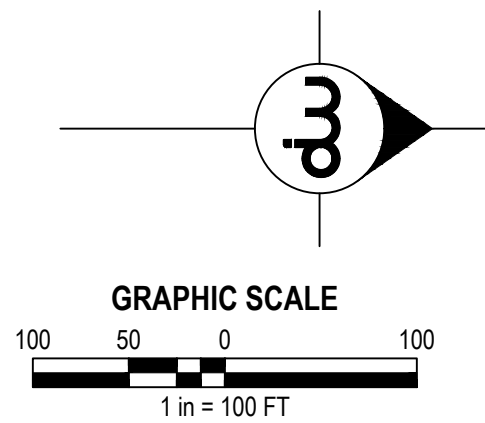
**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
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PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.**

CONSISTING OF 17 SHEETS
SHEET 8 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Dwg: 2/20/20-002-001 (Y-CREEKSIDE) LAND PLANNING (88-7007) (MORTON & PITALO) AMENDED FINAL MAP CREEKSIDE PHASE 2/3/2020-00- PHASE 2/3- PLOT DWS | Date: 07/26/2019 09:38am | TGD:DALES | Project: 03-03-2021.mxd | DDL

Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Tract Map No. 311 - SUBJ #2023-005, Creekside Village 3)

Curve Table			
Curve #	Delta	Radius	Length
C1	0°31'40"	696.00'	6.41'
C2	0°26'40"	594.00'	4.61'
C3	5°47'43"	696.00'	70.40'
C4	5°47'15"	594.00'	60.00'
C5	5°47'40"	696.00'	70.39'
C6	8°23'25"	594.00'	86.98'
C7	0°45'34"	696.00'	9.22'
C8	62°00'07"	57.00'	61.68'
C9	3°11'40"	594.00'	33.12'
C10	48°26'17"	57.00'	48.19'
C11	64°49'57"	57.00'	64.50'
C12	76°54'57"	57.00'	76.52'
C13	66°07'26"	30.00'	34.62'
C14	38°22'27"	30.00'	20.09'
C15	27°44'59"	30.00'	14.53'
C16	6°48'44"	754.00'	89.65'
C17	5°32'40"	754.00'	72.96'
C18	1°16'04"	754.00'	16.68'
C19	90°00'00"	20.00'	31.42'
C20	90°00'00"	20.00'	31.42'
C21	8°02'46"	279.00'	39.18'
C22	12°20'44"	279.00'	60.12'
C23	9°06'49"	279.00'	44.38'
C24	7°13'53"	211.00'	26.63'
C25	3°29'43"	160.00'	9.76'
C26	24°55'11"	211.00'	91.77'
C27	21°23'06"	160.00'	59.72'
C28	8°47'23"	211.00'	32.37'
C29	10°43'51"	279.00'	52.25'
C30	16°08'10"	160.00'	45.06'
C31	12°14'05"	279.00'	59.58'
C32	17°38'50"	269.00'	82.85'
C33	16°45'56"	269.00'	78.71'
C34	67°09'36"	20.00'	23.44'
C35	101°31'48"	20.00'	35.44'
C36	81°27'45"	20.00'	28.44'

Curve Table			
Curve #	Delta	Radius	Length
C37	8°32'15"	20.00'	2.98'
C38	90°00'00"	20.00'	31.42'
C39	67°06'23"	57.00'	66.76'
C40	53°21'03"	57.00'	53.08'
C41	57°59'25"	30.00'	30.36'
C42	11°08'07"	30.00'	5.83'
C43	69°07'30"	30.00'	36.19'
C44	90°00'00"	20.00'	31.42'
C45	1°55'35"	279.00'	9.38'
C46	12°28'21"	279.00'	60.73'
C47	26°25'33"	250.00'	115.30'
C48	4°55'59"	250.00'	21.52'
C49	121°21'33"	20.00'	42.36'
C50	18°02'39"	221.00'	69.60'
C51	71°57'21"	20.00'	25.12'
C52	90°00'00"	20.00'	31.42'
C53	41°24'48"	20.00'	14.46'
C54	37°03'24"	20.00'	12.94'
C55	78°28'12"	20.00'	27.39'
C56	11°07'35"	20.00'	3.88'
C57	77°10'30"	20.00'	26.94'
C58	88°18'05"	20.00'	30.82'
C59	95°56'04"	20.00'	33.49'
C60	91°19'18"	20.00'	31.88'
C61	4°36'46"	20.00'	1.61'
C62	4°29'08"	179.00'	14.01'
C63	18°52'35"	179.00'	58.97'
C64	18°34'16"	179.00'	58.02'
C65	18°36'46"	179.00'	58.15'
C66	18°48'48"	179.00'	58.78'
C67	5°02'42"	179.00'	15.76'
C68	101°31'48"	20.00'	35.44'
C69	6°33'58"	20.00'	2.29'
C70	83°26'02"	20.00'	29.12'
C71	90°00'00"	20.00'	31.42'
C72	90°00'00"	20.00'	31.42'

Curve Table			
Curve #	Delta	Radius	Length
C73	78°28'12"	20.00'	27.39'
C74	101°31'48"	20.00'	35.44'
C75	90°00'00"	20.00'	31.42'
C76	84°03'56"	20.00'	29.34'
C77	2°34'04"	121.00'	5.42'
C78	30°09'41"	121.00'	63.70'
C79	51°40'30"	121.00'	109.13'
C80	128°40'06"	57.00'	128.00'
C81	16°57'37"	279.00'	82.59'
C82	31°21'33"	221.00'	120.96'
C83	50°44'20"	120.00'	106.27'
C84	51°21'20"	179.00'	160.44'
C85	85°12'25"	20.00'	29.74'
C86	0°24'16"	771.00'	5.44'
C87	53°03'50"	130.00'	120.40'
C88	31°21'33"	279.00'	152.70'
C89	31°21'33"	250.00'	136.83'
C90	50°44'20"	178.00'	157.63'
C91	50°44'20"	149.00'	131.95'
C92	51°21'20"	121.00'	108.46'
C93	51°21'20"	150.00'	134.45'
C94	94°47'33"	20.00'	33.09'
C95	5°00'18"	771.00'	67.35'
C96	19°21'20"	521.00'	176.00'
C97	1°59'35"	914.00'	31.79'
C98	25°34'29"	550.00'	245.50'
C99	11°47'02"	579.00'	119.08'
C100	5°24'34"	800.00'	75.53'
C101	5°24'34"	829.00'	78.27'
C102	3°08'24"	829.00'	45.43'
C103	2°16'11"	829.00'	32.84'
C104	94°47'33"	19.00'	31.43'
C105	85°12'25"	19.00'	28.26'
C106	3°59'46"	353.00'	24.62'
C107	27°44'52"	20.00'	9.69'

Line Table		
Line #	Direction	Length
L1	S37°26'54"W	0.72'
L2	S45°00'41"W	7.93'
L3	N45°00'41"E	20.00'
L4	S59°38'26"E	13.85'
L6	S56°31'07"E	20.43'
L7	N33°28'53"E	18.46'
L8	S33°28'53"W	31.19'
L9	S33°28'53"W	5.86'
L10	S50°35'03"E	10.70'
L11	S56°31'07"E	101.00'
L12	N73°43'25"W	125.62'
L13	N56°31'07"W	60.00'
L14	S33°28'53"W	111.61'
L15	N28°04'19"E	98.76'
L16	N34°57'33"W	29.10'
L17	N56°31'07"W	59.00'
L18	N56°31'07"W	30.00'
L19	S56°31'07"E	31.24'
L20	N57°08'07"W	58.92'
L21	S57°08'07"E	48.17'

*L5 N/A

Line Table		
Line #	Direction	Length
L22	N57°08'07"W	13.85'
L23	N57°08'07"W	5.63'
L24	S28°04'19"W	24.32'
L25	S09°37'40"W	21.06'
L26	S08°06'16"E	41.02'
L27	N87°13'26"W	23.14'
L28	S58°42'00"E	65.83'
L29	N83°13'53"W	35.00'
L30	S87°13'26"E	67.50'
L31	N17°37'14"W	44.51'
L32	N17°37'14"W	104.76'
L33	S07°15'19"E	117.14'
L34	N07°15'19"W	117.14'
L35	N72°22'46"E	31.00'
L36	S17°37'14"E	85.59'

Radial Table	
Radial #	Direction
R1	S44°27'38"E
R2	S38°39'56"E
R3	S32°52'16"E
R4	S32°06'42"E
R5	N85°53'10"E
R6	N27°23'04"W
R7	S75°41'59"W
R8	S65°55'34"E
R9	S38°10'35"E
R10	N43°43'14"W
R11	N36°57'56"E
R12	N24°37'12"E
R13	N15°30'22"E
R14	S22°44'15"W
R15	S47°39'26"W
R16	N56°26'49"E
R17	N45°42'58"E
R18	S33°09'13"W
R19	S49°55'09"W
R20	N44°59'19"W

Radial Table	
Radial #	Direction
R21	S33°28'53"W
R22	N50°23'17"E
R23	N05°14'50"W
R24	N72°17'36"W
R25	S54°21'22"W
R26	N56°31'07"W
R27	N31°33'18"E
R28	N19°04'58"E
R29	N15°26'14"E
R30	N07°03'20"E
R31	S02°07'21"W
R32	N44°59'19"W
R33	S56°31'07"E
R34	S34°55'49"W
R35	S16°03'13"W
R36	S02°31'02"E
R37	S21°07'48"E
R38	S39°56'37"E
R39	N44°59'19"W
R40	S44°59'19"E

Radial Table	
Radial #	Direction
R41	N44°59'19"W
R42	S33°28'53"W
R43	S56°31'07"E
R44	N39°24'57"E
R45	N36°50'53"E
R46	N06°41'12"E
R47	N30°56'38"W
R48	N37°09'46"W
R49	N44°59'19"W

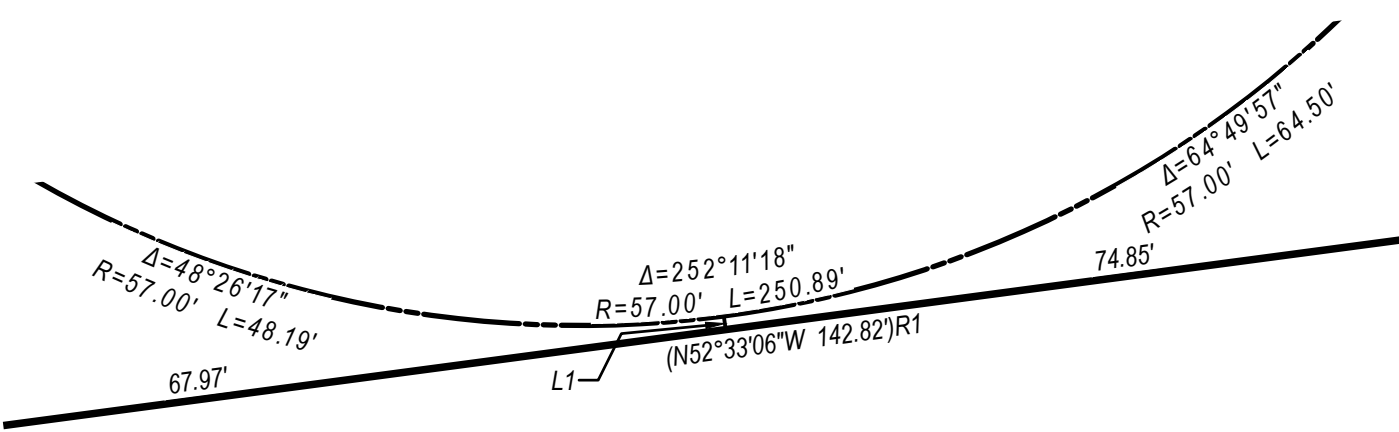
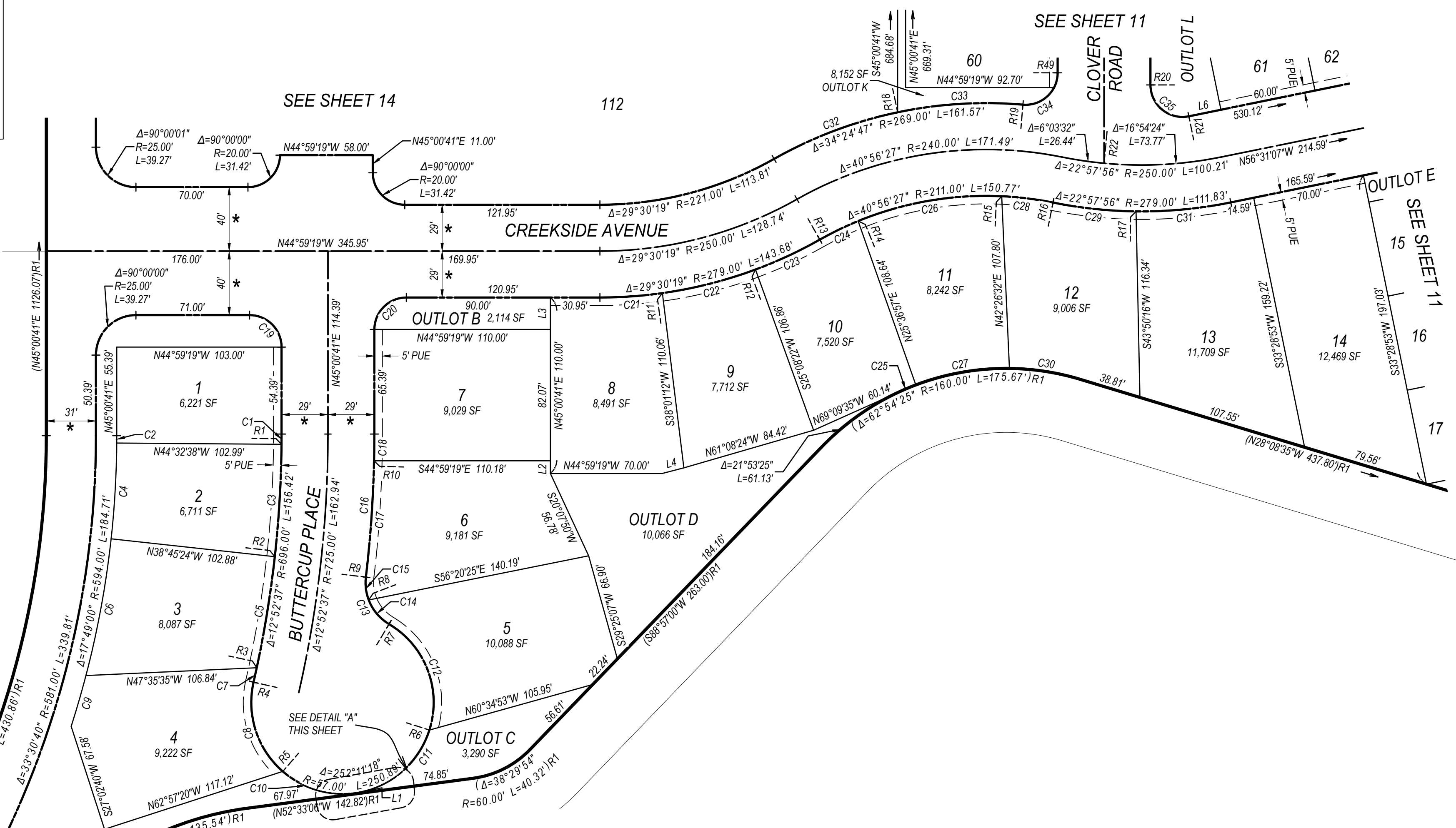
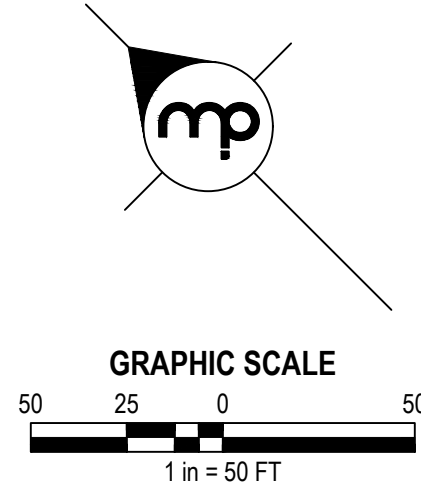
LEGEND

- (R) RADIAL BEARING
- * NOW OFFERED FOR PUBLIC STREET, PRIVATE UTILITY AND PUBLIC UTILITY PURPOSES
- ⊕ OUTLOT __ TO BE DEDICATED FOR FUTURE DEVELOPMENT
- PUE EASEMENT NOW GRANTED FOR PUBLIC AND PRIVATE UTILITY PURPOSES
- LE EASEMENT NOW GRANTED FOR PUBLIC LANDSCAPING PURPOSES
- FOUND A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 8768 PER TRACT NO. 269, 63-MAPS-132
- ⊙ FOUND A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 8768 PER TRACT NO. 269, 63-MAPS-132
- DIMENSION POINT
- SHEET DELINEATION LINE ONLY

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**
BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021
BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 9 OF 17 SHEETS

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1



**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
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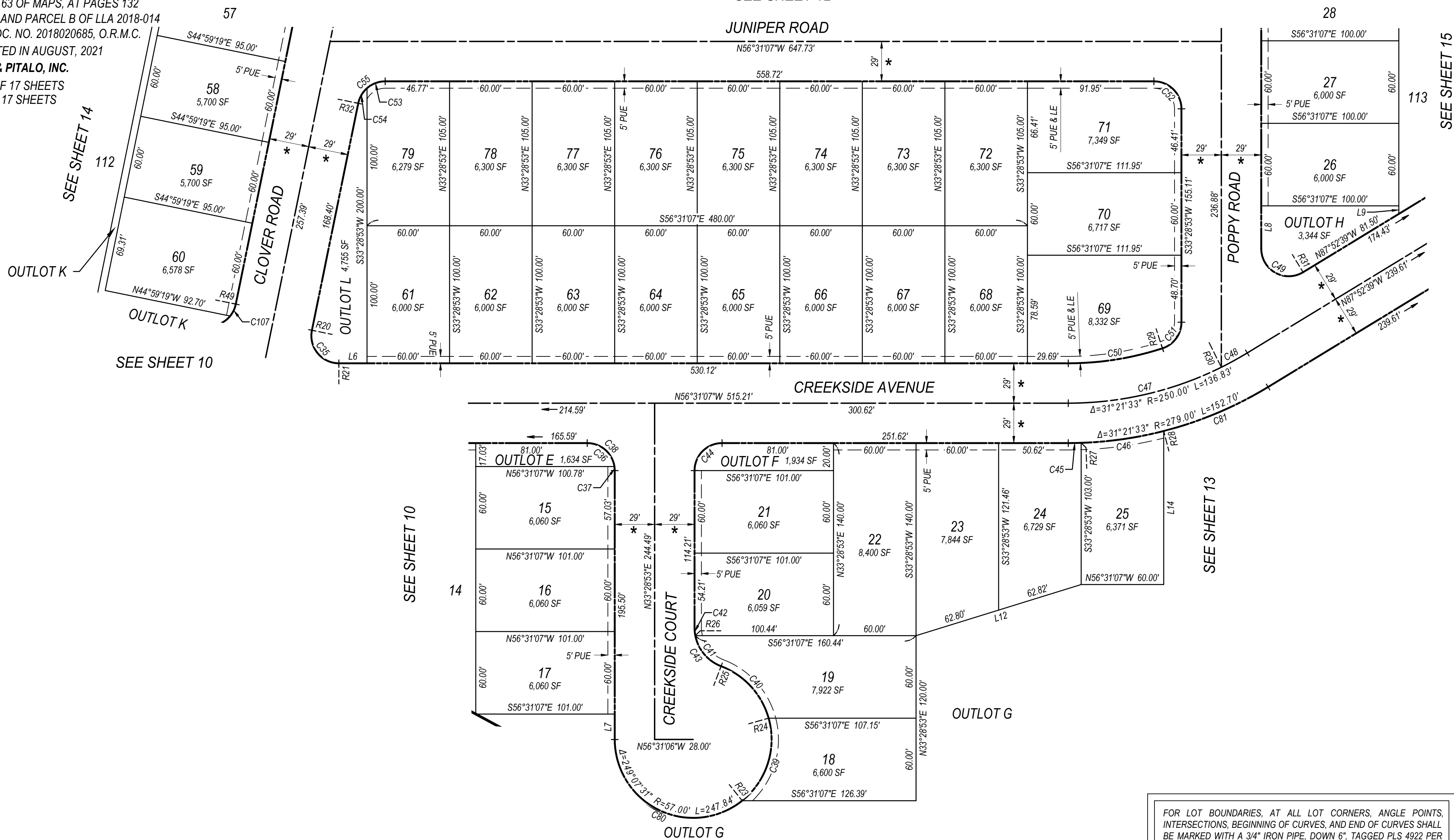
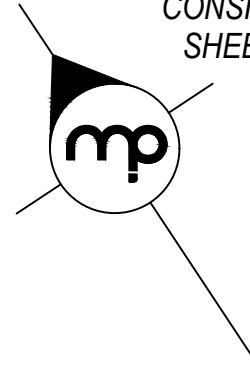
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 17 SHEETS
SHEET 10 OF 17 SHEETS

Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Map No. 311 - SUBF #2023-005, Creekside Village 3)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

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SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 11 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
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COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Page: 2/2023080800117/CREEKSIDE LAND PLANNING 88871007/JUNIPER VILLAGE AMENDED FINAL MAP CREEKSIDE PHASE 2 SUBDIVISION - PHASE 2.3 - FINAL DDDW1 - 1/24/2023 10:53:03am ARCADT Plotted: 08/27/21 10:21am KODLT

SEE SHEET 15

SEE SHEET 14

SEE SHEET 10

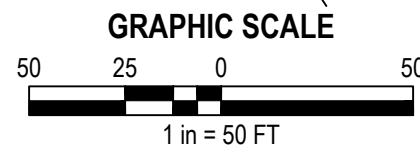
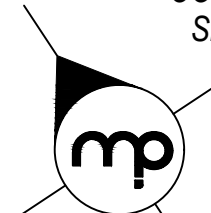
SEE SHEET 12

SEE SHEET 10

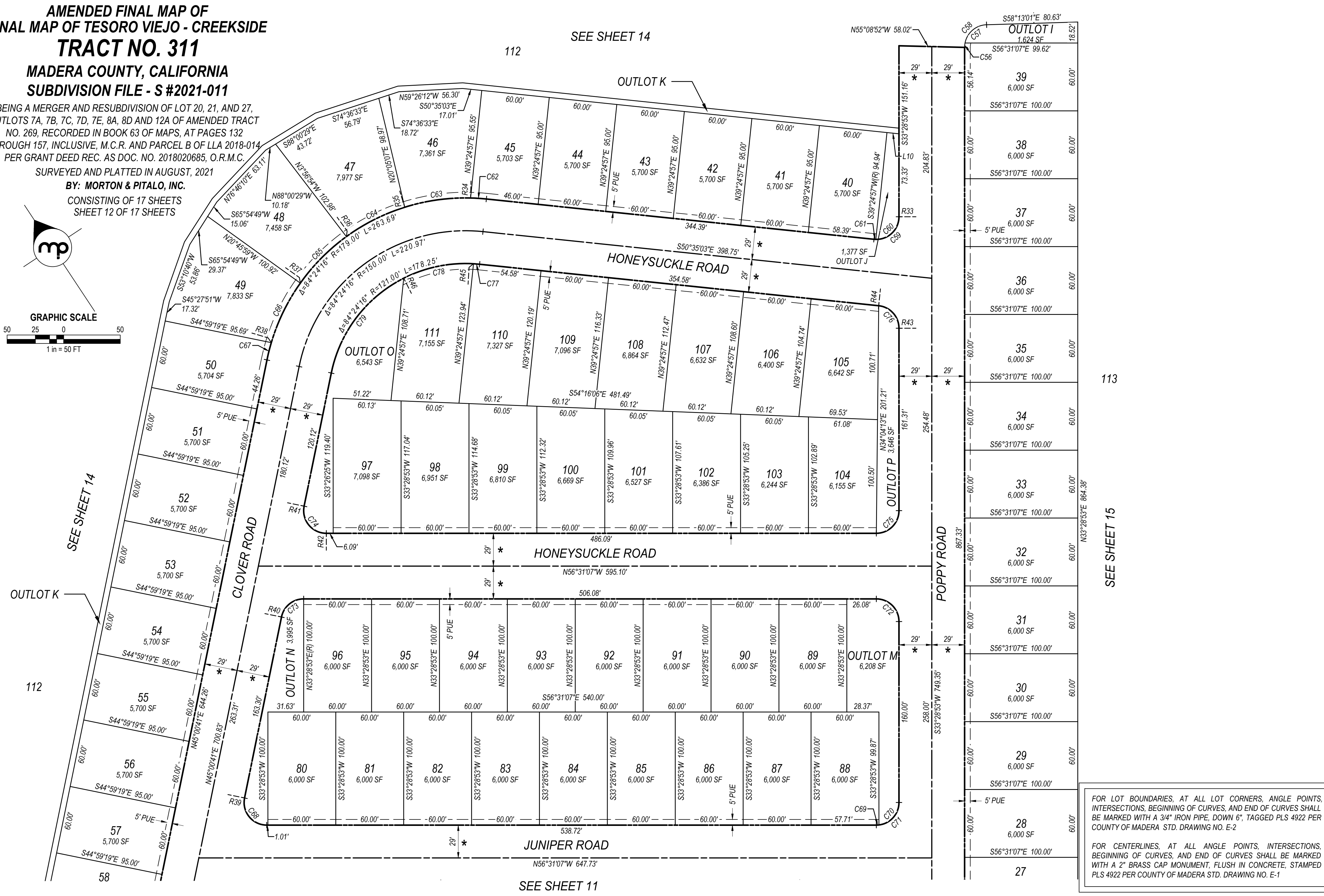
SEE SHEET 13

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311**
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 17 SHEETS
SHEET 12 OF 17 SHEETS



Page 2 of 20210826001 (TY) CRENSHIELD LAND PLANNING 2887 COY JUDICIAL DISTRICT OF MADERA COUNTY, CALIFORNIA SUBDIVISION FILE S#2021-011 TRACT NO. 311 AMENDED FINAL MAP OF TESORO VIEJO - CREEKSIDE PHASE 2.3 - FINAL DRAFT - 10/26/21 10:03 AM (J)



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER
COUNTY OF MADERA STD. DRAWING NO. E-2

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PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

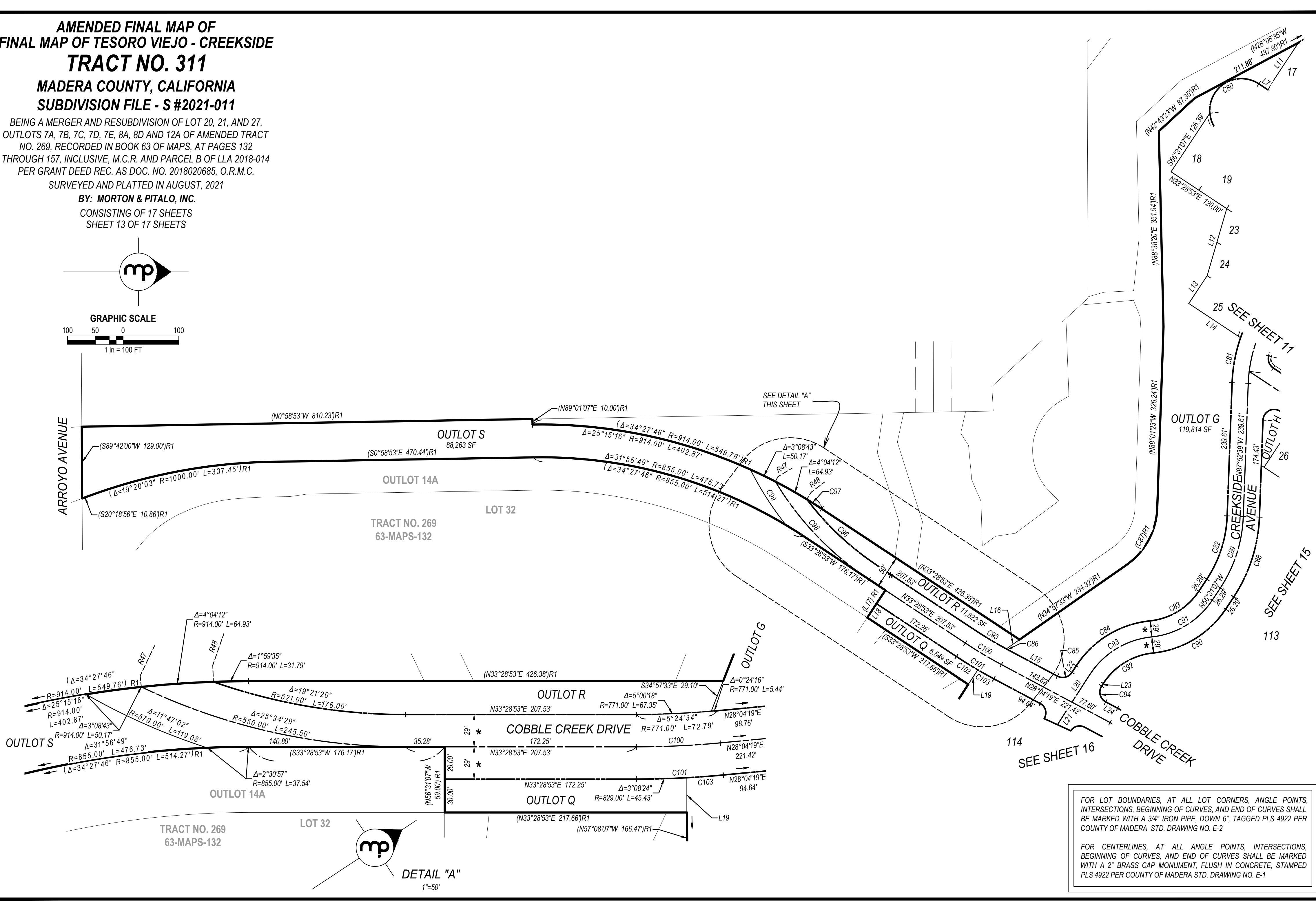
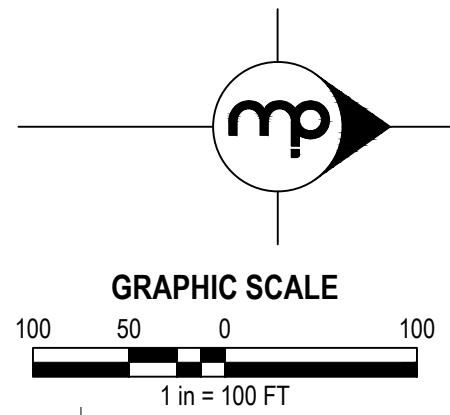
Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Map (10274 : SUBF #2023-005, Creekside Village 3)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311**

**MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 13 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
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COUNTY OF MADERA STD. DRAWING NO. E-2

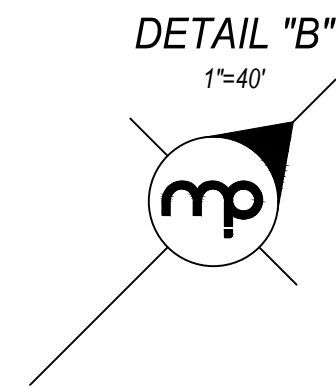
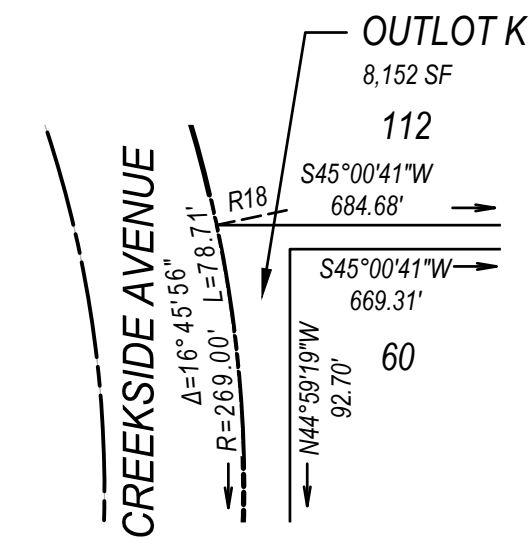
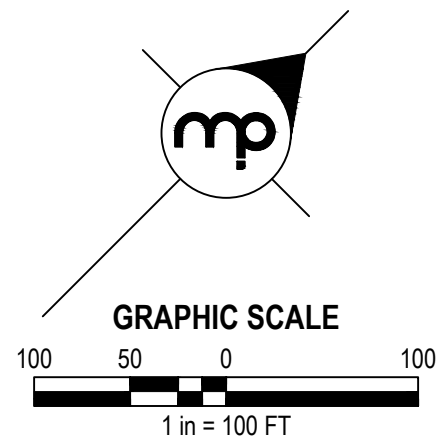
FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Map No. 311 - SUBJ #2023-005, Creekside Village 3)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 14 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
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COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

SEE SHEET 10

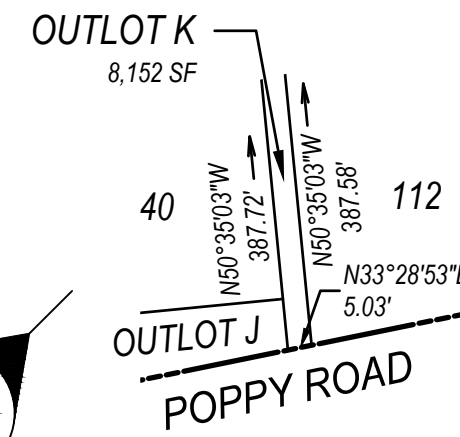
CREEKSIDE AVENUE

SEE DETAIL "B"
THIS SHEET

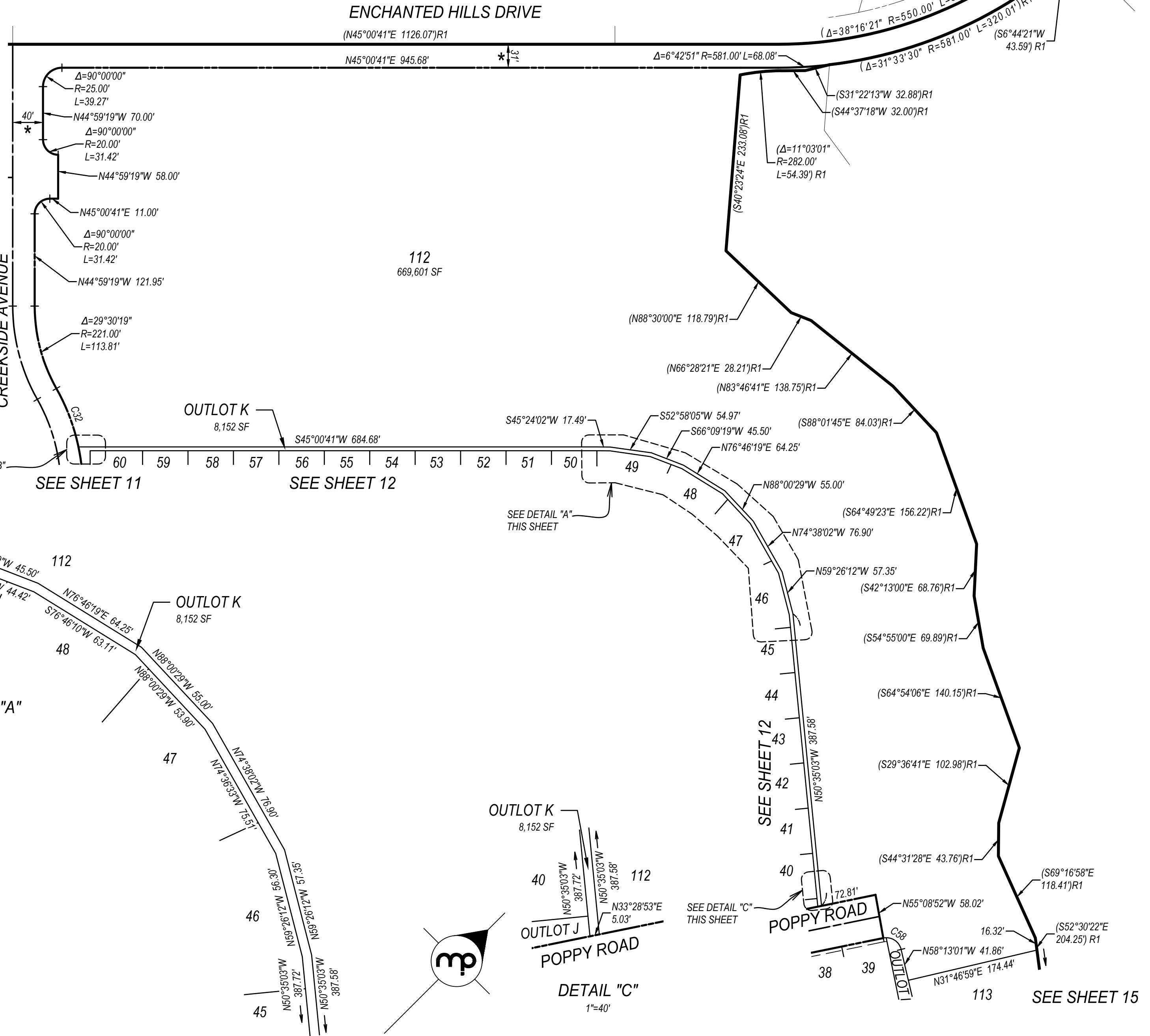
SEE SHEET 11

SEE SHEET 12

DETAIL "A"
1"=40'



DETAIL "C"
1"=40'



**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

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BY: **MORTON & PITALO, INC.**

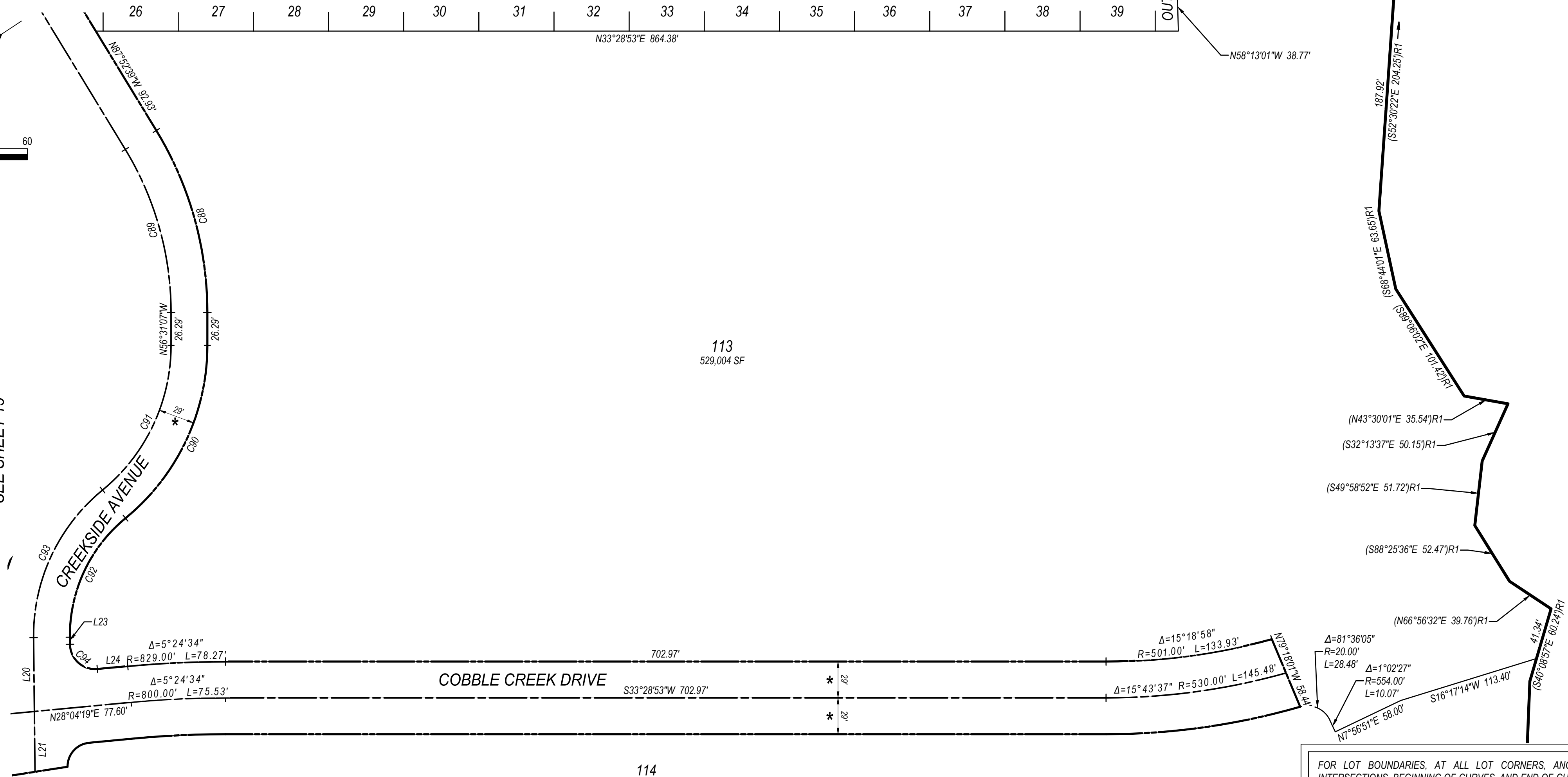
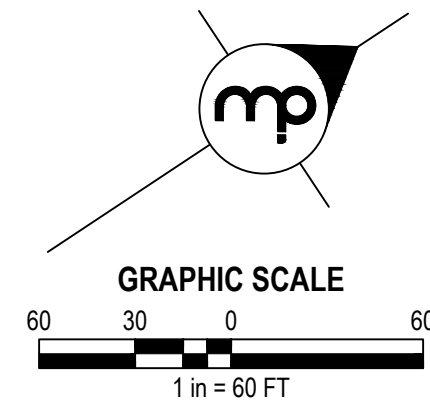
CONSISTING OF 17 SHEETS
SHEET 15 OF 17 SHEETS

SEE SHEET 11

SEE SHEET 12

SEE SHEET 14

112



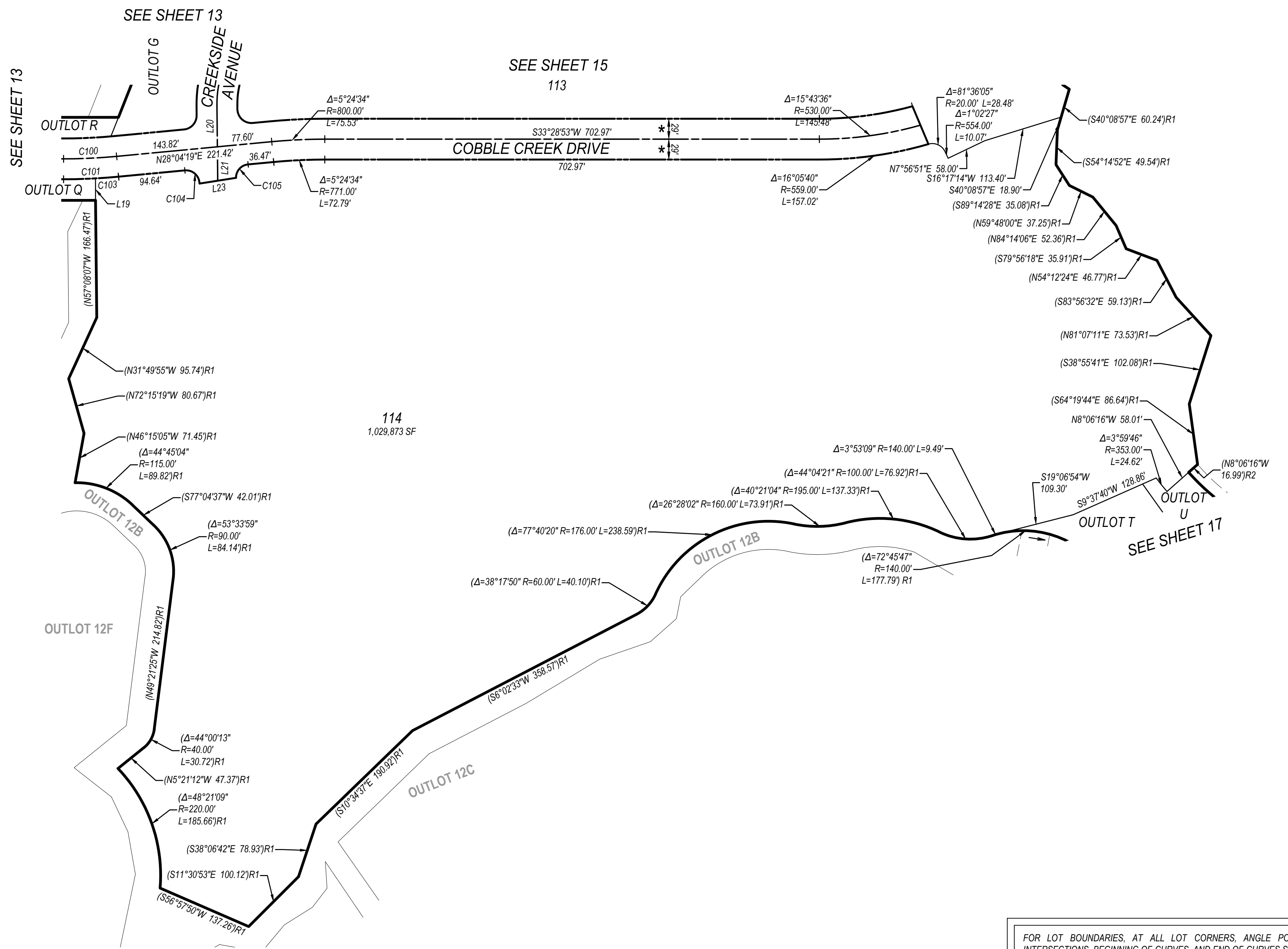
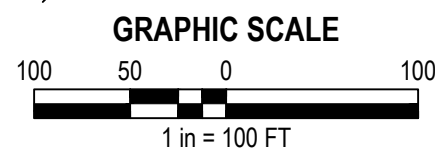
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FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

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SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 16 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
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Page 2 of 2020060202001 (TY) CREEKSIDE LAND PLANNING 18871007/JUDICIAL/WORKING/DRAWING MAP CREEKSIDE PHASE 2 SUBDIVISION FILE S#2021-011 - SHEET 16 OF 17 SHEETS - 10/23/21 10:23am ARJ/CP/1/Phase 06/07/21/1707mm MOULT

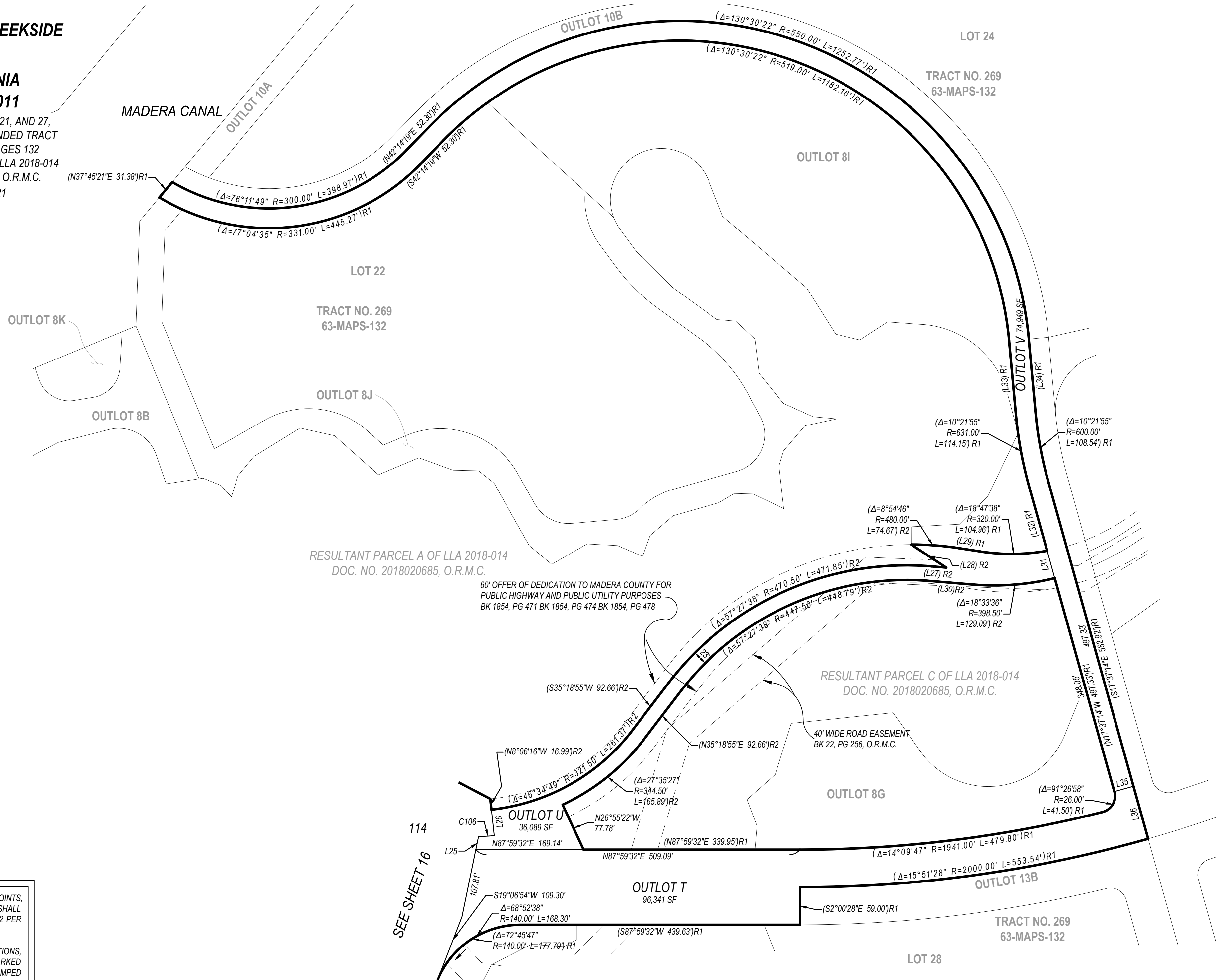
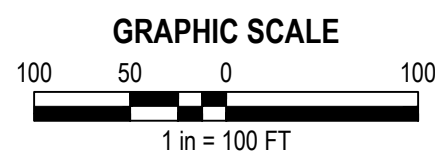
Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Tract Map No. 311 - SUBJ #2023-005, Creekside Village 3)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

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BY: **MORTON & PITALO, INC.**

CONSISTING OF 17 SHEETS
SHEET 17 OF 17 SHEETS



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Attachment: Creekside Village 3 Amended Final Map (10274 : Amended Final Tract Map No. 311 - SUBJ #2023-005, Creekside Village 3)

SUBDIVIDER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE, OR INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION FOR PUBLIC STREETS, PUBLIC UTILITY, AND PRIVATE UTILITY PURPOSES THOSE CERTAIN STRIPS OF LAND DESIGNATED ON THIS MAP:

INC CORPORATION
CREEKSIDE RM, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signatures]
ROBERT A. McCAFFREY
MANAGER / CHIEF EXECUTIVE OFFICER
BRENT M. McCAFFREY
PRESIDENT

See Separate Consent to Map, recorded concurrently herewith.

FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27, OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014 PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 1 OF 17 SHEETS

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 20, 21, AND 27 OF THE AMENDED FINAL MAP OF TRACT NO 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017, AS DOCUMENT NO. 2017026466, IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

TOGETHER WITH OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF THE AMENDED FINAL MAP OF TRACT NO 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017, AS DOCUMENT NO. 2017026466, IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

ALSO TOGETHER WITH RESULTANT PARCEL B OF LOT LINE ADJUSTMENT NO. 2018-014, AS DESCRIBED IN GRANT DEED RECORDED SEPTEMBER 14, 2018, AS DOCUMENT NO. 2018020685 IN THE OFFICE OF THE MADERA COUNTY RECORDER, BEING A PORTION OF OUTLOT 8E OF THE AMENDED FINAL MAP OF TRACT NO 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017, AS DOCUMENT NO. 2017026466, IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, AND MINERALS IN AND UNDER SAID LANDS AS CONVEYED BY OCCIDENTAL LIFE INSURANCE COMPANY, A CORPORATION, TO CALIFORNIA LANDS, INC., A CORPORATION BY DEED DATED JULY 16, 1939, AND RECORDED SEPTEMBER 6, 1939, IN BOOK 249 OF OFFICIAL RECORDS, PAGE 38, MADERA COUNTY RECORDS.

PROPERTY IS SUBJECT TO:

SEE SHEET 2

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

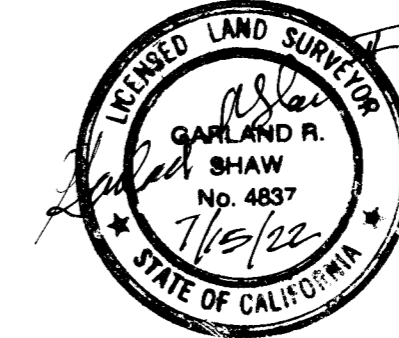
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CREEKSIDE RM, LLC ON JUNE 1, 2021. I HEREBY STATE THAT ALL THE SUBDIVISION BOUNDARY MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, THAT ALL THE INTERIOR MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS AFTER THE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED [Signature] 7/20/22
JEROME R. JONES
P.L.S. 4922



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, APPLICABLE STATUTES, AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DATED 7-15-2022
Garland R. Shaw II
P.L.S. 4837

PLANNING COMMISSION STATEMENT

I, MATTHEW TREBER, SECRETARY OF THE MADERA COUNTY PLANNING COMMISSION, HEREBY STATE THAT THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP.

DATED 7/18/22
Matthew Treber
MATTHEW TREBER
SECRETARY OF MADERA COUNTY PLANNING COMMISSION

NOTARY ACKNOWLEDGMENT

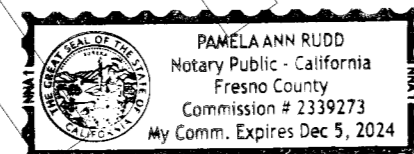
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON July 8, 2022, BEFORE ME, Pamela Ann Rudd, A NOTARY PUBLIC, PERSONALLY APPEARED Robert A. McCaffrey + Brent M. McCaffrey WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE Pamela Ann Rudd
NAME Pamela Ann Rudd
MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY
MY COMMISSION NO. 2339273
MY COMMISSION EXPIRES December 5, 2024



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON _____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____
NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

CLERK OF THE BOARD'S STATEMENT

I, KAREN POGUE SCRIVNER, CLERK OF THE BOARD OF SUPERVISORS OF MADERA COUNTY, HEREBY STATE THAT THE BOARD OF SUPERVISOR'S BY RESOLUTION DULY ADOPTED ON AUGUST 2, 2022, APPROVED THE WITHIN MAP, ABANDONED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION PREVIOUSLY DEDICATED AND NOTED FOR ABANDONMENT WITHIN THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. ACCEPTANCE OF THIS OFFER OF DEDICATION DOES NOT CONSTITUTE ACCEPTANCE OF THE PROPERTY DESCRIBED INTO THE COUNTY ROAD SYSTEM PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 941.

DATED 8/2/2022

Karen Scrivner
KAREN POGUE SCRIVNER
CLERK OF THE BOARD OF SUPERVISOR'S

RECORDER'S CERTIFICATE

FILED THIS 23RD DAY OF August, 2022, AT 1:57 P.M., IN BOOK 68 OF MAPS, AT PAGES 6-022, MADERA COUNTY RECORDS, AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. 2022021972
FEE: \$ 116-

REBECCA MARTINEZ
MADERA COUNTY CLERK-RECORDER
BY [Signature]
DEPUTY COUNTY RECORDER

65/7

**FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
SURVEYED AND PLATTED IN AUGUST, 2021
BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 2 OF 17 SHEETS

REFERENCES

- () R1..... MEASURED AND RECORD DATA PER AMENDED TESORO VIEJO TRACT NO. 269
RECORDED IN BK. 63 OF MAPS, PGS. 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.
- () R2..... MEASURED AND RECORD FROM LLA 2018-014 GRANT DEED 2018020685, O.R.M.C.

BASIS OF BEARINGS:

THE SOUTHEAST PROPERTY LINE OF OUTLOT 6A (BEING ALSO THE
CENTERLINE OF ENCHANTED HILLS DRIVE) OF AMENDED TRACT NO. 269,
RECORDED IN BOOK 63 OF MAPS, PAGES 132 THROUGH 157, INCLUSIVE,
MADERA COUNTY RECORDS, IS TAKEN TO BE NORTH 45°00'41" EAST AS
SHOWN ON SAID TRACT MAP.

EASEMENT ABANDONMENT:

PURSUANT TO SECTION 66445 (J) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS
AND PORTIONS OF EASEMENTS LYING WITHIN THE BOUNDARY OF THIS SUBDIVISION ARE
PROPOSED TO BE ABANDONED:

1. 40' WIDE ROAD EASEMENT PER DEED RECORDED IN BK. 22, PG. 256
2. 40' PUBLIC HIGHWAY EASEMENT PER DEED RECORDED IN BK 100, PG 39
3. 60' OFFER OF DEDICATION TO MADERA COUNTY FOR PUBLIC HIGHWAY AND PUBLIC
UTILITY PURPOSES BK 1854, PG 471 BK 1854, PG 474 BK 1854, PG 478
4. OUTLOT 7A, OUTLOT 8A AND OUTLOT 12A WERE OFFERED AS IRREVOCABLE OFFER OF
DEDICATION TO THE COUNTY OF MADERA PER AMENDED FINAL MAP OF TRACT NO. 269, LARGE
LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER
17, 2017 IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY
RECORDS.
5. OUTLOT 7B AND OUTLOT 7D WERE OFFERED FOR PRIVATE SLOPE PURPOSES PER AMENDED
FINAL MAP OF TRACT NO. 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE
FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017 IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH
157, INCLUSIVE, MADERA COUNTY RECORDS.
6. OUTLOT 7C WAS OFFERED FOR PRIVATE INGRESS AND EGRESS, PRIVATE UTILITY,
PRIVATE LANDSCAPING AND PUBLIC UTILITY PURPOSES PER AMENDED FINAL MAP OF TRACT
NO. 269, LARGE LOT FINAL MAP OF TESORO VIEJO, ACCORDING TO THE FINAL MAP THEREOF,
RECORDED OCTOBER 17, 2017 IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE,
MADERA COUNTY RECORDS.
7. OUTLOT 7E AND OUTLOT 8E DEFINES EXISTING PUBLIC COUNTY ROAD KNOWN AS ROAD
204 PER AMENDED FINAL MAP OF TRACT NO. 269, LARGE LOT FINAL MAP OF TESORO VIEJO,
ACCORDING TO THE FINAL MAP THEREOF, RECORDED OCTOBER 17, 2017 IN BOOK 63 OF MAPS, AT
PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

OUTLOT DESIGNATIONS

THE FOLLOWING OUTLOTS SHALL BE DESIGNATED FOR THE
FOLLOWING PURPOSES:

1. PUBLIC LANDSCAPING PURPOSES:
OUTLOT B, E, F, H, I, J, K, L, M, N, O, P
2. PUBLIC LANDSCAPING AND PRIVATE DRAINAGE PURPOSES:
OUTLOT A
3. PRIVATE PARK AND PRIVATE DRAINAGE PURPOSES:
OUTLOT C, D, G
4. PUBLIC TRAIL AND PRIVATE UTILITY PURPOSES:
OUTLOT Q, R
5. FUTURE DEVELOPMENT:
OUTLOT S, T, U, V

PROPERTY IS SUBJECT TO:

1. CERTIFICATE OF COMPLETION MADERA LAFCO-MADERA COUNTY MOSQUITO AND VECTOR CONTROL
DISTRICT- TESORO VIEJO ANNEXATION (2015-002) RECORDED NOVEMBER 16, 2015 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-027401.
2. AGREEMENT REGARDING WATER DISTRIBUTION FACILITIES RECORDED APRIL 5, 1993 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 9308943.
3. NOTICE OF PERMISSION TO USE LAND RECORDED MAY 18, 2005 IN OFFICIAL RECORDS UNDER
RECORDER'S SERIAL NUMBER 2005-022601.
4. DEVELOPMENT AGREEMENT RECORDED AUGUST 17, 2009 IN OFFICIAL RECORDS UNDER RECORDER'S
SERIAL NUMBER 2009-026796
5. WATER RIGHTS RECORDED SEPTEMBER 9, 2010 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL
NUMBER 2010-025355
6. DEVELOPMENT AGREEMENT RECORDED NOVEMBER 7, 2012 IN OFFICIAL RECORDS UNDER RECORDER'S
SERIAL NUMBER 2012-031520
7. IMPLEMENTATION AGREEMENT TO DEVELOPMENT AGREEMENT RECORDED JULY 12, 2018 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2018015665.
8. AN UNRECORDED LEASE DISCLOSED BY SUBORDINATION OF LEASE RECORDED MAY 3, 2013 IN
OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2013-012222.
9. RECIPROCAL EASEMENT AND IMPROVEMENT AGREEMENT RECORDED OCTOBER 7, 2015 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-024241.
10. RIGHT-TO-FARM NOTICE TRACT NO. 269 RECORDED DECEMBER 14, 2016 IN OFFICIAL RECORDS
UNDER RECORDER'S SERIAL NUMBER 2016031755
11. COVENANT AND AGREEMENT WITH FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER RECORDED
JANUARY 17, 2017 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2017001388.
12. AGREEMENT REGARDING RESTRICTIVE COVENANTS RECORDED JANUARY 25, 2018 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001480.
13. TEMPORARY EASEMENT AGREEMENT FOR TEMPORARY SIGNAGE RECORDED JANUARY 25, 2018 IN
OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001481
14. BRIDGE ACCESS AGREEMENT RECORDED : FEBRUARY 24, 2020 IN OFFICIAL RECORDS UNDER
RECORDER'S SERIAL NUMBER 2020004397
15. TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2020 IN OFFICIAL RECORDS
UNDER RECORDER'S SERIAL NUMBER 2020004512.
16. PUBLIC FEE MAINTENANCE AGREEMENT RECORDED SEPTEMBER 28, 2021 IN OFFICIAL RECORDS
UNDER RECORDER'S SERIAL NUMBER 2021030355.
17. AMENDED AND RESTATED MEMORANDUM OF AGREEMENT RECORDED DECEMBER 17, 2021 IN OFFICIAL
RECORDS UNDER RECORDER'S SERIAL NUMBER 2021038949.

Dwg. Z:\2020\20-052-00\TV-CREEKSIDE LAND PLANNING (86) COUNTY\WORKING\FINAL MAP CREEKSIDE PHASE 2-3-2020\052-00 - PHASE 2-3 - FINAL DWG 1 - Sheet 07 of 20 (2020)86m - KJDLK1 - Printed 07/01/2021 02:58pm - KJDLK1

Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

65/7

FINAL MAP OF TESORO VIEJO - CREEKSIDE

TRACT NO. 311

MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT
NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132
THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014
PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.

CONSISTING OF 17 SHEETS
SHEET 3 OF 17 SHEETS

SEE SHEET 4

SEE SHEET 4

MADERA CANAL OUTLOT 8K

OUTLOT 8B

RESULTANT PARCEL A OF LLA 2018-014
DOC. NO. 2018020686, O.R.M.C.

OUTLOT 8D

TESORO VIEJO BOULEVARD

OUTLOT 8A

OUTLOT 12A

OUTLOT 8A

OUTLOT 7A

LOT 20

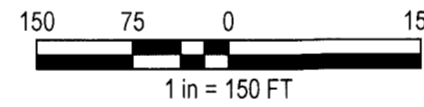
TRACT NO. 269
63-MAPS-132

OUTLOT 7E

ROAD 204

LOT 21

GRAPHIC SCALE



LOT 27

OUTLOT 7B
OUTLOT 7C
OUTLOT 7D

CREEKSIDE AVENUE

ENCHANTED HILLS DRIVE

MULBERRY ROAD

RIO MESA BOULEVARD

RESULTANT PARCEL B OF LLA 2018-014
DOC. NO. 2018020685, O.R.M.C.

TRACT NO. 269
63-MAPS-132

OUTLOT 12C

OUTLOT 12B

OUTLOT 12A

OUTLOT 12D

OUTLOT 12E

OUTLOT 12F

OUTLOT 7A

OUTLOT 7B

OUTLOT 7C

OUTLOT 7D

OUTLOT 7E

OUTLOT 7F

OUTLOT 7G

OUTLOT 7H

OUTLOT 7I

OUTLOT 7J

OUTLOT 7K

OUTLOT 7L

OUTLOT 7M

OUTLOT 7N

OUTLOT 7O

SEE SHEET 5

NOTE:

SEE SHEET 5 FOR
EASEMENT DESCRIPTION

OUTLOT 7I

TRACT NO. 269
63-MAPS-132

OUTLOT 7F

OUTLOT 7K

OUTLOT 7N

TRACT NO. 269
63-MAPS-132

OUTLOT 12F

BOUNDARY SHEET

FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 311

MADERA COUNTY, CALIFORNIA SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27, OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014 PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.

SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.**

CONSISTING OF 17 SHEETS
SHEET 4 OF 17 SHEETS

NOTE:

E# SEE SHEET 5 FOR EASEMENT DESCRIPTION

MADERA CANAL

OUTLOT 8K

OUTLOT 8B

OUTLOT 10B

OUTLOT 8I

LOT 22
TRACT NO. 269
63-MAPS-132

OUTLOT 8J

RESULTANT PARCEL A OF LLA 2018-014
DOC. NO. 2018020685, O.R.M.C.

RESULTANT PARCEL B OF LLA 2018-014
DOC. NO. 2018020685, O.R.M.C.

RESULTANT PARCEL C OF LLA 2018-014
DOC. NO. 2018020685, O.R.M.C.

TRACT NO. 269
63-MAPS-132

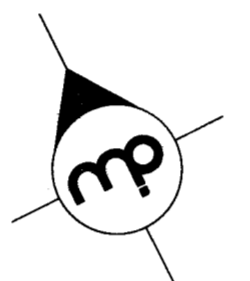
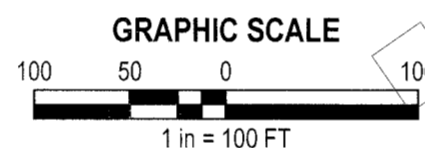
LOT 28

LOT 24

TRACT NO. 269
63-MAPS-132

TREASURE HILLS DRIVE

TESORO VIEJO BOULEVARD



BOUNDARY SHEET

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

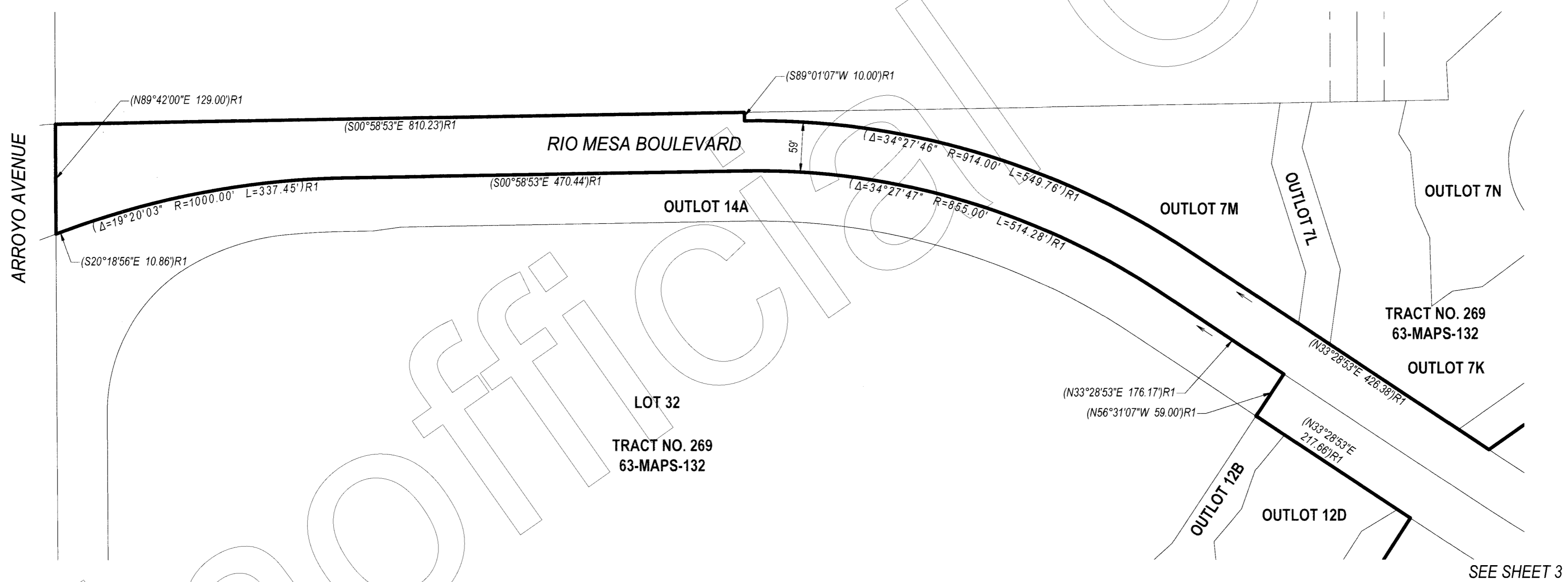
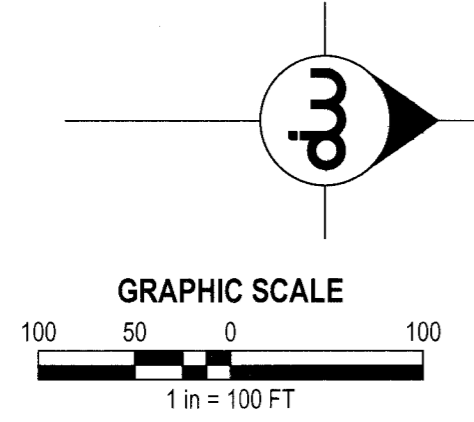
6510

FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

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 SURVEYED AND PLATTED IN AUGUST, 2021
 BY: **MORTON & PITALO, INC.**
 CONSISTING OF 17 SHEETS
 SHEET 5 OF 17 SHEETS

EASEMENT DESCRIPTION:

- E1** THAT PORTION OF A 40' WIDE ROAD EASEMENT PER DEED RECORDED IN BK. 22, PG. 256 TO REMAIN
- E2** THAT PORTION OF A 40' PUBLIC HIGHWAY EASEMENT PER DEED RECORDED IN BK 100, PG 39 TO REMAIN
- E3** THAT PORTION OF A 60' OFFER OF DEDICATION TO MADERA COUNTY FOR PUBLIC HIGHWAY AND PUBLIC UTILITY PURPOSES BK 1854, PG 471 BK 1854, PG 474 BK 1854, PG 478 TO REMAIN
- E4** A RIGHT OF WAY AND EASEMENT TO FLOW AND CONVEY WATERS RECORDED SEPTEMBER 10, 1940 IN BOOK 261 OF OFFICIAL RECORDS, AT PAGE 274.



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

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BOUNDARY SHEET

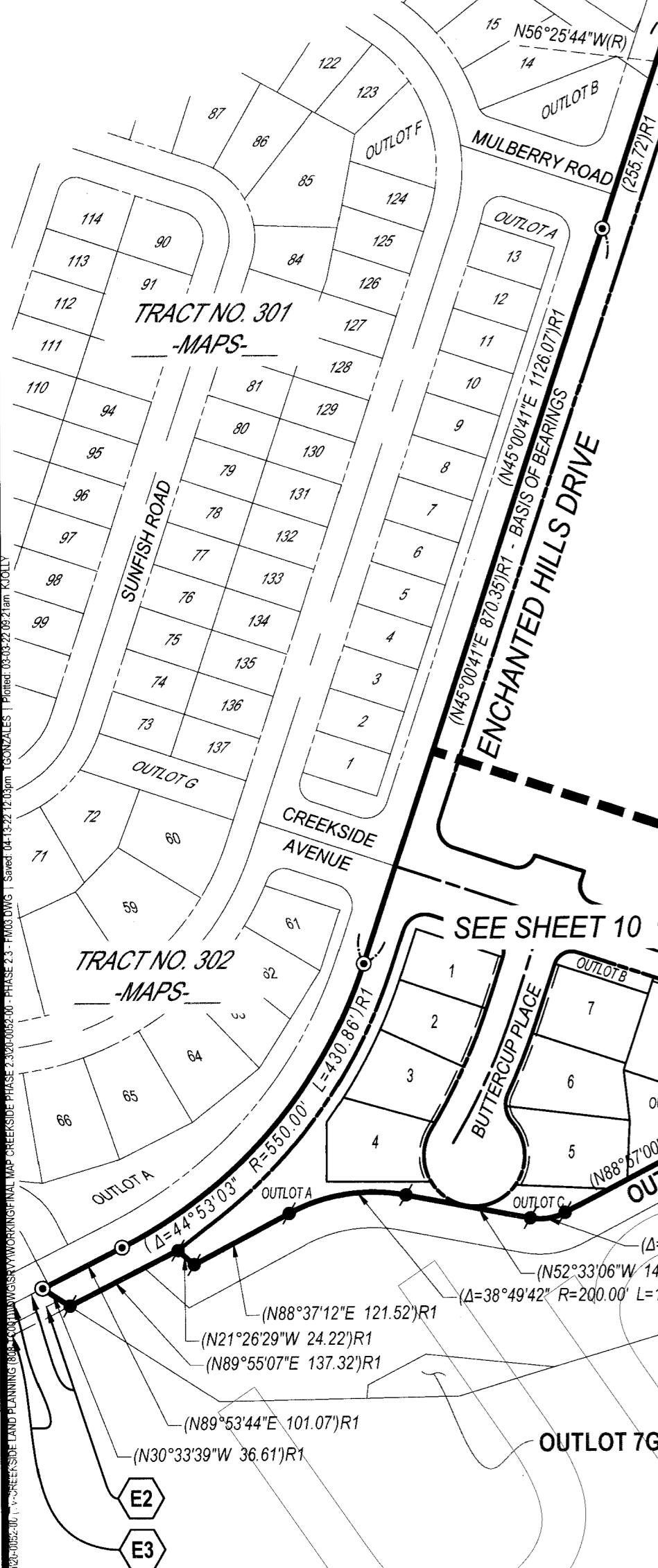
Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

6511

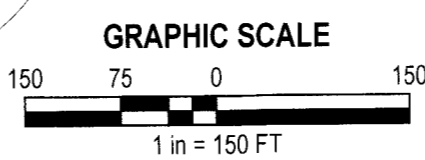
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

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BY: MORTON & PITALO, INC.
 CONSISTING OF 17 SHEETS
 SHEET 6 OF 17 SHEETS



NOTE:
 SEE SHEET 5 FOR
 EASEMENT DESCRIPTION



68/11

65/11

**FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311**

**MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.**

CONSISTING OF 17 SHEETS
SHEET 7 OF 17 SHEETS

NOTE:

SEE SHEET 5 FOR
EASEMENT DESCRIPTION

DATE: 20210802 07:45:00 (MORTON & PITALO, INC.) PROJECT: TESORO VIEJO - CREEKSIDE MAP: SUBDIVISION FILE S#2021-011 SHEET: 7 OF 17 SHEETS

MADERA CANAL

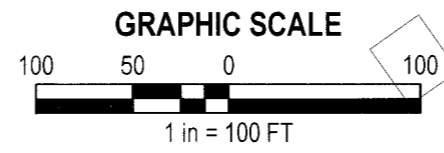
SEE SHEET 6

OUTLOT 8K

OUTLOT 8B

LOT 114
1,029,389 SF

TRACT NO. 269
63-MAPS-132



OUTLOT 8J

RESULTANT PARCEL A OF LLA 2018-014
DOC. NO. 2018020685, O.R.M.C.

RESULTANT PARCEL C OF LLA 2018-014
DOC. NO. 2018020685, O.R.M.C.

TRACT NO. 269
63-MAPS-132

LOT 28

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER
COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED
WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

SEE SHEET 6

OUTLOT 12C

OUTLOT T
96,341 SF

OUTLOT U
39,089 SF

OUTLOT 8G

OUTLOT 13B

OUTLOT 8I

OUTLOT V
74,949 SF

LOT 24

TRACT NO. 269
63-MAPS-132

OUTLOT 10B

OUTLOT 10A

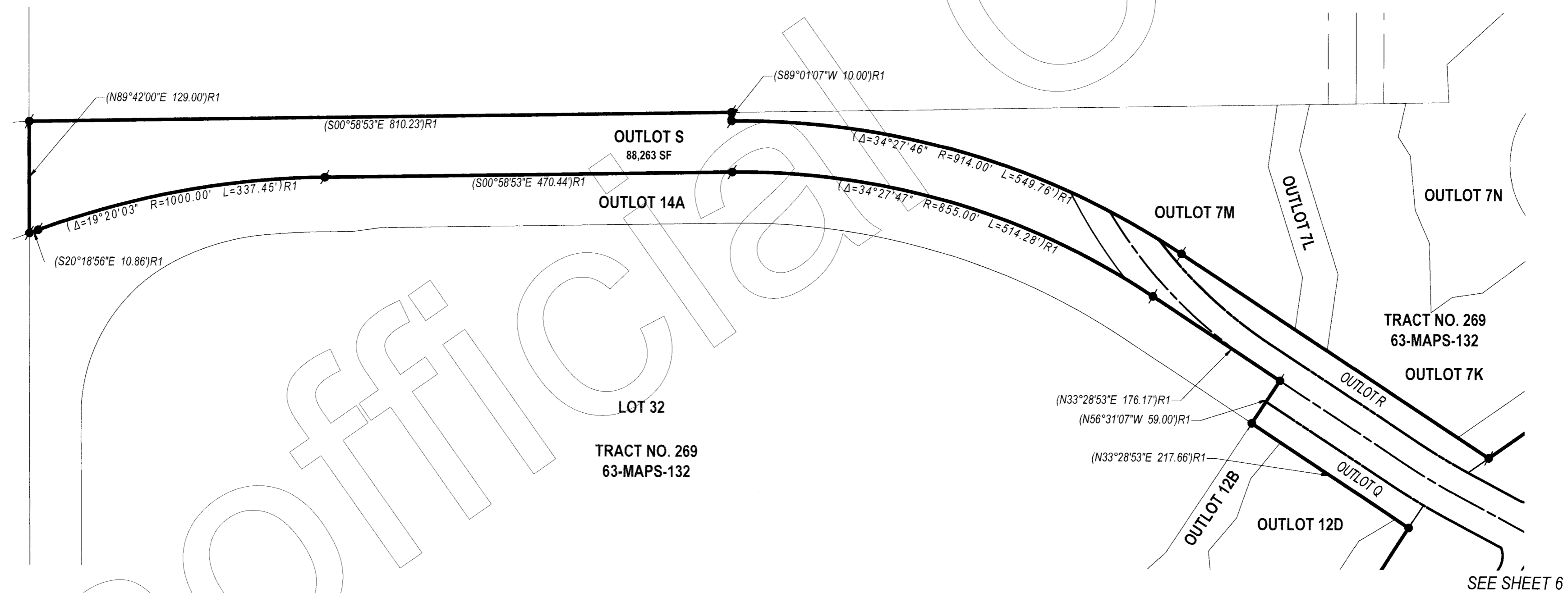
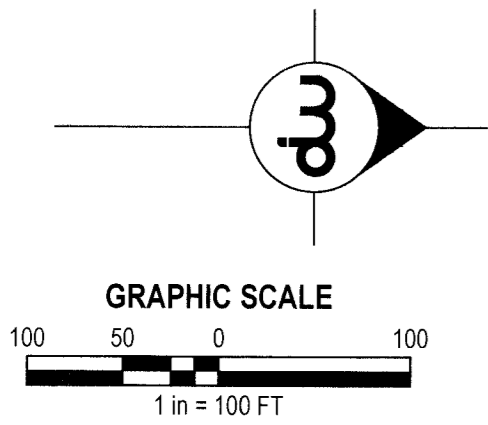
65/12

68/12

FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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BY: **MORTON & PITALO, INC.**
 CONSISTING OF 17 SHEETS
 SHEET 8 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
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 COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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 PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

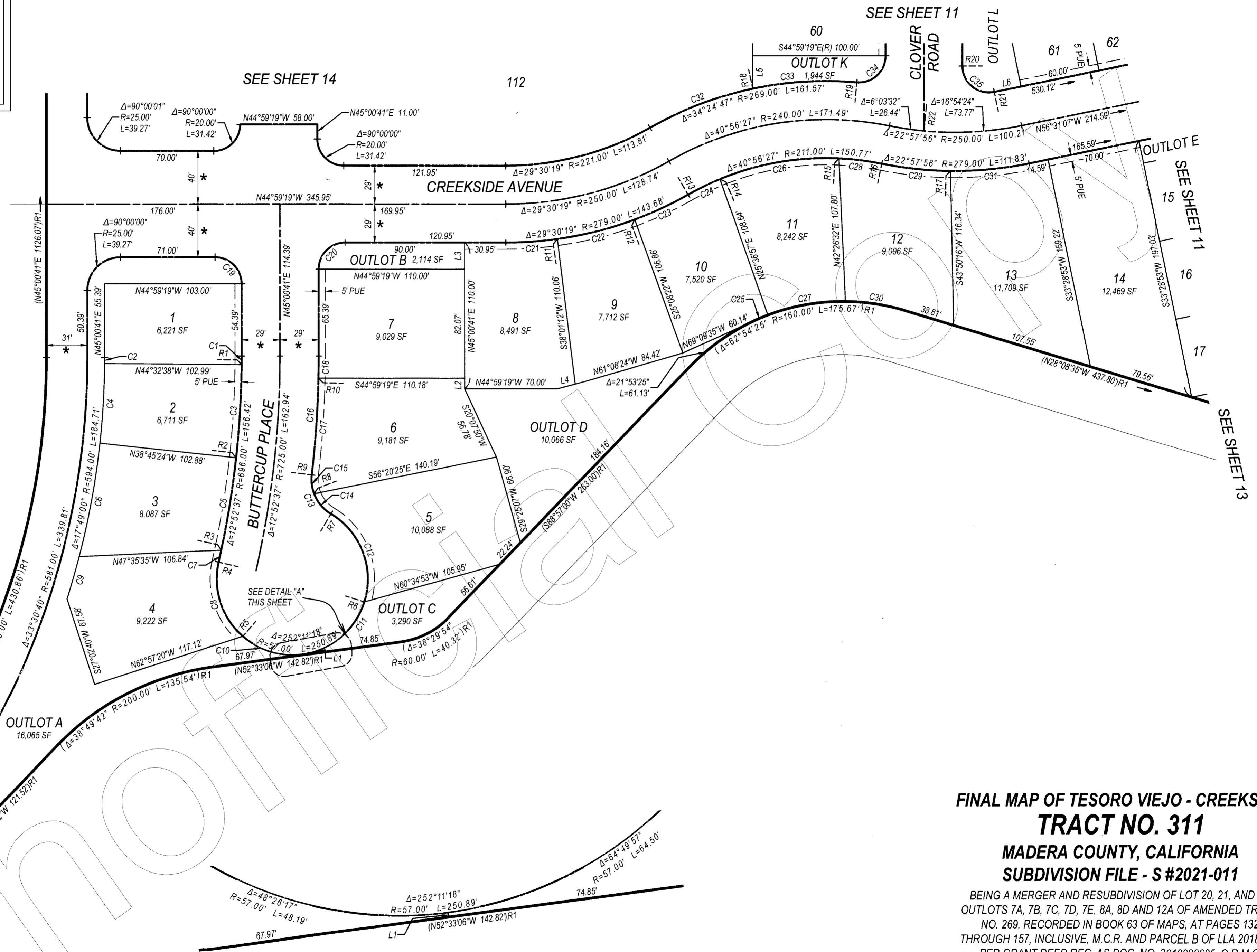
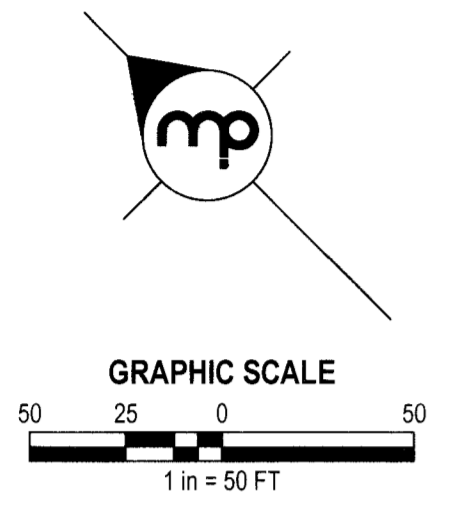
Dwg: Z:\2020\0055-00\TV-CREEKSIDE LAND PLANNING\808\1000\DWG\SRV\WORKING\FINAL MAP CREEKSIDE PHASE 2\2021-0025-00 - PHASE 2.3 - FINAL.DWG | Saved: 04-13-22 12:03pm TCD\ZALES | P:\03-08-2021\09\11\m\KADLY

Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

68/15

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1



DETAIL "A"
1"=10'

FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011
 BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27, OUTLOTS 7A, 7B, 7C, 7D, 7E, 8A, 8D AND 12A OF AMENDED TRACT NO. 269, RECORDED IN BOOK 63 OF MAPS, AT PAGES 132 THROUGH 157, INCLUSIVE, M.C.R. AND PARCEL B OF LLA 2018-014 PER GRANT DEED REC. AS DOC. NO. 2018020685, O.R.M.C.
 SURVEYED AND PLATTED IN AUGUST, 2021
BY: MORTON & PITALO, INC.
 CONSISTING OF 17 SHEETS
 SHEET 10 OF 17 SHEETS

P:\2020\06\05\01\10\CREEKSIDE LAND PLANNING\886-C\01\WORKING\FINAL MAP\CREEKSIDE PHASE 2\20200620-01-01\PHASE 2.3 - FINAL.DWG 11:56am 04/22/2021 08:00am TONZALESI | P:\2020\06\05\01\10\CREEKSIDE LAND PLANNING\886-C\01\WORKING\FINAL MAP\CREEKSIDE PHASE 2\20200620-01-01\PHASE 2.3 - FINAL.DWG 11:56am 04/22/2021 08:00am TONZALESI | P:\2020\06\05\01\10\CREEKSIDE LAND PLANNING\886-C\01\WORKING\FINAL MAP\CREEKSIDE PHASE 2\20200620-01-01\PHASE 2.3 - FINAL.DWG 11:56am 04/22/2021 08:00am TONZALESI | P:\2020\06\05\01\10\CREEKSIDE LAND PLANNING\886-C\01\WORKING\FINAL MAP\CREEKSIDE PHASE 2\20200620-01-01\PHASE 2.3 - FINAL.DWG 11:56am 04/22/2021 08:00am TONZALESI

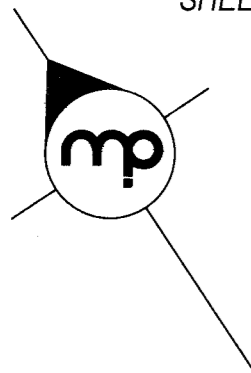
Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

68/15

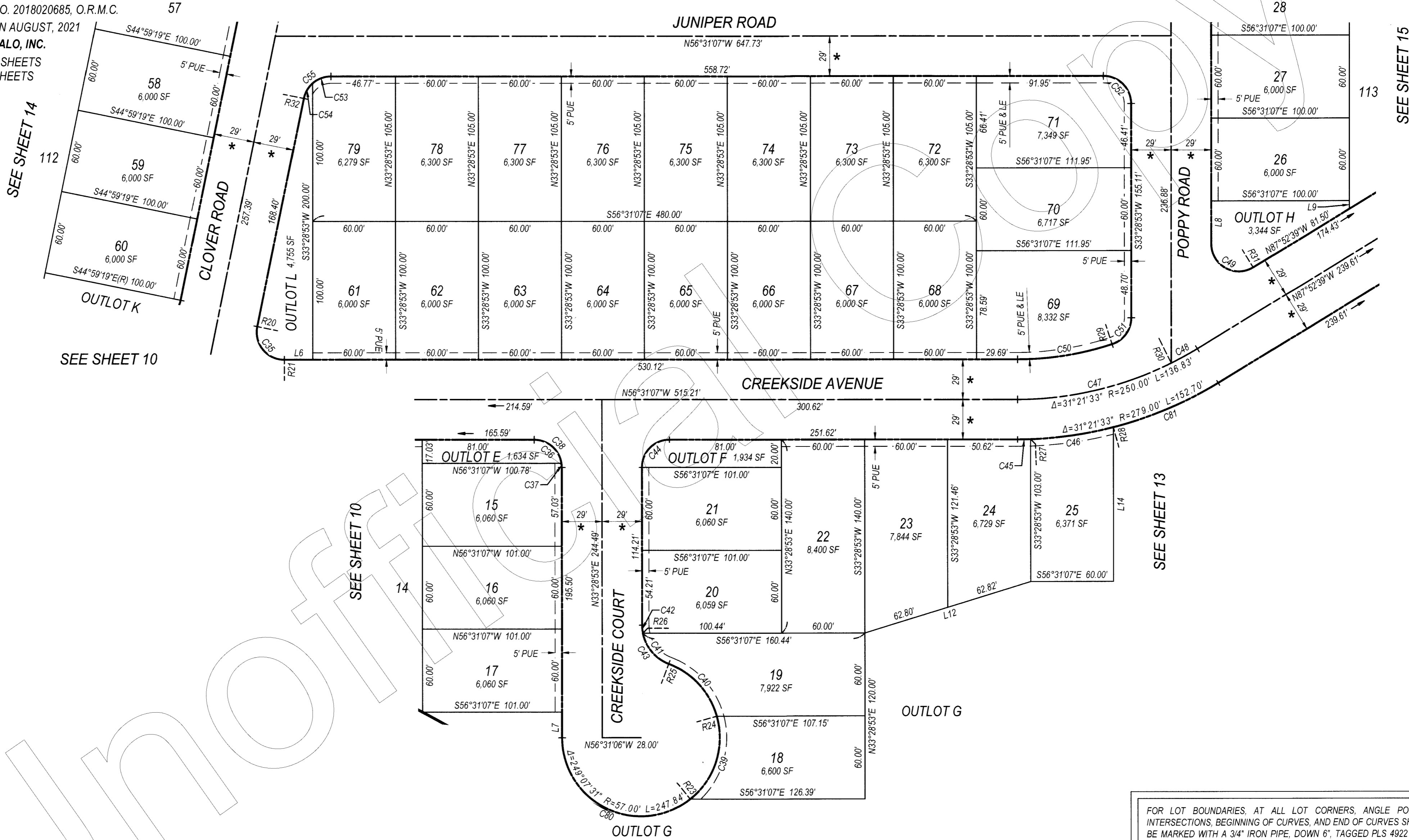
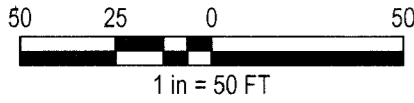
**FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011**

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SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 17 SHEETS
SHEET 11 OF 17 SHEETS



GRAPHIC SCALE



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

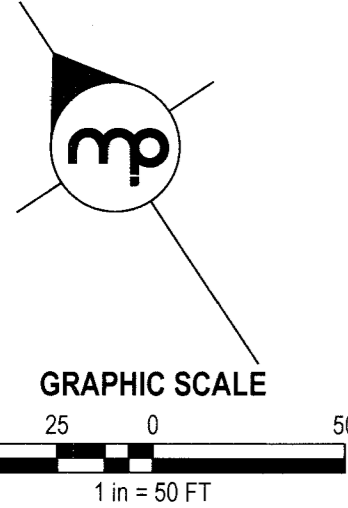
Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBJ #2023-005, Creekside Village 3)

FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

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BY: MORTON & PITALO, INC.
 CONSISTING OF 17 SHEETS
 SHEET 12 OF 17 SHEETS

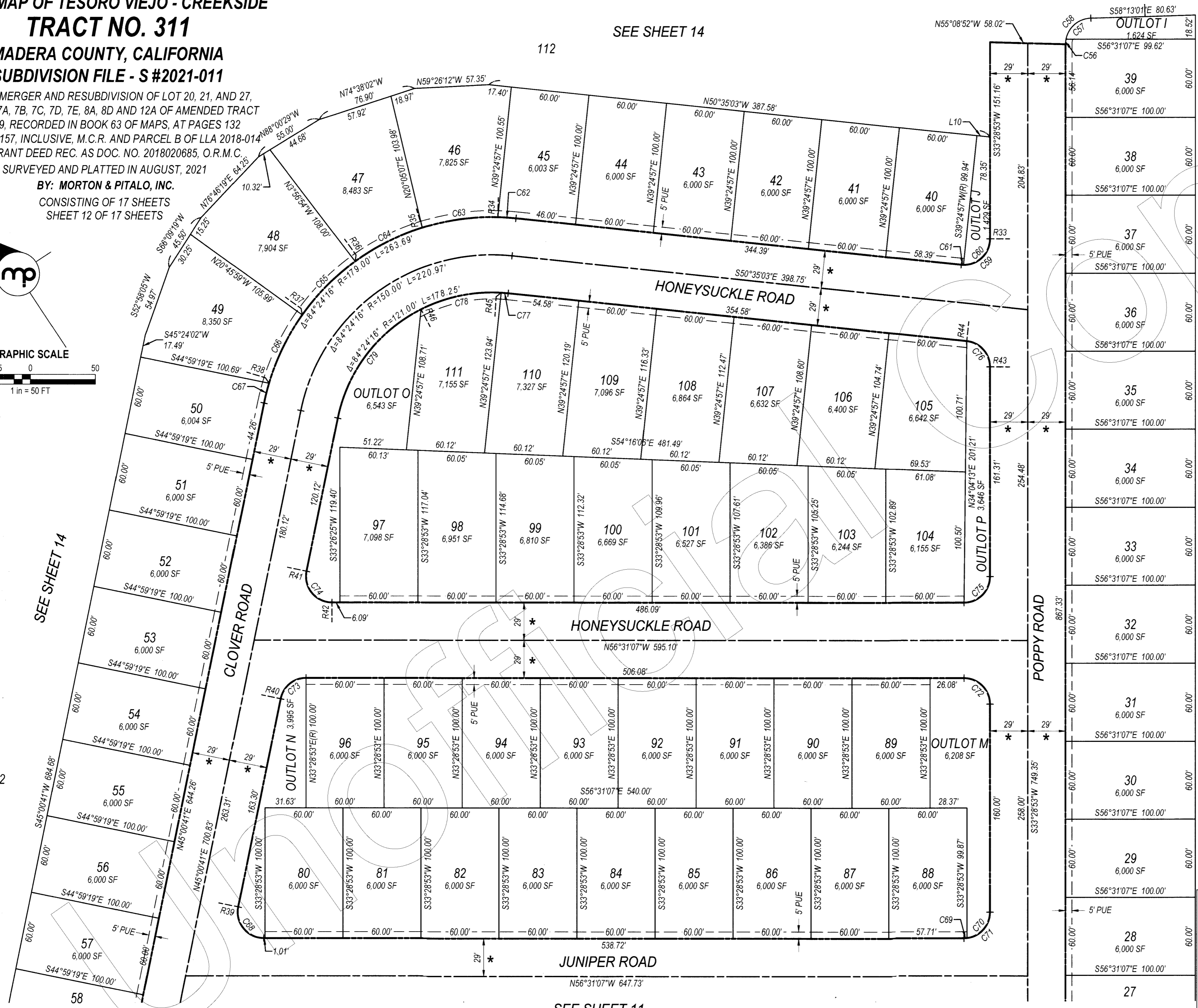
SEE SHEET 14

112



SEE SHEET 14

112



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

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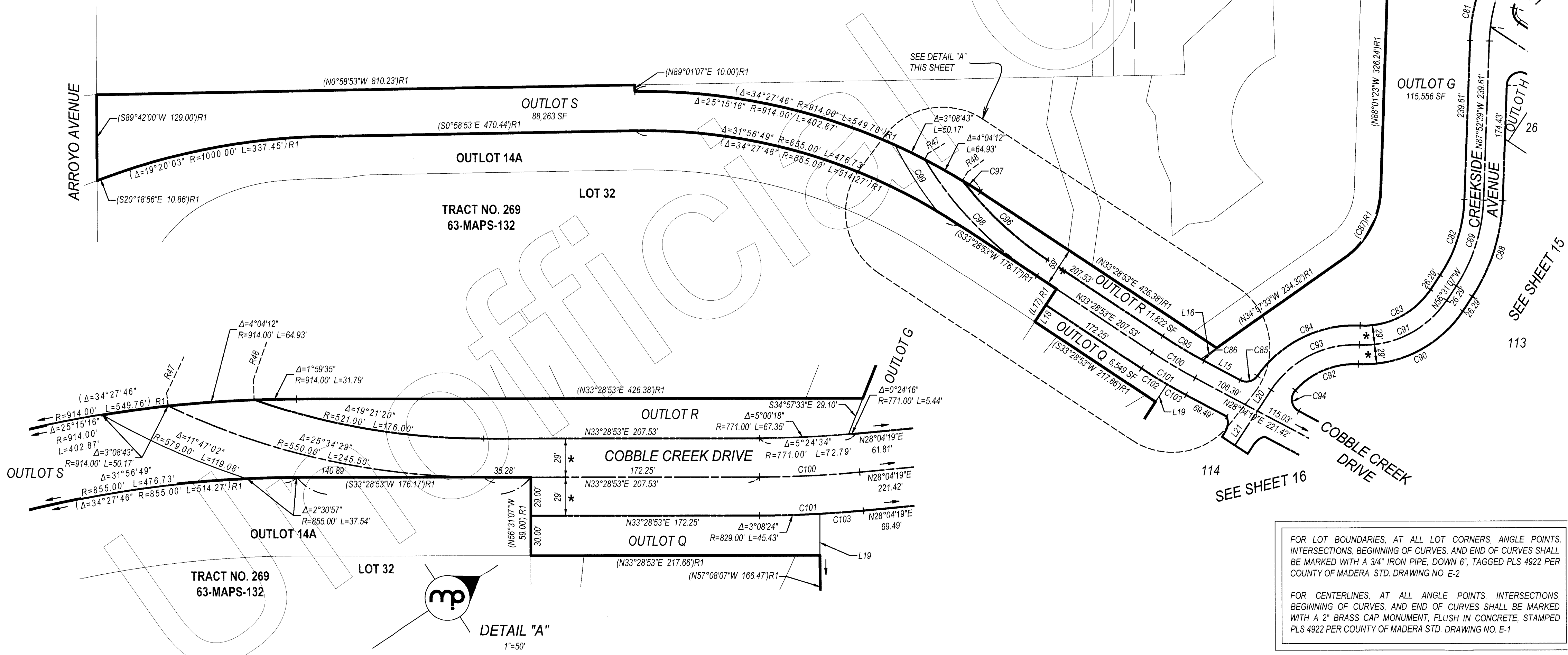
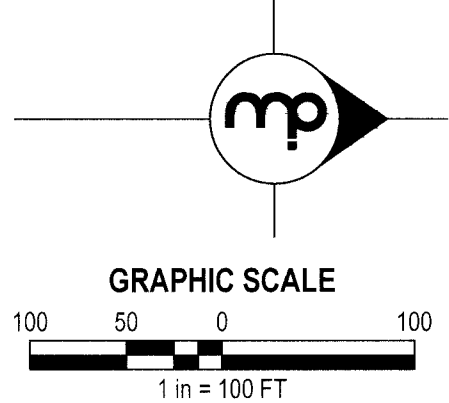
65,18

FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.**
 CONSISTING OF 17 SHEETS
 SHEET 13 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
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 COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBJ #2023-005, Creekside Village 3)

65,18

65/19

FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 311

MADERA COUNTY, CALIFORNIA SUBDIVISION FILE - S #2021-011

BEING A MERGER AND RESUBDIVISION OF LOT 20, 21, AND 27,
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SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.**

CONSISTING OF 17 SHEETS
SHEET 14 OF 17 SHEETS

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
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FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

ENCHANTED HILLS DRIVE

(N45°00'41"E 1126.07')R1

Δ=6°42'51" R=581.00' L=68.08'

(Δ=38°16'21" R=550.00' L=367.39')R1

(N6°44'21"E 39.92')R1

(N89°59'10"E 31.22')R1

(S6°44'21"W 43.59')R1

(Δ=31°33'30" R=581.00' L=320.01')R1

(S31°22'13"W 32.88')R1

(S44°37'18"W 32.00')R1

(Δ=11°03'01" R=282.00' L=54.39')R1

(S40°23'24"E 233.08')R1

(N88°30'00"E 118.79')R1

(N66°28'21"E 28.21')R1

(N83°46'41"E 138.75')R1

S45°24'02"W 17.49'

S52°58'05"W 54.97'

S66°09'19"W 45.50'

(S88°01'45"E 84.03')R1

N76°46'19"E 64.25'

N88°00'29"W 55.00'

(S64°49'23"E 156.22')R1

N74°38'02"W 76.90'

N59°26'12"W 57.35'

(S42°13'00"E 68.76')R1

(S54°55'00"E 69.89')R1

(S64°54'06"E 140.15')R1

(S29°36'41"E 102.98')R1

(S44°31'28"E 43.76')R1

N55°08'52"W 58.02'

(S69°16'58"E 118.41')R1

(S52°30'22"E 204.25')R1

N58°13'01"W 41.86'

N31°46'59"E 174.44'

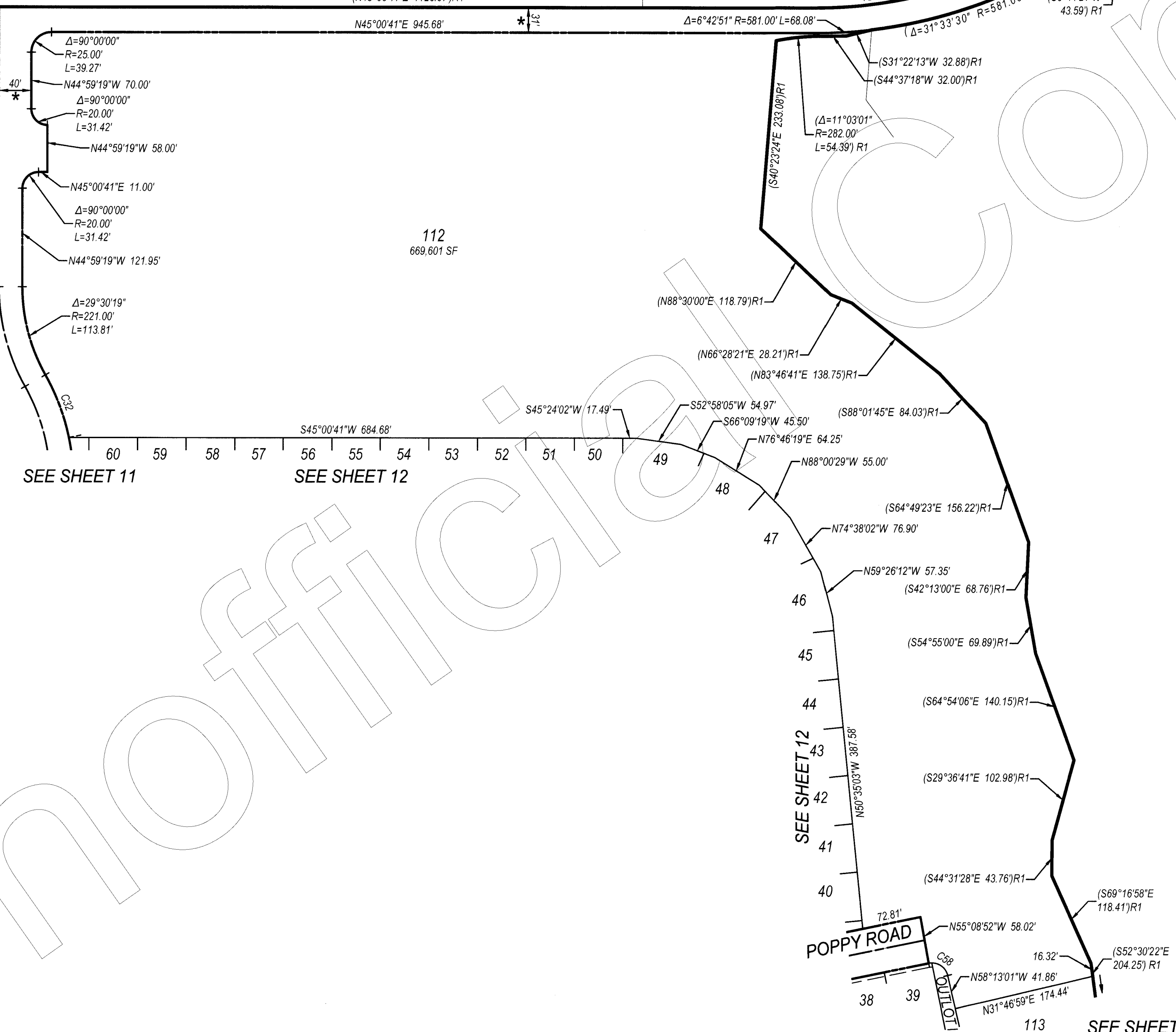
72.81'

16.32'

N45°00'41"E 945.68'

112
669,601 SF

S45°00'41"W 684.68'



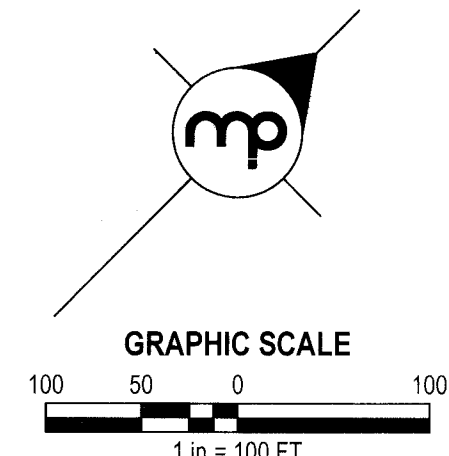
SEE SHEET 10
CREEKSIDE AVENUE

SEE SHEET 11

SEE SHEET 12

SEE SHEET 12

SEE SHEET 15



Dwg: 2:020202-002-00-TV-CREEKSIDE AND PLANNING (888-T001)DWG:SRV:WORKING:FINAL:MAP:CREEKSIDE:PHASE:2:SUB:002-00-PHASE:2-1-FINAL.DWG | Saved: 04-22-2021 08:58am | TONDALES | Printed: 04-02-2021 09:58am | KCLLY

Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

65/19

68/20

FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 311
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-011

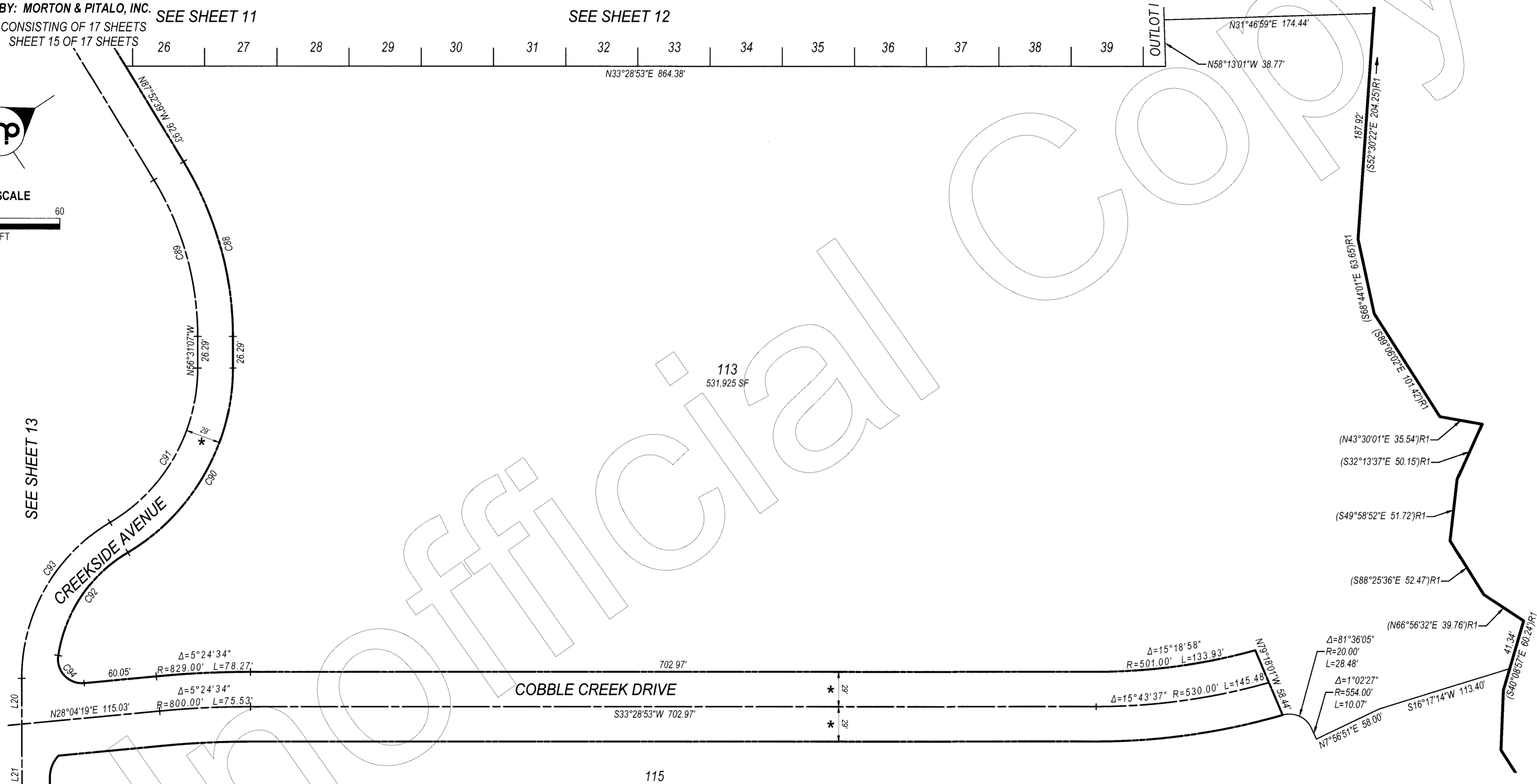
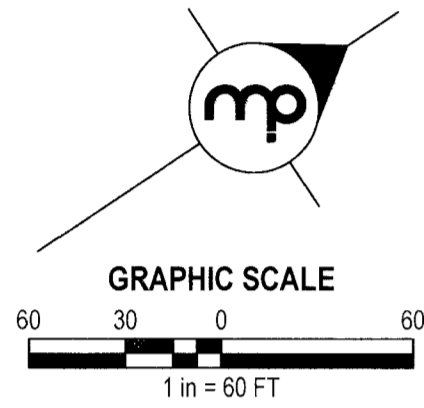
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SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.** SEE SHEET 11
 CONSISTING OF 17 SHEETS
 SHEET 15 OF 17 SHEETS

SEE SHEET 12

SEE SHEET 14



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

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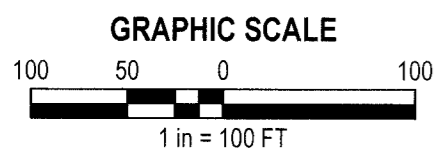
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68/20

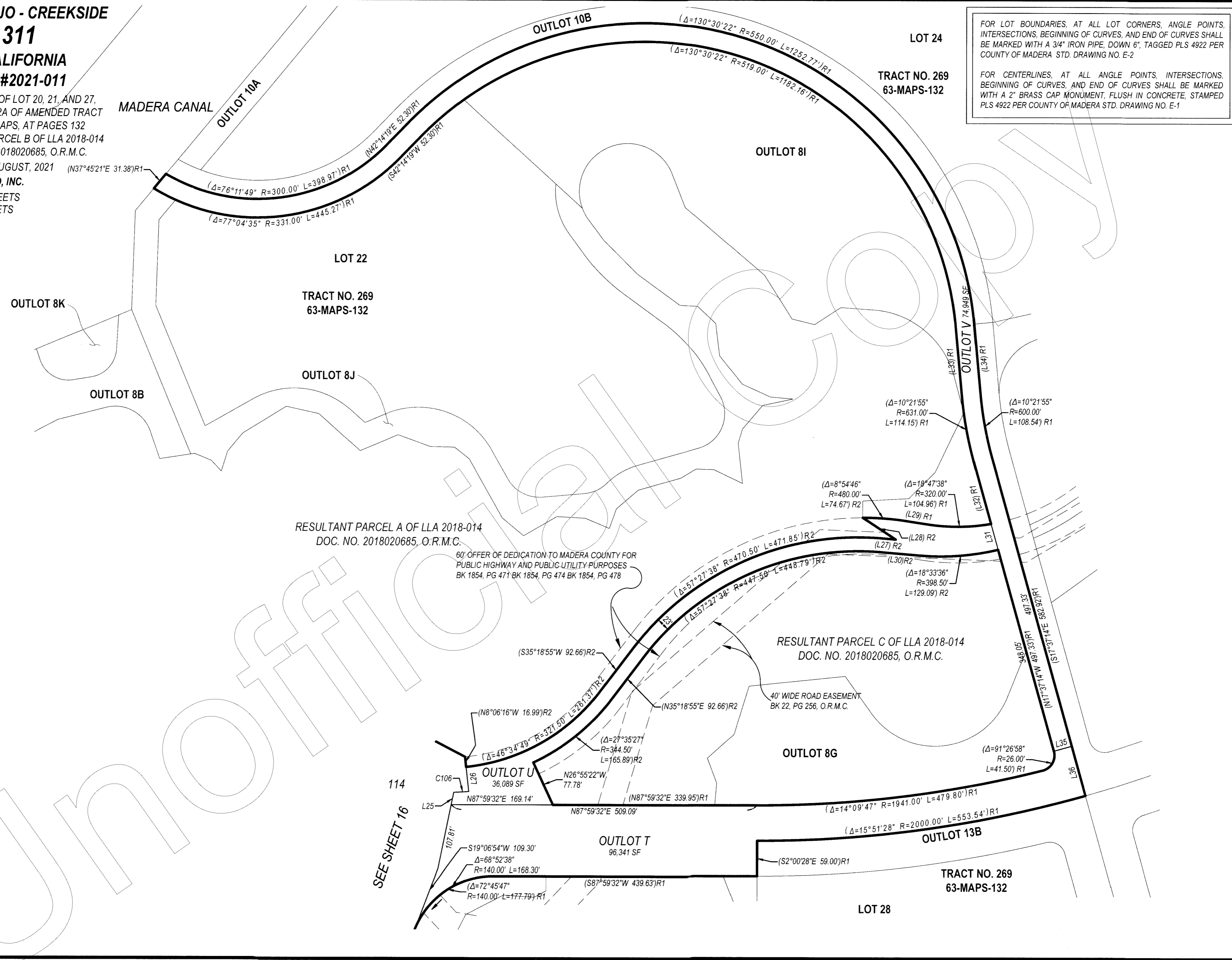
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SURVEYED AND PLATTED IN AUGUST, 2021 (N37°45'21"E 31.38')R1
BY: MORTON & PITALO, INC.
CONSISTING OF 17 SHEETS
SHEET 17 OF 17 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2
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Dwg: 2:202002:0052:0017V-CREEKSIDE LAND PLANNING (808 T001)DWGSRVW\WORKING\FINAL MAP CREEKSIDE PHASE 2:202005:00 - PHASE 2.3 - FINAL DWG - 1 - Saved: 04-22-21 08:36am - TCONZALEZ | Pinned: 03-24-21 05:56am - KULLY

Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

68/23

SURVEYOR'S STATEMENT

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyor's Act in May, 2018 at the request of George Veater.



Travis Davis
Travis Davis PLS 7061
Expires December 31, 2020

COUNTY SURVEYOR'S STATEMENT

This map has been examined in accordance with Section 8766 of the Land Surveyor's Act this 23rd day of AUGUST, 2022.



Garland R. Shaw II PLS 4837
Acting County Surveyor

RECORDERS'S STATEMENT

Filed this 24th day of August, 2022 at 1:36 PM, in Book 68 at Page 23, at the request of Davis Surveys.

Document No. 2022022063

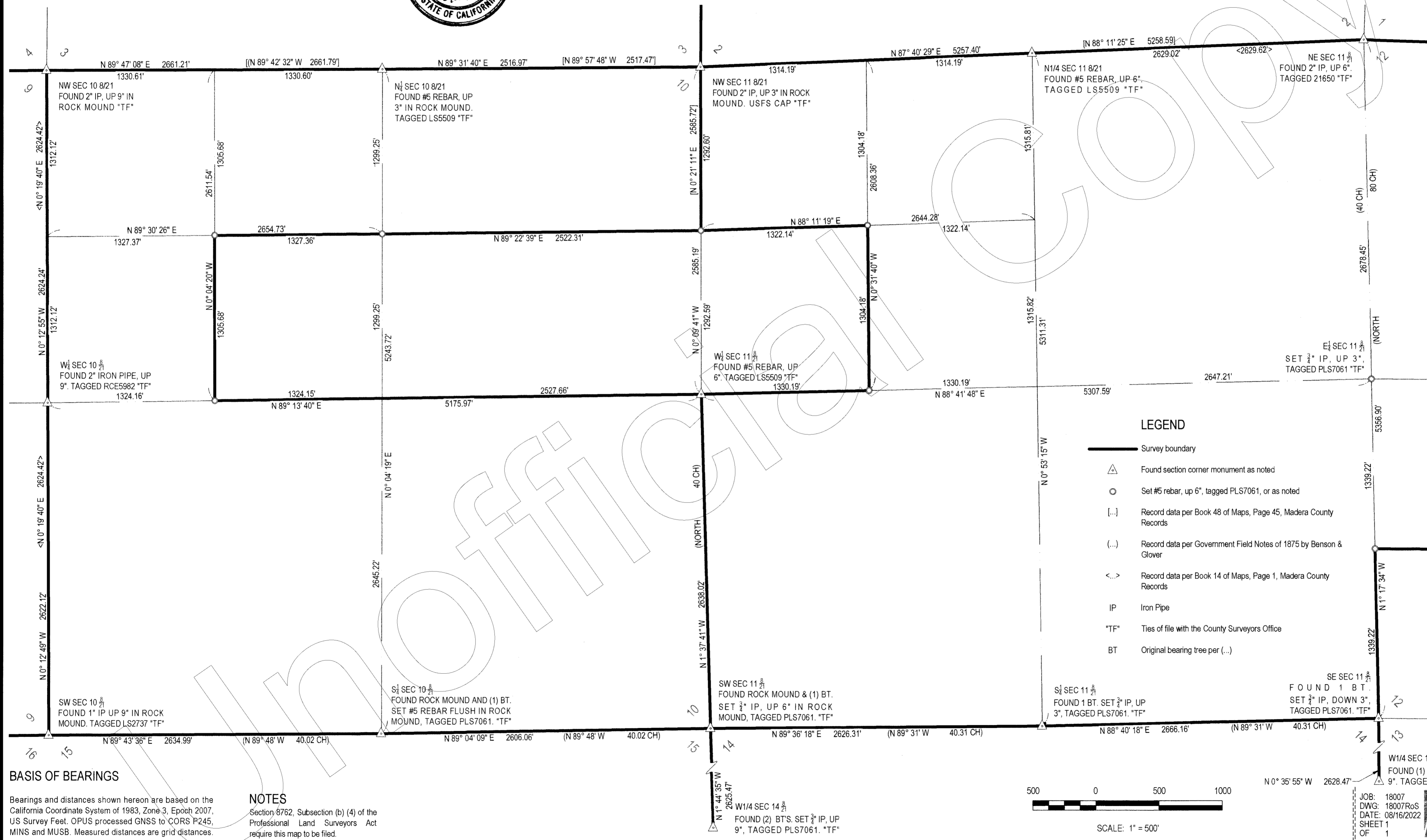
Fee: \$8,500

Rebecca Martinez
Deputy County Recorder
By: [Signature] Deputy County Recorder

RECORD OF SURVEY

2020-0002
IN THE COUNTY OF MADERA, STATE OF CALIFORNIA
CONSISTING OF ONE SHEET

SECTIONS 10 & 11, T.8 S., R.21 E., M.D.B.&M.



LEGEND

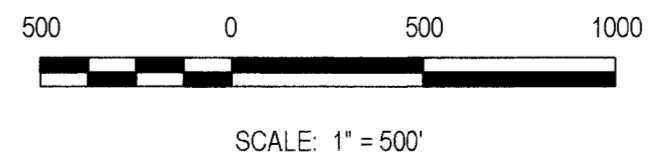
- Survey boundary
- △ Found section corner monument as noted
- Set #5 rebar, up 6", tagged PLS7061, or as noted
- [...] Record data per Book 48 of Maps, Page 45, Madera County Records
- (...) Record data per Government Field Notes of 1875 by Benson & Glover
- <...> Record data per Book 14 of Maps, Page 1, Madera County Records
- IP Iron Pipe
- *TF* Ties of file with the County Surveyors Office
- BT Original bearing tree per (...)

BASIS OF BEARINGS

Bearings and distances shown hereon are based on the California Coordinate System of 1983, Zone-3, Epoch 2007, US Survey Feet. OPUS processed GNSS to CORS P245, MINS and MUSB. Measured distances are grid distances.

NOTES

Section 8762, Subsection (b) (4) of the Professional Land Surveyors Act require this map to be filed.



JOB: 18007
DWG: 18007RoS
DATE: 08/16/2022
SHEET 1 OF 1
DAVIS SURVEYS
pls7061@outlook.com
TEL 559.683.2757

Attachment: Final Map (10274 : Amended Final Tract Map No. 311 - SUBF #2023-005, Creekside Village 3)

68/23

LEAD AGENCY NAME	CERTIFICATE OF POSTING FILED IN THE OFFICE OF THE MADERA COUNTY CLERK ON			
Madera County				
LEAD AGENCY STREET ADDRESS	POSTED		REMOVED	
200 West Fourth Street				
CITY, STATE ZIP	RETURNED TO AGENCY ON:			
Madera, CA 93637				
Lead Agency Email	DEPUTY:			
Samuel.Rashe@MaderaCounty.com				

COMPLETE AND SUBMIT THIS FORM WITH EACH CEQA NOTICE FILED WITH THE COUNTY CLERK
Type or Print Clearly

Project Title

SUBF #2023-005

Project Applicant Name

CREEKSIDE RM INC

Project Applicant Email

Applicant Address

7020 N. Van Ness Blvd.

Applicant Contact Phone Number

559-256-7000

City, State Zip Code

Fresno CA 93711

Filing Type:

EIR: MND/ND: NOE: Other (fill in type):

All filing fees are due at the time a Notice of Determination/Exemption is filed with our office. For more information on filing fees due and No Effect Determinations, please refer to California Code of Regulations, Title 14, section 753.5.

The Madera County Clerk is unable to accept third-party checks. Please instruct any other interested party besides the applicant or lead agency that is paying for a CEQA notice to submit a money order or cashier's check payable to Madera County Clerk to avoid delays in filing.

All CEQA notices are open to public inspection as required by law online at www.maderacounty.com or in-person at the public computer kiosks located in th Madera County Clerk lobby. (This cover sheet shall not be posted online and will be used for filing purposes only and returned with the original notice to the lead agency listed above after the completion of the posting period.

Notice of Exemption

Appendix E

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044
 County Clerk
 County of: Madera

From: (Public Agency): Madera County
Community & Economic Development

 _____ (Address)

Project Title: SUBF #2023-005

Project Applicant: CREEKSIDE RM INC

Project Location - Specific:
 Located on the southwest corner of Enchanted Hill Drive and Mulberry Road (no situs), Madera.

Project Location - City: _____ Project Location - County: Madera

Description of Nature, Purpose and Beneficiaries of Project:
 To amend the dimensions and alignments of lots, outlots, and streets shown on the Creekside Final Map of Tesoro Viejo Tract No. 311. The proposed modification includes the following lots and outlots: Lots: 40 - 60, 114

Name of Public Agency Approving Project: Madera County

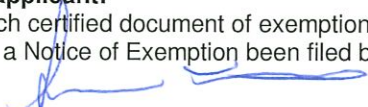
Name of Person or Agency Carrying Out Project: Samuel J. Rashe

- Exempt Status: **(check one):**
- Ministerial (Sec. 21080(b)(1); 15268);
 - Declared Emergency (Sec. 21080(b)(3); 15269(a));
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - Categorical Exemption. State type and section number: 15182
 - Statutory Exemptions. State code number: _____

Reasons why project is exempt:
 Eligibility. Where a public agency has prepared an EIR on a specific plan after January 1, 1980, a residential project undertaken pursuant to and in conformity to that specific plan is exempt from CEQA if the project meets the requirements of this section. Residential projects covered by this section include but are not limited to land subdivisions, zoning

Lead Agency
 Contact Person: Samuel J. Rashe Area Code/Telephone/Extension: 559-675-7821

- If filed by applicant:**
1. Attach certified document of exemption finding.
 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 12/1/2023 Title: Senior Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Attachment: Notice of Exemption (10274 : Amended Final Tract Map No. 311 – SUBF #2023-005, Creekside Village 3)



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

7.b

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL **December 12, 2023**
Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 7.b PUBLIC HEARINGS:	
SUBJECT: Amended Final Tract Map No. 313 – SUBF #2023-006, Creekside Village 4		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10275	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Hearing to consider adoption of a Resolution approving the application of Creekside RM, LLC for a subdivision final map amendment of Tesoro Viejo, Creekside Village 4, Tract No. 313 and approving a related Notice of Exemption under the California Environmental Quality Act (CEQA) pursuant to sec. 15268 of the California Public Resources Code (PRC).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

On August 2, 2022 the Board of Supervisors adopted a resolution approving Final Subdivision Map Tract 313 of Tesoro Viejo, Creekside Village 4, authorized the Chief Clerk of the Board to sign and record Final Subdivision Map Tract 313 of Tesoro Viejo, Creekside Village 4, entered into an Improvement Agreement with CREEKSIDE RM, LLC to defer improvements and authorize the Chairman to sign the necessary documents to affect the agreement, authorized the Chief Clerk of the Board to record a Covenant and Agreement Regarding Restricting Transfers of Real Property for Final Subdivision Map Tract 313 of Tesoro Viejo, Creekside Village 4 and allowed the recording of the Right to Farm Notice for Final Subdivision Map Tract 313 of Tesoro Viejo, Creekside Village 4.



BOARD OF SUPERVISORS COUNTY OF MADERA

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7.b

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

The applicant is proposing to amend the dimensions and alignments of lots, outlots, and streets shown on the Creekside Final Map of Tesoro Viejo Tract No. 313. The proposed modification includes the following lots and outlots: Lots 1-80, Outlots: A, B, C, D, E, F.

Per the Madera County Municipal Code (17.84.030) modifications can be made to a final map after it is recorded upon findings that there are changed circumstances make any or all of the conditions of the map no longer appropriate or necessary and:

1. The modifications do not impose any additional burden on the present fee owner of the property;
2. The modifications do not alter any right, title or interest in the real property reflected on the recorded map;
3. The map as modified conforms to the provisions of Government Code Section 66474, in that the modification to the map would not require denial of the map.

On November 7, 2023, the Planning Commission considered this map as required by Section 17.84.030 of the Madera County Code and recommended approval by a 4-0-1 vote.

FISCAL IMPACT:

None

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

ATTACHMENTS

1. Resolution- SUBF 2023-006
2. Amended Final Map - Creekside Village 4
3. Final Map - Tract 313
4. Notice of exemption 2023-006

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>PCR 2023-</u>
)	
CREEKSIDE RM, LLC	)	RESOLUTION APPROVING THE
AMENDED SUBDIVISION FINAL MAP	)	APPLICATION OF CREEKSIDE RM, LLC
SUBF#2023-006	)	FOR A SUBDIVISION FINAL MAP
	)	AMENDMENT AND APPROVING A
	)	RELATED NOTICE OF EXEMPTION
	)	UNDER THE CALIFORNIA
_____	)	ENVIRONMENTAL QUALITY ACT

WHEREAS, the Board of Supervisors at a regular meeting in the Madera County Government Center, 200 West Fourth Street, Madera, California on Tuesday, December 12, 2023, held a duly noticed public hearing to consider the application of CREEKSIDE RM, LLC to amend a Subdivision Final Map; and

WHEREAS, County staff has presented substantial factual information regarding the tentative subdivision map; and

WHEREAS, the hearing was to consider the application of Creekside RM, LLC to amend the dimensions and alignments of lots, outlots, and streets shown on the Creekside Final Map of Tesoro Viejo Tract No. 313. The proposed modification includes the following lots: 1 – 80 and Outlots: A, B, C, D, E, F; and

WHEREAS, the properties 081-421-001 through 081-421-057, 081-412-006 through -012, 081-413-010 through -023 are located on the southwest corner of Enchanted Hill Drive and Mulberry Road (no situs), Madera; and

WHEREAS, the property is zoned TV-MDR (Tesoro Viejo-Median Density Residential), and TV-LDR (Tesoro Viejo – Low-Density Residential); and

Attachment: Resolution- SUBF 2023-006 (10275 : Amended Final Tract Map No. 313 – SUBF #2023-006, Creekside Village 4)

WHEREAS, a draft Notice of Exemption was also considered; and

WHEREAS, the Board of Supervisors has considered all public testimony and information presented during the public hearing regarding this item.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors finds as follows:

1. A Notice of Exemption under the California Environmental Quality Act is approved.

2. The modifications do not impose any additional burden on the present fee owner of the property. The applicant came forward with the request for the amendment and would not impose any additional burden. All previous covenants or improvement agreements will remain in effect.

3. The modifications do not alter any right, title or interest in the real property reflected on the recorded map. The current lots in Tract 311 remain under common ownership.

4. The map as modified conforms to the provisions of Government Code Section 66474, in that the modification to the map would not require denial of the map. The proposed map meets all requirements of Government Code Section 66474 and Title 17 of the Madera County Code.

5. As a result of Findings 1 – 4, the Amended Subdivision Final Map is approved, subject to the applicable conditions.

6. Upon approval by the Board of Supervisors , and when the subdivider has fully complied with all requirements of law, having filed with the Board Clerk the agreement and bond, or deposit, as to required construction and improvements, unless

previously provided in connection with the original final map, and also approved as to form and sufficiency by the county surveyor as per Madera County Code Section 17.84.050, the Board Clerk shall present said amended final map to the County Recorder as per Madera County Code Section 17.84.060 and thereafter record the same with the county recorder, when and not before the subdivider has deposited with the county recorder the required fee.

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Attachment: Resolution- SUBF 2023-006 (10275 : Amended Final Tract Map No. 313 – SUBF #2023-006, Creekside Village 4)

* * * * *

The foregoing Resolution was adopted this _____ day of _____ 2023,
by the following vote:

Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

Dale E.

By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
 DN: CN = Dale E. Bacigalupi email =
 dbacigalupi@lozanosmith.com C =
 US O = Lozano Smith
 Date: 2023.12.01 09:09:27 -08'00'

SUBDIVIDER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE, OR INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION FOR PUBLIC STREETS, PUBLIC UTILITY, AND PRIVATE UTILITY PURPOSES THOSE CERTAIN STRIPS OF LAND DESIGNATED ON THIS MAP:

CREEKSIDE RM, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ROBERT A. McCAFFREY
MANAGER / CHIEF EXECUTIVE OFFICER

BY: BRENT M. McCAFFREY
PRESIDENT

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 313**

**MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003**

BEING A MERGER AND RESUBDIVISION OF LOT 112 AND OUTLOT K
TRACT NO. 311 RECORDED IN BOOK ___ OF MAPS,
AT PAGES ___ THROUGH __, INCLUSIVE,
MADERA COUNTY RECORDS
SURVEYED AND PLATTED IN AUGUST, 2021
BY: MORTON & PITALO, INC.
CONSISTING OF 5 SHEETS
SHEET 1 OF 5 SHEETS

THE PURPOSE OF THIS MAP IS TO AMEND THE DIMENSIONS AND ALIGNMENT OF LOTS AND OUTLOTS AS SHOWN ON THE CREEKSIDE FINAL MAP OF TESORO VIEJO TRACT NO. 313 ACCORDING TO THE MAP RECORDED ON SEPTEMBER 2, 2022 IN BOOK 68 OF MAPS, AT PAGES 39 THROUGH 43, INCLUSIVE, DOCUMENT NO. 2022022946, MADERA COUNTY RECORDS.

THE AMENDMENTS ARE AS FOLLOWS:
1. THE FOLLOWING LOTS AND OUTLOTS HAVE BEEN MODIFIED PER THE AMENDED MAP:
LOTS: 1-80

OUTLOTS: A, B, C, D, E, F

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 112 OF FINAL MAP TRACT NO. 311 RECORDED IN BOOK ___ OF MAPS, AT PAGES ___ THROUGH __, INCLUSIVE, MADERA COUNTY RECORDS ON ____, 2022 PER DOCUMENTO NO. ____.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, AND MINERALS IN AND UNDER SAID LANDS AS CONVEYED BY OCCIDENTAL LIFE INSURANCE COMPANY, A CORPORATION, TO CALIFORNIA LANDS, INC., A CORPORATION BY DEED DATED JULY 16, 1939, AND RECORDED SEPTEMBER 6, 1939, IN BOOK 249 OF OFFICIAL RECORDS, PAGE 38, MADERA COUNTY RECORDS.

PLANNING COMMISSION STATEMENT

I, MATTHEW TREBER, SECRETARY OF THE MADERA COUNTY PLANNING COMMISSION, HEREBY STATE THAT THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP.

DATED _____

MATTHEW TREBER
SECRETARY OF MADERA COUNTY
PLANNING COMMISSION

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON _____, BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

PROPERTY IS SUBJECT TO:

SEE SHEET 3

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON _____, BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

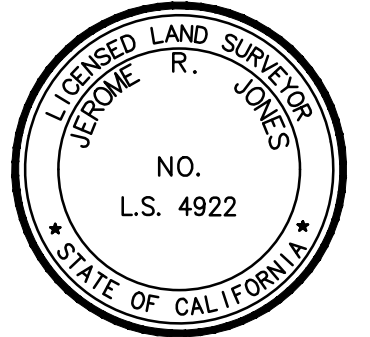
SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CREEKSIDE RM, LLC ON JUNE 1, 2021. I HEREBY STATE THAT ALL THE SUBDIVISION BOUNDARY MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, THAT ALL THE INTERIOR MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS AFTER THE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED _____

JEROME R. JONES
P.L.S. 4922



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, APPLICABLE STATUTES, AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED _____

PETER REI
P.L.S. 5963

CLERK OF THE BOARD'S STATEMENT

I, KAREN SCRIVNER, CLERK OF THE BOARD OF SUPERVISORS OF MADERA COUNTY, HEREBY STATE THAT THE BOARD OF SUPERVISOR'S BY RESOLUTION DULY ADOPTED ON _____, 2022, APPROVED THE WITHIN MAP, ABANDONED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION PREVIOUSLY DEDICATED AND NOTED FOR ABANDONMENT WITHIN THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. ACCEPTANCE OF THIS OFFER OF DEDICATION DOES NOT CONSTITUTE ACCEPTANCE OF THE PROPERTY DESCRIBED INTO THE COUNTY ROAD SYSTEM PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 941.

DATED _____

KAREN SCRIVNER
CLERK OF THE BOARD OF SUPERVISOR'S

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2022, AT _____ .M., IN BOOK _____ OF MAPS, AT PAGES _____, MADERA COUNTY RECORDS, AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. _____

FEE: \$ _____

REBECCA MARTINEZ
MADERA COUNTY CLERK-RECORDER

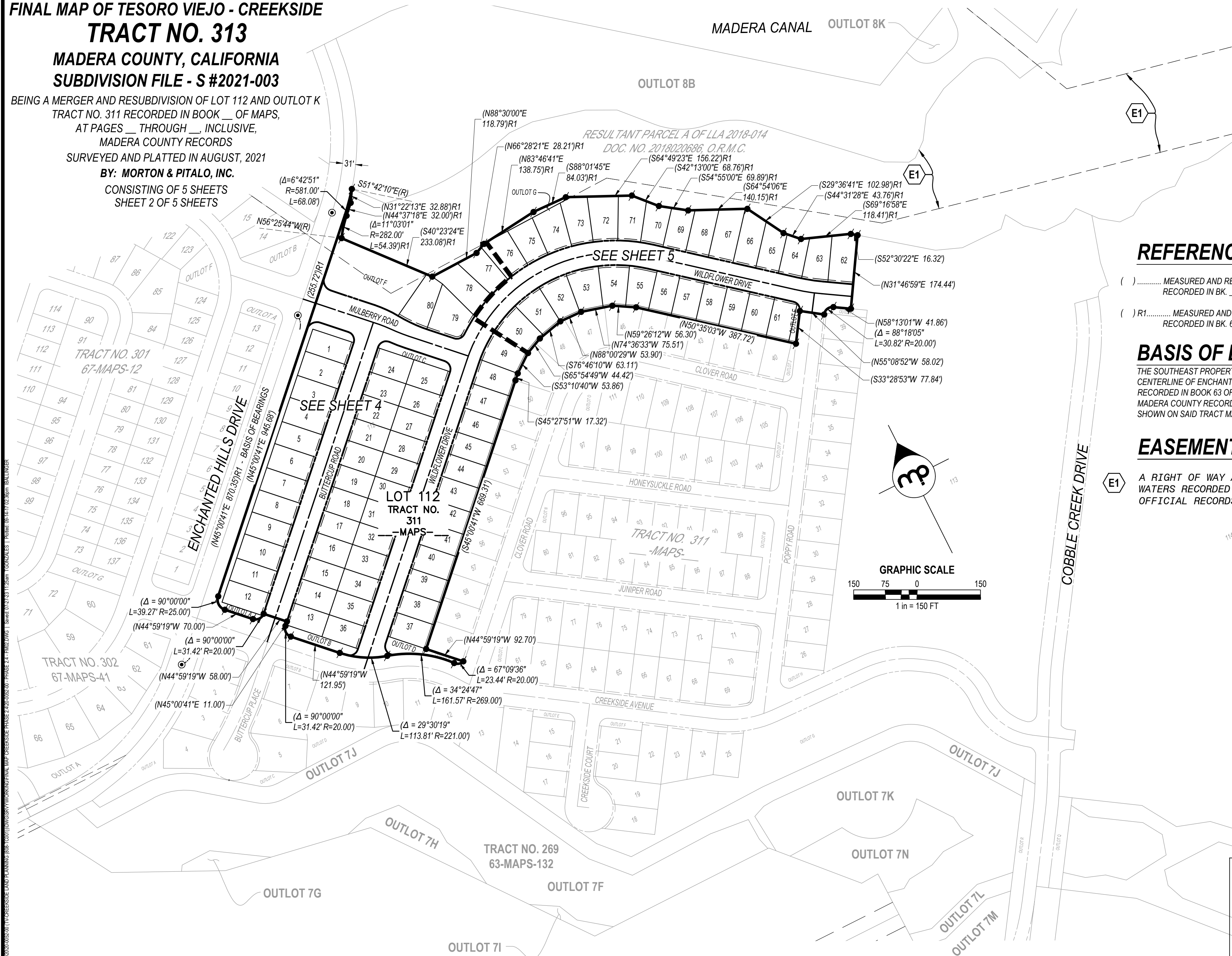
BY _____
DEPUTY COUNTY RECORDER

Doc: 2022022946; County: Madera; Title: AMENDED FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 313; Sub: 1; Sheet: 01; Date: 2022-08-23 10:46am; File: 2022022946; Phase: 2; Record: 2022022946; Status: 1; Type: 1; User: JEROME R. JONES; Role: Surveyor; License: L.S. 4922; Firm: JEROME R. JONES; Address: 1000 N. G ST., MADERA, CA 95354; Phone: 530-835-1000; Email: jrjones@jrjones.com; Website: www.jrjones.com

Attachment: Amended Final Map - Creekside Village 4 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 313
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003**

BEING A MERGER AND RESUBDIVISION OF LOT 112 AND OUTLOT K
TRACT NO. 311 RECORDED IN BOOK ___ OF MAPS,
AT PAGES ___ THROUGH ___, INCLUSIVE,
MADERA COUNTY RECORDS
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 5 SHEETS
SHEET 2 OF 5 SHEETS



REFERENCES

- () MEASURED AND RECORD DATA PER AMENDED TESORO VIEJO TRACT NO. 311, RECORDED IN BK. ___ OF MAPS, PGS. ___ THROUGH ___, INCLUSIVE, MADERA COUNTY RECORDS.
- (R1) MEASURED AND RECORD DATA PER AMENDED TESORO VIEJO TRACT NO. 269, RECORDED IN BK. 63 OF MAPS, PGS. 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

BASIS OF BEARINGS:

THE SOUTHEAST PROPERTY LINE OF OUTLOT 6A (BEING ALSO THE CENTERLINE OF ENCHANTED HILLS DRIVE) OF AMENDED TRACT NO. 269, RECORDED IN BOOK 63 OF MAPS, PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS, IS TAKEN TO BE NORTH 45°00'41" EAST AS SHOWN ON SAID TRACT MAP.

EASEMENT DESCRIPTION:

E1 A RIGHT OF WAY AND EASEMENT TO FLOW AND CONVEY WATERS RECORDED SEPTEMBER 10, 1940 IN BOOK 261 OF OFFICIAL RECORDS, AT PAGE 274.

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

BOUNDARY SHEET

Attachment: Amended Final Map - Creekside Village 4 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

Curve Table			
Curve #	Delta	Radius	Length
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	25.00'	39.27'
C3	95°10'39"	20.00'	33.22'
C4	5°10'39"	429.00'	38.77'
C5	90°00'00"	20.00'	31.42'
C6	84°50'51"	20.00'	29.62'
C7	5°09'09"	221.00'	19.87'
C8	115°41'19"	20.00'	40.38'
C9	30°35'47"	269.00'	143.65'
C10	1°54'28"	342.00'	11.39'
C11	12°22'59"	342.00'	73.91'
C12	7°37'26"	400.00'	53.23'
C13	9°08'38"	400.00'	63.84'
C14	7°03'13"	400.00'	49.24'
C15	81°52'28"	20.00'	28.58'
C16	0°45'23"	365.00'	4.82'
C17	11°48'25"	365.00'	75.22'
C18	12°33'48"	365.00'	80.03'
C19	13°09'00"	342.00'	78.49'
C20	12°03'00"	342.00'	71.93'
C21	11°57'38"	342.00'	71.39'
C22	13°08'09"	342.00'	78.41'
C23	12°30'15"	342.00'	74.64'
C24	7°18'48"	342.00'	43.65'
C25	0°26'58"	529.00'	4.15'
C26	54°03'35"	20.00'	18.87'
C27	6°17'52"	471.00'	51.77'
C28	1°20'06"	471.00'	10.97'
C29	4°23'49"	400.00'	30.70'
C30	7°42'13"	400.00'	53.78'
C31	8°21'36"	400.00'	58.36'
C32	7°24'14"	400.00'	51.69'
C33	8°27'26"	400.00'	59.04'
C34	7°42'09"	400.00'	53.77'
C35	8°25'58"	400.00'	58.87'
C36	30°27'19"	20.00'	10.63'
C37	84°33'49"	20.00'	29.52'

Curve Table			
Curve #	Delta	Radius	Length
C38	75°30'48"	20.00'	26.36'
C39	14°37'11"	19.81'	5.05'

Line Table		
Line #	Direction	Length
L1	S45°00'41"W	1.83'
L2	N45°00'41"E	2.95'
L3	S45°00'41"W	2.14'

Radial Table	
Radial #	Direction
R1	N50°11'20"E
R2	S29°48'33"E
R3	S36°51'47"E
R4	S57°34'13"W
R5	N38°56'57"E

PROPERTY IS SUBJECT TO:

1. CERTIFICATE OF COMPLETION MADERA LAFCO-MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT- TESORO VIEJO ANNEXATION (2015-002) RECORDED NOVEMBER 16, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-027401.
2. AGREEMENT REGARDING WATER DISTRIBUTION FACILITIES RECORDED APRIL 5, 1993 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 9308943.
3. NOTICE OF PERMISSION TO USE LAND RECORDED MAY 18, 2005 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2005-022601.
4. DEVELOPMENT AGREEMENT RECORDED AUGUST 17, 2009 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2009-026796
5. WATER RIGHTS RECORDED SEPTEMBER 9, 2010 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2010-025355
6. DEVELOPMENT AGREEMENT RECORDED NOVEMBER 7, 2012 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2012-031520
7. IMPLEMENTATION AGREEMENT TO DEVELOPMENT AGREEMENT RECORDED JULY 12, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018015665.
8. AN UNRECORDED LEASE DISCLOSED BY SUBORDINATION OF LEASE RECORDED MAY 3, 2013 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2013-012222.
9. RECIPROCAL EASEMENT AND IMPROVEMENT AGREEMENT RECORDED OCTOBER 7, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-024241.
10. RIGHT-TO-FARM NOTICE TRACT NO. 269 RECORDED DECEMBER 14, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016031755
11. COVENANT AND AGREEMENT WITH FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER RECORDED JANUARY 17, 2017 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2017001388.
12. AGREEMENT REGARDING RESTRICTIVE COVENANTS RECORDED JANUARY 25, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001480.
13. TEMPORARY EASEMENT AGREEMENT FOR TEMPORARY SIGNAGE RECORDED JANUARY 25, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001481
14. BRIDGE ACCESS AGREEMENT RECORDED : FEBRUARY 24, 2020 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2020004397
15. TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2020 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2020004512.
16. PUBLIC FEE MAINTENANCE AGREEMENT RECORDED SEPTEMBER 28, 2021 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2021030355.
17. AMENDED AND RESTATED MEMORANDUM OF AGREEMENT RECORDED DECEMBER 17, 2021 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2021038949.

OUTLOT DESIGNATIONS

THE FOLLOWING OUTLOTS SHALL BE DESIGNATED FOR THE FOLLOWING PURPOSES:

1. PRIVATE OPEN SPACE PURPOSES:
OUTLOT A, B, C, D, E
2. PRIVATE PARK PURPOSES:
OUTLOT F
3. PUBLIC LANDSCAPE PURPOSES:
OUTLOT G

LEGEND

- (R)..... RADIAL BEARING
- ★..... NOW OFFERED FOR PUBLIC STREET, PRIVATE UTILITY AND PUBLIC UTILITY PURPOSES
- ⊗..... PREVIOUSLY OFFERED FOR PUBLIC STREET, PRIVATE UTILITY AND PUBLIC UTILITY PURPOSES PER TRACT NO. ___-MAP-___
- PUE..... EASEMENT NOW GRANTED FOR PUBLIC AND PRIVATE UTILITY PURPOSES
- LE..... EASEMENT NOW GRANTED FOR PUBLIC LANDSCAPING PURPOSES
- FOUND A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 8768 PER TRACT NO. 269, 63-MAPS-132
- ⊙..... FOUND A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 8768 PER TRACT NO. 269, 63-MAPS-132
- DIMENSION POINT
- SHEET DELINEATION LINE ONLY

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 313
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003**

BEING A MERGER AND RESUBDIVISION OF LOT 112 AND OUTLOT K
TRACT NO. 311 RECORDED IN BOOK ___ OF MAPS,
AT PAGES ___ THROUGH ___, INCLUSIVE,
MADERA COUNTY RECORDS
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 5 SHEETS
SHEET 3 OF 5 SHEETS

Page 2 of 2020040202001 (TY-CREEKSIDE LAND PLANNING 8887-C001) (JDK) (S) (TY) (MORTON & PITALO) (MAP) (CREEKSIDE) (PHASE 2) (400002020) (PHASE 2) (P) (M) (D) (W) | Saved: 07/27/23 11:28am | TO: (Z) (A) (L) (E) | From: 07/27/23 11:33am | TO: (Z) (A) (L) (E)

Attachment: Amended Final Map - Creekside Village 4 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

ENCHANTED HILLS DRIVE



TRACT NO. 311
-MAPS-

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 313**
MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003
BEING A MERGER AND RESUBDIVISION OF LOT 112 AND OUTLOT K
TRACT NO. 311 RECORDED IN BOOK ___ OF MAPS,
AT PAGES ___ THROUGH ___, INCLUSIVE,
MADERA COUNTY RECORDS
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 5 SHEETS
SHEET 4 OF 5 SHEETS

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

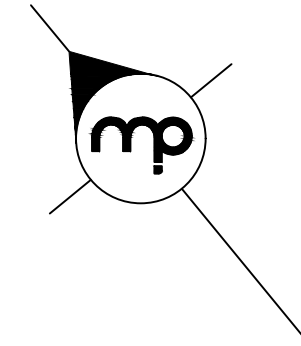
FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

Attachment: Amended Final Map - Creekside Village 4 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

**AMENDED FINAL MAP OF
FINAL MAP OF TESORO VIEJO - CREEKSIDE
TRACT NO. 313**

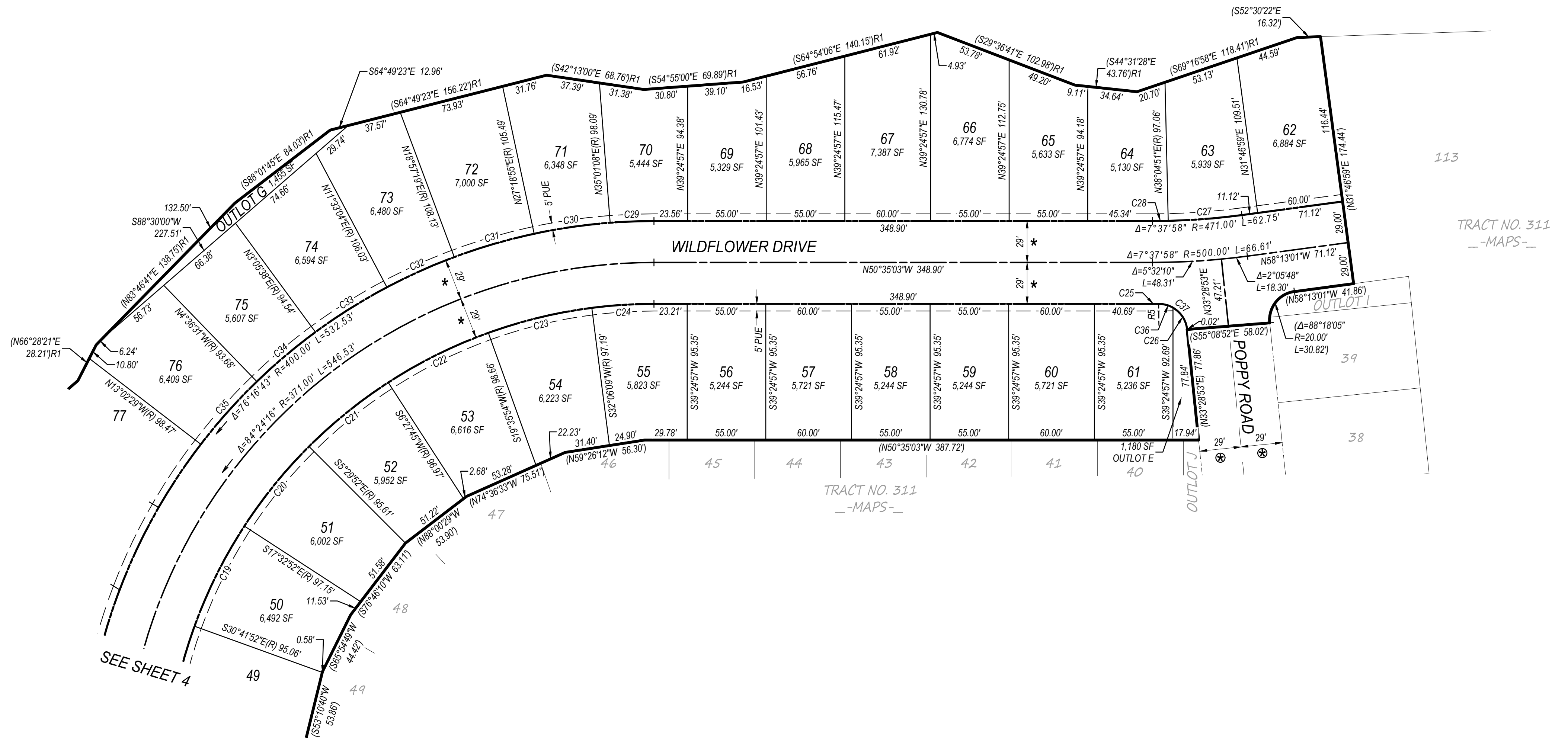
**MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003**

BEING A MERGER AND RESUBDIVISION OF LOT 112 AND OUTLOT K
TRACT NO. 311 RECORDED IN BOOK ___ OF MAPS,
AT PAGES ___ THROUGH ___, INCLUSIVE,
MADERA COUNTY RECORDS
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 5 SHEETS
SHEET 5 OF 5 SHEETS



FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER
COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED
WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1



Page: 2/20230802/001/TYPE:RESUBDIVISION/PARTIAL MAP/CRENSHAW PHASE 2A/PAGE:24/PLOT:112/DATE:08/21/2021/SCALE:1"=50 FT/PROJECT:TESORO VIEJO - CREEKSIDE/TRACT NO. 313

Attachment: Amended Final Map - Creekside Village 4 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

SUBDIVIDER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE, OR INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION FOR PUBLIC STREETS, PUBLIC UTILITY, AND PRIVATE UTILITY PURPOSES THOSE CERTAIN STRIPS OF LAND DESIGNATED ON THIS MAP:

CREEKSIDE RM, LLC, INC. CORPORATION A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature] ROBERT A. McCAFFREY
MANAGER / CHIEF EXECUTIVE OFFICER

BY: [Signature] BRENT M. McCAFFREY
PRESIDENT

SEE SEPARATE CONSENT TO MAP RECORDED CONCURRENTLY HERewith.

FINAL MAP OF TESORO VIEJO - CREEKSIDE TRACT NO. 313

MADERA COUNTY, CALIFORNIA SUBDIVISION FILE - S #2021-003

BEING A MERGER AND RESUBDIVISION OF LOT 112 TRACT NO. 311 RECORDED IN BOOK 68 OF MAPS,

AT PAGES 6 THROUGH 22, INCLUSIVE, MADERA COUNTY RECORDS

SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.

CONSISTING OF 5 SHEETS SHEET 1 OF 5 SHEETS

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 112 OF FINAL MAP TRACT NO. 311 RECORDED IN BOOK 68 OF MAPS, AT PAGES 6 THROUGH 22, INCLUSIVE, MADERA COUNTY RECORDS ON , 2022 PER DOCUMENT NO. 2022021972

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, AND MINERALS IN AND UNDER SAID LANDS AS CONVEYED BY OCCIDENTAL LIFE INSURANCE COMPANY, A CORPORATION, TO CALIFORNIA LANDS, INC., A CORPORATION BY DEED DATED JULY 16, 1939, AND RECORDED SEPTEMBER 6, 1939, IN BOOK 249 OF OFFICIAL RECORDS, PAGE 38, MADERA COUNTY RECORDS.

PROPERTY IS SUBJECT TO:

SEE SHEET 3

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CREEKSIDE RM, LLC ON JUNE 1, 2021. I HEREBY STATE THAT ALL THE SUBDIVISION BOUNDARY MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, THAT ALL THE INTERIOR MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS AFTER THE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED 6/29/22

[Signature]
JEROME R. JONES
P.L.S. 4922



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, APPLICABLE STATUTES, AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DATED 7/26/22

[Signature]
PETER REI
P.L.S. 5963

PLANNING COMMISSION STATEMENT

I, MATTHEW TREBER, SECRETARY OF THE MADERA COUNTY PLANNING COMMISSION, HEREBY STATE THAT THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP.

DATED 7/28/22

[Signature]
MATTHEW TREBER
SECRETARY OF MADERA COUNTY PLANNING COMMISSION

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

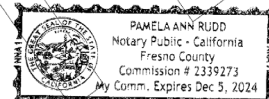
STATE OF CALIFORNIA
COUNTY OF FRESNO

ON July 18, 2022, BEFORE ME, Pamela Ann Rudd A NOTARY PUBLIC, PERSONALLY APPEARED Robert A. McCaffrey + Brent M. McCaffrey, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE Pamela Ann Rudd



NAME Pamela Ann Rudd
MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY
MY COMMISSION NO. 2339273
MY COMMISSION EXPIRES December 5, 2024

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON _____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

CLERK OF THE BOARD'S STATEMENT

I, KAREN SCRIVNER, CLERK OF THE BOARD OF SUPERVISORS OF MADERA COUNTY, HEREBY STATE THAT THE BOARD OF SUPERVISOR'S BY RESOLUTION DULY ADOPTED ON August 16, 2022, APPROVED THE WITHIN MAP, ABANDONED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION PREVIOUSLY DEDICATED AND NOTED FOR ABANDONMENT WITHIN THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. ACCEPTANCE OF THIS OFFER OF DEDICATION DOES NOT CONSTITUTE ACCEPTANCE OF THE PROPERTY DESCRIBED INTO THE COUNTY ROAD SYSTEM PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 941.

DATED August 18, 2022

[Signature]
KAREN SCRIVNER
CLERK OF THE BOARD OF SUPERVISOR'S

RECORDER'S CERTIFICATE

FILED THIS 2nd DAY OF September, 2022, AT 2:37 P.M., IN BOOK 68 OF MAPS, AT PAGES 39-43, MADERA COUNTY RECORDS, AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. # 2022 022946
FEE: \$ 92.00

REBECCA MARTINEZ
MADERA COUNTY CLERK RECORDER

BY: [Signature]
DEPUTY COUNTY RECORDER

FINAL MAP OF TESORO VIEJO - CREEKSIDE

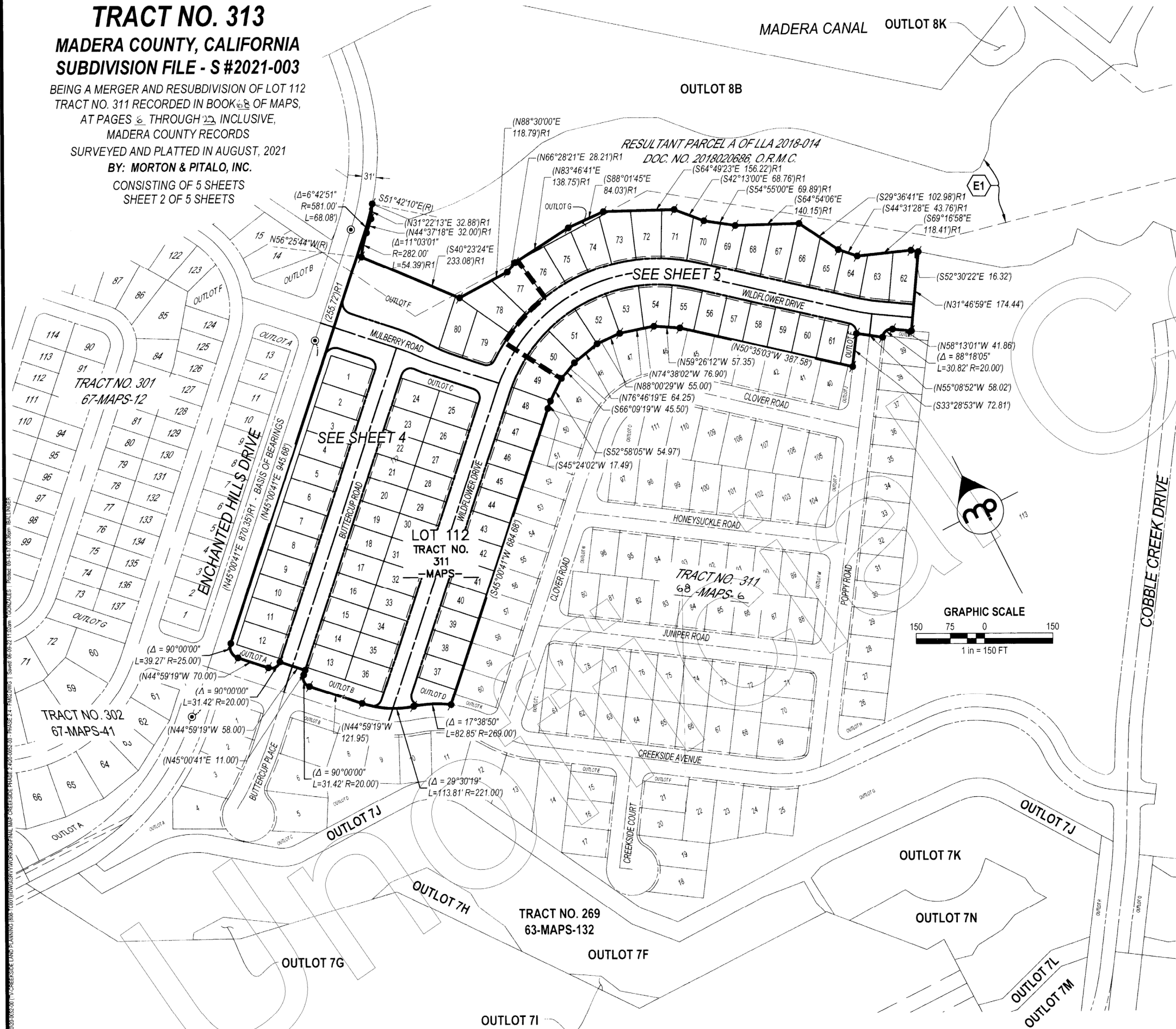
TRACT NO. 313

**MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003**

BEING A MERGER AND RESUBDIVISION OF LOT 112
TRACT NO. 311 RECORDED IN BOOK 68 OF MAPS,
AT PAGES 2 THROUGH 23, INCLUSIVE,
MADERA COUNTY RECORDS
SURVEYED AND PLATTED IN AUGUST, 2021
BY: **MORTON & PITALO, INC.**
CONSISTING OF 5 SHEETS
SHEET 2 OF 5 SHEETS

MADERA CANAL OUTLOT 8K

OUTLOT 8B



REFERENCES

- () MEASURED AND RECORD DATA PER TESORO VIEJO TRACT NO. 311, RECORDED IN BK. ___ OF MAPS, PGS. ___ THROUGH ___, INCLUSIVE, MADERA COUNTY RECORDS.
- () R1 MEASURED AND RECORD DATA PER AMENDED TESORO VIEJO TRACT NO. 269, RECORDED IN BK. 63 OF MAPS, PGS. 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS.

BASIS OF BEARINGS:

THE SOUTHEAST PROPERTY LINE OF OUTLOT 6A (BEING ALSO THE CENTERLINE OF ENCHANTED HILLS DRIVE) OF AMENDED TRACT NO. 269, RECORDED IN BOOK 63 OF MAPS, PAGES 132 THROUGH 157, INCLUSIVE, MADERA COUNTY RECORDS, IS TAKEN TO BE NORTH 45°00'41" EAST AS SHOWN ON SAID TRACT MAP.

EASEMENT DESCRIPTION:

- E1 A RIGHT OF WAY AND EASEMENT TO FLOW AND CONVEY WATERS RECORDED SEPTEMBER 10, 1940 IN BOOK 261 OF OFFICIAL RECORDS, AT PAGE 274.

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1

BOUNDARY SHEET

Curve Table			
Curve #	Delta	Radius	Length
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	25.00'	39.27'
C3	95°10'39"	20.00'	33.22'
C4	5°10'39"	429.00'	38.77'
C5	90°00'00"	20.00'	31.42'
C6	84°50'51"	20.00'	29.62'
C7	5°09'09"	221.00'	19.87'
C8	115°41'19"	20.00'	40.38'
C9	13°49'50"	269.00'	64.93'
C10	1°54'28"	342.00'	11.39'
C11	12°31'03"	342.00'	74.72'
C12	7°50'06"	400.00'	54.70'
C13	7°56'45"	400.00'	55.47'
C14	9°35'18"	400.00'	66.94'
C15	81°52'28"	20.00'	28.58'
C16	6°26'44"	365.00'	41.06'
C17	6°07'04"	365.00'	38.97'
C18	12°33'48"	365.00'	80.03'
C19	12°31'03"	342.00'	74.72'
C20	12°32'53"	342.00'	74.90'
C21	12°35'05"	342.00'	75.12'
C22	12°30'42"	342.00'	74.68'
C23	12°30'15"	342.00'	74.64'
C24	7°18'48"	342.00'	43.65'
C25	0°26'58"	529.00'	4.15'
C26	84°03'38"	20.00'	29.34'
C27	5°56'03"	471.00'	48.78'
C28	1°41'56"	471.00'	13.96'
C29	3°33'17"	400.00'	24.82'
C30	8°01'24"	400.00'	56.01'
C31	7°51'36"	400.00'	54.87'
C32	7°51'36"	400.00'	54.87'
C33	7°51'36"	400.00'	54.87'
C34	7°51'36"	400.00'	54.87'
C35	7°53'28"	400.00'	55.09'
C36	0°27'16"	20.00'	0.16'
C37	84°33'49"	20.00'	29.52'

Line Table		
Line #	Direction	Length
L1	N45°00'41"E	7.18'
L2	N45°00'41"E	8.51'
L3	S45°00'41"W	6.68'
L4	N83°46'41"E	6.24'

Radial Table	
Radial #	Direction
R1	N50°11'20"E
R2	S27°16'28"E
R3	S36°51'47"E
R4	N51°27'25"E
R5	S57°34'13"W
R6	N38°56'57"E
R7	S11°29'37"E

PROPERTY IS SUBJECT TO:

1. CERTIFICATE OF COMPLETION MADERA LAFCO-MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT- TESORO VIEJO ANNEXATION (2015-002) RECORDED NOVEMBER 16, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-027401.
2. AGREEMENT REGARDING WATER DISTRIBUTION FACILITIES RECORDED APRIL 5, 1993 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 9308943.
3. NOTICE OF PERMISSION TO USE LAND RECORDED MAY 18, 2005 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2005-022601.
4. DEVELOPMENT AGREEMENT RECORDED AUGUST 17, 2009 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2009-026796
5. WATER RIGHTS RECORDED-SEPTEMBER 9, 2010 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2010-025355
6. DEVELOPMENT AGREEMENT RECORDED NOVEMBER 7, 2012 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2012-031520
7. IMPLEMENTATION AGREEMENT TO DEVELOPMENT AGREEMENT RECORDED JULY 12, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018015665.
8. AN UNRECORDED LEASE DISCLOSED BY SUBORDINATION OF LEASE RECORDED MAY 3, 2013 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2013-012222.
9. RECIPROCAL EASEMENT AND IMPROVEMENT AGREEMENT RECORDED OCTOBER 7, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-024241.
10. RIGHT-TO-FARM NOTICE TRACT NO. 269 RECORDED DECEMBER 14, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016031755
11. COVENANT AND AGREEMENT WITH FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER RECORDED JANUARY 17, 2017 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2017001388.
12. AGREEMENT REGARDING RESTRICTIVE COVENANTS RECORDED JANUARY 25, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001480.
13. TEMPORARY EASEMENT AGREEMENT FOR TEMPORARY SIGNAGE RECORDED JANUARY 25, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018001481
14. BRIDGE ACCESS AGREEMENT RECORDED : FEBRUARY 24, 2020 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2020004397
15. TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2020 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2020004512.
16. PUBLIC FEE MAINTENANCE AGREEMENT RECORDED SEPTEMBER 28, 2021 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2021030355.
17. AMENDED AND RESTATED MEMORANDUM OF AGREEMENT RECORDED DECEMBER 17, 2021 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2021038949.

OUTLOT DESIGNATIONS

THE FOLLOWING OUTLOTS SHALL BE DESIGNATED FOR THE FOLLOWING PURPOSES:

1. PRIVATE OPEN SPACE PURPOSES:
OUTLOT A, B, C, D, E
2. PRIVATE PARK PURPOSES:
OUTLOT F
3. PUBLIC LANDSCAPE PURPOSES:
OUTLOT G

LEGEND

- (R)..... RADIAL BEARING
- *..... NOW OFFERED FOR PUBLIC STREET, PRIVATE UTILITY AND PUBLIC UTILITY PURPOSES
- ⊕..... PREVIOUSLY OFFERED FOR PUBLIC STREET, PRIVATE UTILITY AND PUBLIC UTILITY PURPOSES PER TRACT NO. ___-MAP-___
- PUE..... EASEMENT NOW GRANTED FOR PUBLIC AND PRIVATE UTILITY PURPOSES
- LE..... EASEMENT NOW GRANTED FOR PUBLIC LANDSCAPING PURPOSES
- FOUND A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 8768 PER TRACT NO. 269, 63-MAPS-132
- ⊙..... FOUND A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 8768 PER TRACT NO. 269, 63-MAPS-132
- DIMENSION POINT
- SHEET DELINEATION LINE ONLY

FINAL MAP OF TESORO VIEJO - CREEKSIDE

TRACT NO. 313

**MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003**

BEING A MERGER AND RESUBDIVISION OF LOT 112
TRACT NO. 311 RECORDED IN BOOK 63 OF MAPS,

AT PAGES 6 THROUGH 22, INCLUSIVE,
MADERA COUNTY RECORDS

SURVEYED AND PLATTED IN AUGUST, 2021

BY: **MORTON & PITALO, INC.**

CONSISTING OF 5 SHEETS
SHEET 3 OF 5 SHEETS

FINAL MAP OF TESORO VIEJO - CREEKSIDE

TRACT NO. 313

MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003

BEING A MERGER AND RESUBDIVISION OF LOT 112
TRACT NO. 311 RECORDED IN BOOK 68 OF MAPS,
AT PAGES 6 THROUGH 22, INCLUSIVE,
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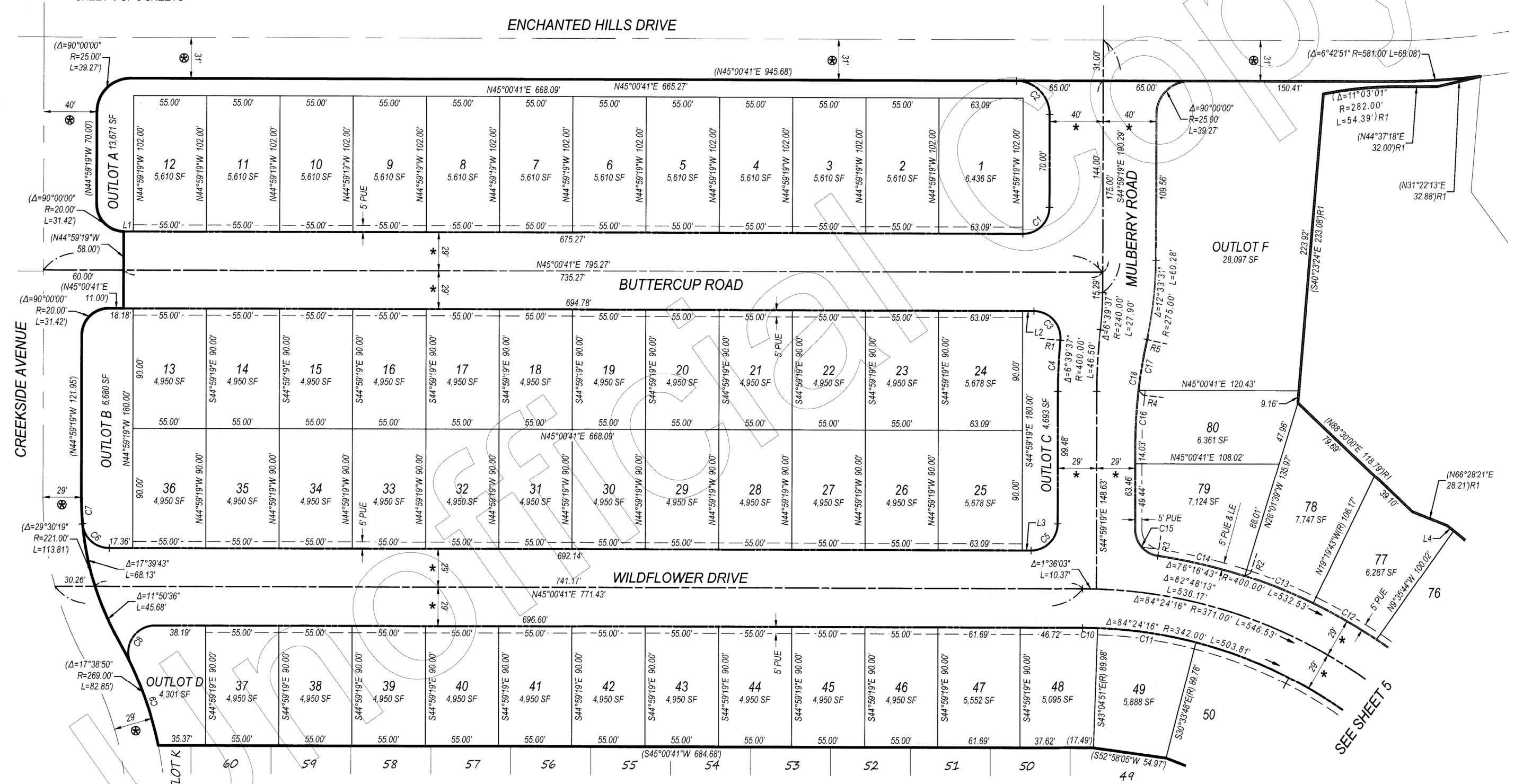
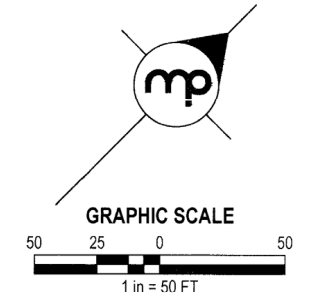
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.

CONSISTING OF 5 SHEETS
SHEET 4 OF 5 SHEETS

FOR LOT BOUNDARIES, AT ALL LOT CORNERS, ANGLE POINTS,
INTERSECTIONS, BEGINNING OF CURVES, AND END OF CURVES SHALL
BE MARKED WITH A 3/4" IRON PIPE, DOWN 6", TAGGED PLS 4922 PER
COUNTY OF MADERA STD. DRAWING NO. E-2

FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
BEGINNING OF CURVES, AND END OF CURVES SHALL BE MARKED
WITH A 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED
PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1



TRACT NO. 311
6B-MAPS-6

Attachment: Final Map - Tract 313 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

FINAL MAP OF TESORO VIEJO - CREEKSIDE

TRACT NO. 313

MADERA COUNTY, CALIFORNIA
SUBDIVISION FILE - S #2021-003

BEING A MERGER AND RESUBDIVISION OF LOT 112
TRACT NO. 311 RECORDED IN BOOK 28 OF MAPS,
AT PAGES 6 THROUGH 22, INCLUSIVE,
MADERA COUNTY RECORDS

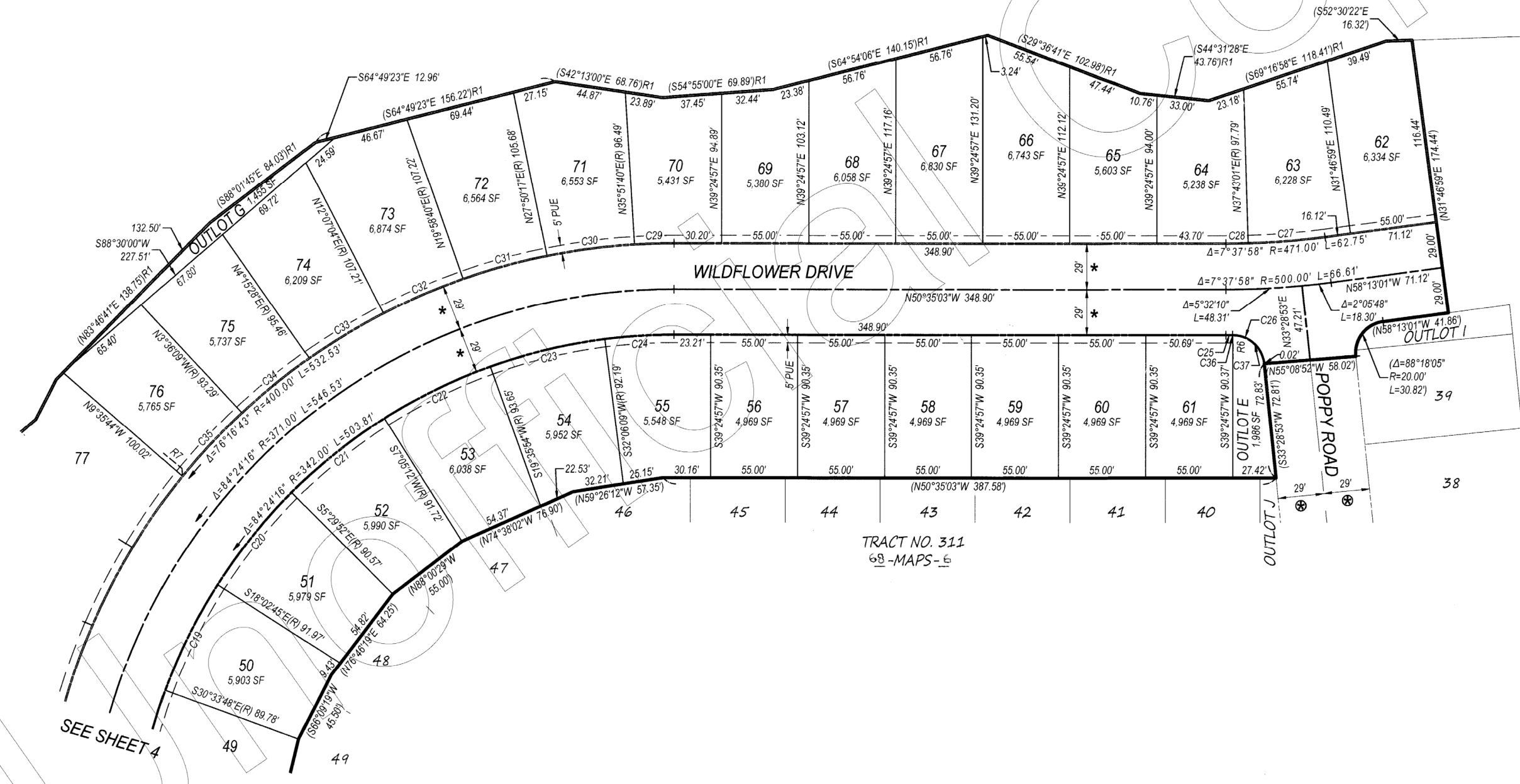
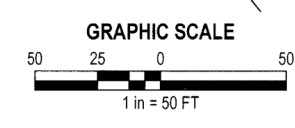
SURVEYED AND PLATTED IN AUGUST, 2021

BY: MORTON & PITALO, INC.

CONSISTING OF 5 SHEETS
SHEET 5 OF 5 SHEETS

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FOR CENTERLINES, AT ALL ANGLE POINTS, INTERSECTIONS,
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PLS 4922 PER COUNTY OF MADERA STD. DRAWING NO. E-1



SEE SHEET 4

113

TRACT NO. 311
68-MAPS-6

TRACT NO. 311
68-MAPS-6

Attachment: Final Map - Tract 313 (10275 : Amended Final Tract Map No. 313 - SUBF #2023-006, Creekside Village 4)

LEAD AGENCY NAME	CERTIFICATE OF POSTING FILED IN THE OFFICE OF THE MADERA COUNTY CLERK ON			
Madera County				
LEAD AGENCY STREET ADDRESS	POSTED		REMOVED	
200 West Fourth Street				
CITY, STATE ZIP				
Madera, CA 93637				
Lead Agency Email	RETURNED TO AGENCY ON:			
Samuel.Rashe@MaderaCounty.com				
	DEPUTY:			

COMPLETE AND SUBMIT THIS FORM WITH EACH CEQA NOTICE FILED WITH THE COUNTY CLERK
Type or Print Clearly

Project Title

SUBF #2023-006

Project Applicant Name

CREEKSIDE RM INC

Project Applicant Email

Applicant Address

7020 N. Van Ness Blvd.

Applicant Contact Phone Number

559-256-7000

City, State Zip Code

Fresno CA 93711

Filing Type:

EIR:

MND/ND:

NOE:

Other (fill in type):

All filing fees are due at the time a Notice of Determination/Exemption is filed with our office. For more information on filing fees due and No Effect Determinations, please refer to California Code of Regulations, Title 14, section 753.5.

The Madera County Clerk is unable to accept third-party checks. Please instruct any other interested party besides the applicant or lead agency that is paying for a CEQA notice to submit a money order or cashier's check payable to Madera County Clerk to avoid delays in filing.

All CEQA notices are open to public inspection as required by law online at www.maderacounty.com or in-person at the public computer kiosks located in th Madera County Clerk lobby. (This cover sheet shall not be posted online and will be used for filing purposes only and returned with the original notice to the lead agency listed above after the completion of the posting period.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): Madera County
Community & Economic Development

County Clerk
County of: Madera

(Address)

Project Title: SUBF #2023-006

Project Applicant: CREEKSIDE RM INC

Project Location - Specific:

Located on the southwest corner of Enchanted Hill Drive and Mulberry Road (no situs), Madera.

Project Location - City: _____ Project Location - County: Madera

Description of Nature, Purpose and Beneficiaries of Project:

To amend the dimensions and alignments of lots, outlots, and streets shown on the Creekside Final Map of Tesoro Viejo Tract 313. The proposed modification includes the following lots and outlots: Lots 1-80, Outlots: A, B, C, D, E, F.

Name of Public Agency Approving Project: Madera County

Name of Person or Agency Carrying Out Project: Samuel J. Rashe

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15182
- Statutory Exemptions. State code number: _____

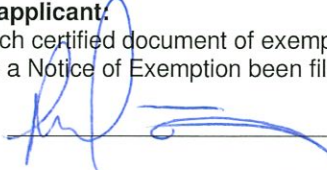
Reasons why project is exempt:

Eligibility. Where a public agency has prepared an EIR on a specific plan after January 1, 1980, a residential project undertaken pursuant to and in conformity to that specific plan is exempt from CEQA if the project meets the requirements of this section. Residential projects covered by this section include but are not limited to land subdivisions, zoning

Lead Agency
Contact Person: Samuel J. Rashe Area Code/Telephone/Extension: 559-675-7821

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 12/1/2023 Title: Senior Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

7.c

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL December 12, 2023 Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 7.c PUBLIC HEARINGS:	
SUBJECT: 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10272	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Ordinance, Contract, Resolution, Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Agriculture Preserve/Farmland Security Zone Program.

- Hearing** to consider the proposed Ordinance for the rezoning of lands currently proposed for inclusion in the Agricultural Preserve/Farmland Security Zone Program for 2024 (contracts with Madera County under the provisions of the Williamson Act) to ARE-40 (Agricultural, Rural, Exclusive-40 Acre) District from RRS-10 (Residential Rural Single Family 10 acre) ARF (Agricultural Rural Foothills) District and ARE-20 (Agricultural Rural Exclusive-20 Acres).
- Hearing** to consider adoption a Resolution establishing 2024 Agricultural Preserves 1749, 1750, 1751, 1752, 1753, 1754 and Farmland Security Zone (FSZ) 299 and 300.
- Discussion and consideration of entering into Agricultural Preserves and Farmland Security Zones contracts for the year 2024 and authorize the Chairman to sign.
- Discussion and direction to prepare a Notice of Exemption per the California Environmental Quality Act (CEQA) Guidelines Section 15061.



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board
, District 1
, District 2
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, District 4
, District 5

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

In order to establish the 2024 Agricultural Preserves for the applicants listed on the attachment, it is necessary that the Board take official action to approve the Resolution and authorize the Chairman to enter into the Williamson Act contracts with the applicants.

It is also recommended that the Board approve the rezoning of one property from RRS-10 (Residential Rural Single Family - 10 acre), one property from ARF (Agricultural Rural Foothills) District to ARE-40 (Agricultural Rural Exclusive-40 Acre) District and three of the properties from ARE-20 (Agricultural Rural Exclusive-20 Acres) District to ARE-40 (Agricultural Rural Exclusive-40 Acre) District to comply with the Rules and Procedures for Ag Preserves/Farmland Security Zones. A total of sixteen (16) parcels are proposed for inclusion in the Agricultural Preserve program for the year 2024 (refer to Exhibit A). Eight of the parcels are required to be rezoned. If the rezone is denied, eight (8) of the Agricultural Preserve contracts can considered for approval.

The Williamson Act Program is a voluntary program in which the owners of agricultural property enter into contracts with the County which restrict contracted land to an agricultural or open space use for at least 9 years for Ag Preserve Program and 18 years for the Farmland Security Zone Program in accordance with the implementation of Assembly Bill 1265 by the Board of Supervisors.

The Assembly Bill had allowed for Counties to participate in a 10 percent re-capture provision if in the prior fiscal year, the County received less than half of their forgone property tax revenue from the Open Space Subvention Act Program, which has been the case for Madera County.

The Madera County Rules and Procedures for Agricultural Preserves lists a committee for reviewing applications which consists of the Planning Director, County Counsel, the Assessor, the Agricultural Commissioner, and the UC Cooperative Extension. Each year the Committee reviews and recommends which applications qualify to be considered by your Board. On October 3, 2023, your Board considered and approved this year's defect list which included the applications which qualified to move forward pending meeting conditions such as rezoning parcels to the required ARE-40 (Agricultural, Rural, Exclusive-40 Acre) District.

The recommended actions are exempt from review under the California Environmental Quality Act (CEQA) and the Madera County Environmental Guidelines pursuant to Section 15317 of the CEQA Guidelines, which provides an exemption for the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act. The County has also determined that it can be seen with certainty that this project will not have a significant effect on the environment, and as such the recommended actions are also exempt from CEQA review under Section 15061(b)(3) of the CEQA Guidelines.

Planning Commission Action:



BOARD OF SUPERVISORS COUNTY OF MADERA

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7.c

Members of the Board
, District 1
, District 2
, District 3
, District 4
, District 5

The Planning Commission recommends approval.

FISCAL IMPACT:

Approval of the Ordinance, Resolution, and contracts, in itself, will have no effect on the General Fund. These contracts will affect the tax structure for the involved properties and will, therefore, have an impact on the General Fund to be determined upon re-assessment of taxes. This impact can be partially mitigated by the passage of Assembly Bill 1265, which allows the County to re-capture 10 percent of the property tax benefits provided to owners of Williamson Act lands.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

ATTACHMENTS

1. Exhibit A
2. Ordinance- Rezone ARE-40
3. Resolution Establishing 2024 Agricultural Preserves and Farmland Security
4. Ag Preserve No. 1750
5. Ag Preserve No. 1751
6. Ag Preserve No. 1752
7. Ag Preserve No. 1753
8. Ag Preserve No. 1749
9. Ag Preserve No. 1754
10. Farmland Security Zone 299
11. Farmland Security Zone 300
12. Exhibits B - I



EXHIBIT A

2024 Agricultural Preserves Applications: Approved Applications

AP #	NAME	APN	AC	USE	P/NP
1749	Boberg Alfred & Ellen Trustee	052-050-016	121	Cattle Grazing	NP
1750	Sudhakar Gavini	031-111-017	40.1	Pistachio	NP
1751	Peter & Amy Anderson	050-041-076	40.29	Grazing	NP
1752	FAIRCHILD JEROMIE F & MELISSA E ETAL	051-021-021	36.67	Grazing	NP
1753	Michael Wu	057-122-008 & 057-122-002	160	Grazing	NP
1754	GILL LAKHBIR S & MANJIT K ETAL	047-352-012, 047-352-013, 047-352-014, 048-120-006, 048-120-007	340.87	Pistachio	NP
FSZ #	NAME	APN	AC	USE	P/NP
299	SRK FARMS LLC	029-200-040	38.67	Almond	NP
300	SMITH CLARK TRUSTEE & DIANA M TRUSTEE ETAL	031-092-005, -006, -007, -008	161.8	Pistachio	NP

Definitions

The following are definitions per the Board adopted Rules and Procedures:

- “Agricultural Use” means the use of land for the purpose of producing an agricultural commodity.
- “Agricultural Commodity” means any and all plant and animal products produced in Madera County for Commercial purposes.
- “Commercial Agricultural Unit” is a quantity of land utilized in combination with investments in land, improvements, and specialized agricultural equipment, to produce, or which is capable of producing from the sale of agricultural products, a minimum gross annual income of \$2,000.00.
- “Prime Agricultural Land” means any of the following:
 - All land which qualifies for rating as Class I or Class II in the Soil Conservation Service land use capability classifications.





- Land which qualifies for rating 80 through 100 in the Storie Index Rating.
- Land which supports livestock used for the production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture.
- Land planted with fruit or nut bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years, and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than \$200 per acre gross.
- Land which has returned from the production of unprocessed agricultural plant products an annual gross value of not less than \$200 per acre gross for at least three of the previous five years.
- Agricultural Preserves of less than 100 acres in size may be established if, after a public hearing on the matter, the Board of Supervisors finds that investments in land, improvements, or specialized agricultural equipment have enhanced the productive capability of the land, or that the investment has been made to improve its characteristics as wildlife habitat land, or that the unique characteristics of the agricultural enterprises in the area indicate that an operation of less than the minimum acreage is an economic “commercial agricultural unit” and that the agricultural preserve of less than the minimum acreage is consistent with the General Plan of the County. In addition, the property shall be of sufficient acreage to constitute a “commercial agricultural unit.”



ORDINANCE NO. _____

REZONING (ARE-40) - AGRICULTURAL PRESERVES AND FARMLAND SECURITY ZONES FOR 2024

NOW THEREFORE, THE MADERA COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That Agricultural Preserve (AP) numbers 1749, 1750, 1753, 1754, and Farmland Security Zone (FSZ) number 300 which are areas designated on that certain map entitled “2024 Agricultural Preserves and Farmland Security Zones” recorded as Instrument Number _____ in the County Recorder’s office of the County of Madera, are hereby rezoned to Agricultural Zone - ARE-40.

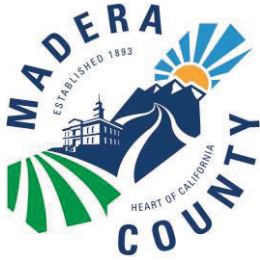
SECTION 2: This Ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it (or a summary) shall be published with the names of the members of the Board of Supervisors voting for and against the Ordinance in a newspaper of general circulation published in the County of Madera.

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* * * * *

The foregoing Ordinance was adopted this _____, day of _____, 2023

by the following vote:



Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.15 14:47:45 -08'00'

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of) Resolution No.: 2023 - _____
)
AGRICULTURAL PRESERVES AND) RESOLUTION ESTABLISHING 2024
FARMLAND SECURITY ZONES) AGRICULTURAL PRESERVES 1749
) THROUGH 1754 & FARMLAND
) SECURITY ZONES 299 & 300
_____)

WHEREAS, the Board has been petitioned to create new agricultural preserves and farmland security zones; and

WHEREAS, a public hearing was conducted on December ____, 2023, at _____ a.m., concerning the establishment of new agricultural preserves and farmland security zones, pursuant to Title 5, Division 1, Chapter 7 of the Government Code; and

WHEREAS, notice of the hearing was given in the manner prescribed by law; and

WHEREAS, the evidence presented at the hearing was sufficient to warrant the establishment of agricultural preserves and farmland security zones; and

WHEREAS, that evidence included the following: that the establishment of these agricultural preserves and farmland security zones are consistent with the Madera County General Plan; that the land use permitted by the establishment of farmland security zones is compatible with the objectives, policies, general land uses, and programs specified in the Madera County General Plan; and that one objective of the Open Space and conservation Element of the General Plan is “to encourage continued, and where possible, increased agricultural activities on lands designated for agricultural use.” (*Agricultural Land Use Policy 5.A.6.*) The General Plan also provides that the County “shall actively encourage enrollments of Agricultural lands in its Williamson Act program, particularly on the edges of new growth areas.” (*Agricultural Land Use Policy 5.A.12.*)

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, a political subdivision of the State of California, that:

1. The establishment of these agricultural preserves and farmland security zones are consistent with the Madera County General Plan.

2. The land use permitted by the establishment of farmland security zones is compatible with the objectives, policies, general land uses, and programs specified in the Madera County General Plan.

3. One objective of the Open Space and conservation Element of the General Plan is “to encourage continued, and where possible, increased agricultural activities on lands designated for agricultural use.” (*Agricultural Land Use Policy 5.A.6.*) The General Plan also provides that the County “shall actively encourage enrollments of Agricultural lands in its Williamson Act program, particularly on the edges of new growth areas.” (*Agricultural Land Use Policy 5.A.12.*)

4. The Board does hereby create and establish Agricultural Preserves 1749 through 1754 and Farmland Security Zones 299 & 300 in Madera County, which are described and set forth on that certain map entitled “2024 Agricultural Preserves and Farmland Security Zones” and made a part hereof.

5. A copy of the map entitled “2024 Agricultural Preserves and Farmland Security Zones” setting forth the agricultural preserves, shall be recorded in the office of the County Recorder.

6. The Chairman of the Board of Supervisors is hereby authorized to execute the agricultural preserves contracts for the above-referenced preserves and farmland security zones.

//

* * * * *

The foregoing Resolution was adopted this ____ day of _____, 2023, by the following vote:



Supervisor Wamhoff voted: _____

Supervisor Rogers voted: _____

Supervisor Poythress voted: _____

Supervisor Gonzalez voted: _____

Supervisor Macaulay voted: _____

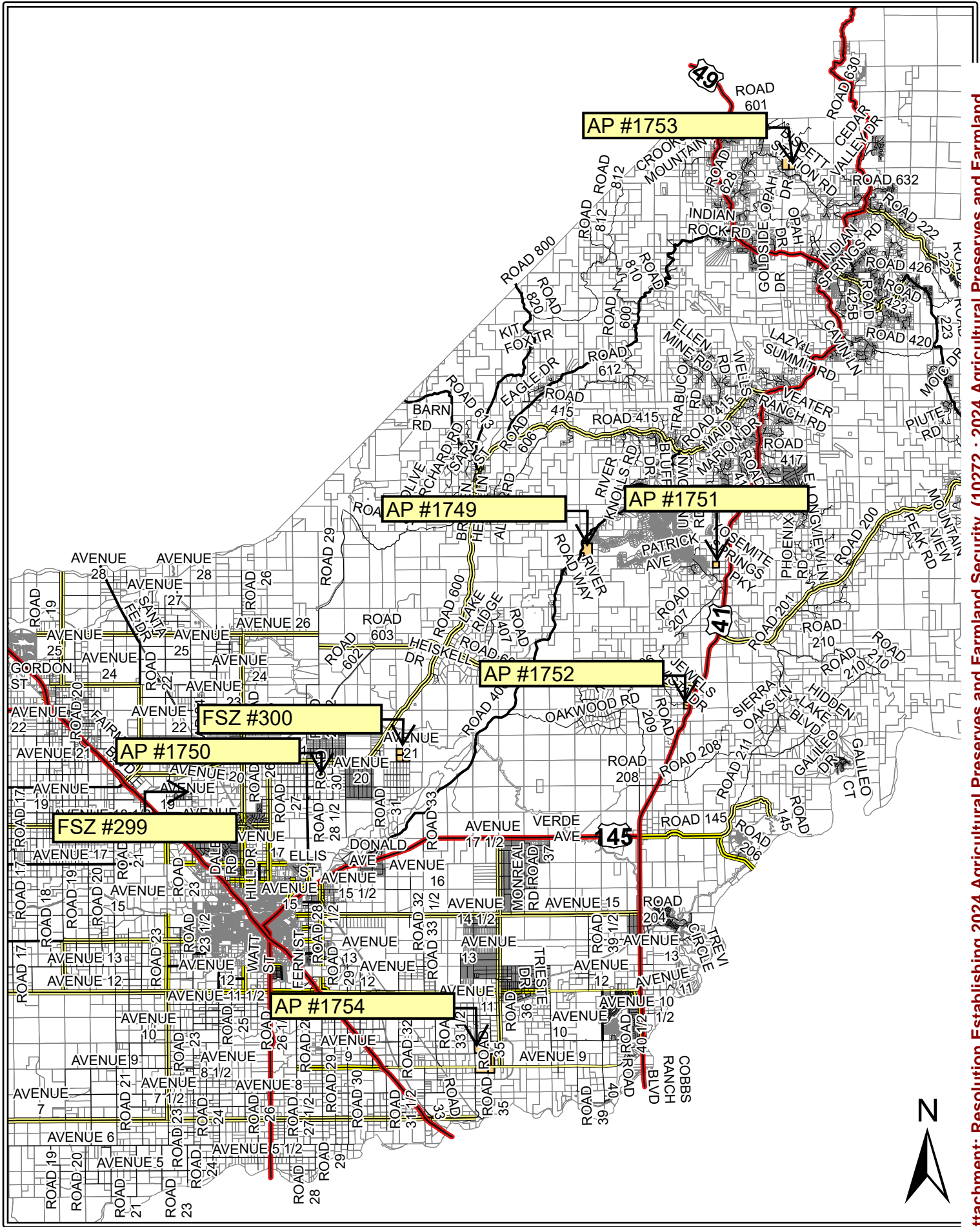
Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.11.16 09:58:25 -08'00'



Attachment: Resolution Establishing 2024 Agricultural Preserves and Farmland Security (10272 : 2024 Agricultural Preserves and Farmland

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1750)

THIS CONTRACT is made and entered into this 15th day of November 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and VSR AGRO FARMS, LLC ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 031-111-017 and which is shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1750

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES.** Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

VSR AGRO FARMS, LLC
4436 Irishview Place
San Ramon, CA 94582

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: VSR AGRO FARMS, LLC

Approved as to Legal Form:
COUNTY COUNSEL

By: **Dale E. Bacigalupi**
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 09:33:00 -07'00'

By: *Sudhkar Gavini*
Sudhkar Gavini

By: _____
Murali Mallipeddi

By: *Ch. Srinivas*
Srinivas Chadalawada

By: *Aravind Thalasila*
Aravind Thalasila

ACCOUNT NUMBER(S)

See the attached certificate

Attachment: Ag Preserve No. 1750 (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

CALIFORNIA ACKNOWLEDGMENT

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

State Of California

County of Contra Costa .

On November 15, 2023 before me, FARKHUNDA SHARIEF, NOTARY PUBLIC, personally appeared SUDHAKAR BABU GAVINI AND SRINIVAS CHADALAVADA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Farkhunda Sharief
(Signature Of Notary Public)

(Seal)

CALIFORNIA ACKNOWLEDGMENT

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

State Of California

County of Contra Costa .

On November 15, 2023 before me, FARKHUNDA SHARIEF,
NOTARY PUBLIC, personally appeared ARAVIND TALASILA,

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

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

WITNESS my hand and official seal.



Signature Farkhunda Sharief
(Signature Of Notary Public)

(Seal)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1750)

THIS CONTRACT is made and entered into this 15th day of November, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and VSR AGRO FARMS, LLC ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 031-111-017 and which is shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1750

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

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200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

VSR AGRO FARMS, LLC
4436 Irishview Place
San Ramon, CA 94582

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: VSR AGRO FARMS, LLC

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 09:33:00 -07'00'

By: Sudhkar Gavini

By: Murali Mallipeddi

By: Srinivas Chadawada

By: Aravind Thalasila

ACCOUNT NUMBER(S)

See the attached certificate

CALIFORNIA ACKNOWLEDGMENT

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State Of California

County of Contra Costa

On November 15, 2023 before me, FARKHUNDA SHARIEF,
NOTARY PUBLIC, personally appeared SUDHAKAR BABU GAVINI
AND SRINIVAS CHADALAVADA,

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

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

WITNESS my hand and official seal.



Signature Farkhunda Sharief
(Signature Of Notary Public)

(Seal)

CALIFORNIA ACKNOWLEDGMENT

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

State Of California

County of Contra Costa .

On November 15, 2023 before me, FARKHUNDA SHARIEF,
NOTARY PUBLIC, personally appeared ARAVIND TALASILA,

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

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

WITNESS my hand and official seal.



Signature Farkhunda Sharief
(Signature Of Notary Public)

(Seal)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1751)

THIS CONTRACT is made and entered into this 20th day of November, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and ANDERSON, PETER R. & AMY R. ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 050-041-076, and which is shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No.1751

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES**. Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Peter R. Anderson
Amy R. Anderson
28722 Spring Valley
Ranch Road,
Coarsegold, CA 93614

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.10.17 09:38:28 -07'00'

By: _____
Peter R. Anderson

By: _____
Amy R. Anderson

ACCOUNT NUMBER(S)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1751)

THIS CONTRACT is made and entered into this 20th day of November, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and ANDERSON, PETER R. & AMY R. ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 050-041-076, and which is shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No.1751

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

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COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Peter R. Anderson
Amy R. Anderson
28722 Spring Valley
Ranch Road,
Coarsegold, CA 93614

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

Attachment: Ag Preserve No. 1751 (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.10.17 09:38:28 -07'00'

By: _____
Peter R. Anderson

By: _____
Amy R. Anderson

ACCOUNT NUMBER(S)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

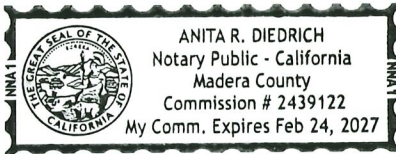
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Madera }

On November 20, 2023 before me, Anita R. Diedrich, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Amy Ellen Andersen and Peter
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature: Anita R. Diedrich
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: 2024 Williamson Act Contract

Document Date: 11-20-2023 Number of Pages: 2

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1752)

THIS CONTRACT is made and entered into this 19 day of November, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and FAIRCHILD, JEROMIE F. & MELISSA E. ET AL. ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 051-021-021 and which is shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1752

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES**. Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Fairchild, Jeromie F. &
Melissa E. et al.
29564 Yosemite Springs Pkwy #41
Coarsegold, CA 93614

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

Attachment: Ag Preserve No. 1752 (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: FAIRCHILD,
JEROMIE F. & MELISSA E. ET AL.

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.10.17 09:23:05 -07'00'

By: _____
Jeromie F. Fairchild

By: _____
Melissa E. Fairchild

By: _____
James Fairchild

By: _____
Cayla Fairchild

ACCOUNT NUMBER(S)

ACKNOWLEDGMENT

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

State of California
County of MADERA

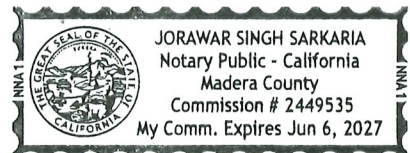
On NOVEMBER 19, 2023 before me, JORAWAR SINGH SARKARIA NOTARY PUBLIC
(insert name and title of the officer)

personally appeared: JAMES FAANKLIN FAIRCHILD / CAYLA ANN FAIRCHILD
JEANIE FRANKLIN FAIRCHILD / MELISSA ELLEN FAIRCHILD
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jorawar Singh Sarkaria (Seal)



MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1752)

THIS CONTRACT is made and entered into this 19 day of November, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and FAIRCHILD, JEROMIE F. & MELISSA E. ET AL. ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 051-021-021 and which is shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1752

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES**. Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Fairchild, Jeromie F. &
Melissa E. et al.
29564 Yosemite Springs Pkwy #41
Coarsegold, CA 93614

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: FAIRCHILD,
JEROMIE F. & MELISSA E. ET AL.

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2023.10.17 09:23:05 -07'00'

By: [Signature]
Jeromie F. Fairchild

By: [Signature]
Melissa E. Fairchild

By: [Signature]
James Fairchild

By: [Signature]
Cayla Fairchild

ACCOUNT NUMBER(S)

ACKNOWLEDGMENT

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

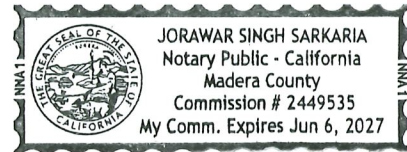
State of California
County of MADERA

On NOVEMBER 19, 2023 before me, JORAWAR SINGH SARKARIA NOTARY PUBLIC
(insert name and title of the officer)

JAMES FRANKLIN FAIRCHILD / CAVLA ANN FAIRCHILD
personally appeared: JEANIE FRANKLIN FAIRCHILD / MELISSA ELLEN FAIRCHILD
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Jorawar Singh Sarkaria (Seal)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1753)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and WU, MICHAEL CHUJUN ("PROPERTY OWNER").

CONTRACT

1. The Contract affects land described as Assessor's Parcel Nos. 057-122-002 and 057-122-008 and which are shown on a map entitled "2023 Agricultural Preserves and Farmland Security Zones," recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1753

The parties hereto agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES**. Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Michael Chujun Wu
7404 N Paula Avenue
Clovis, CA 93611

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER

By: 

Michael Chujun Wu

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E.
Bacigalupi

 Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 11:48:11 -07'00'

ACCOUNT NUMBER(S)



All-purpose Acknowledgment California

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

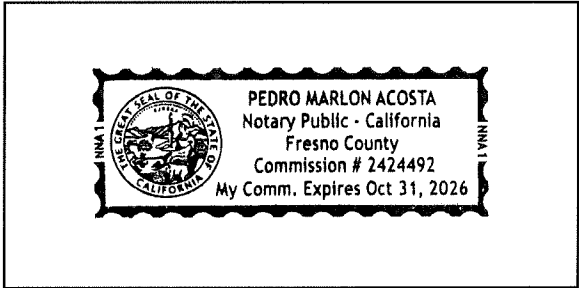
State of California

County of Fresno

On 11/15/2023 before me, Pedro Marlon Acosta, Notary Public (here insert name and title of the officer),

personally appeared Michael Chijun Wu

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



Notary Seal

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

For Bank Purposes Only

Description of Attached Document

Type or Title of Document Madera County Contract

Document Date 11/15/2023 Number of Pages 2

Signer(s) Other Than Named Above _____

Account Number (if applicable) _____



F001-000DSG5350CA-01

Attachment: Ag Preserve No. 1753 (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1753)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and WU, MICHAEL CHUJUN (“PROPERTY OWNER”).

CONTRACT

1. The Contract affects land described as Assessor's Parcel Nos. 057-122-002 and 057-122-008 and which are shown on a map entitled “2023 Agricultural Preserves and Farmland Security Zones,” recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1753

The parties hereto agree that the “FICTITIOUS AGRICULTURAL PRESERVE CONTRACT,” recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES**. Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Michael Chujun Wu
7404 N Paula Avenue
Clovis, CA 93611

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER

By: 

Michael Chujun Wu

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@ozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 11:48:11 -07'00'

ACCOUNT NUMBER(S)



All-purpose Acknowledgment California

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

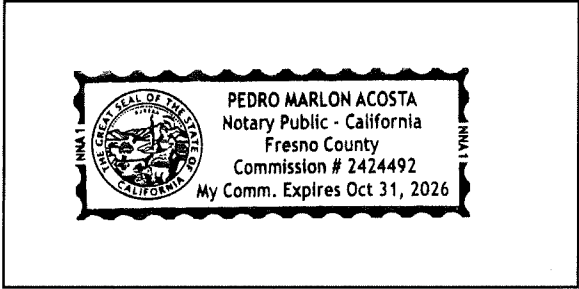
State of California

County of Fresno

On 11/15/2023 before me, Pedro Marlon Acosta, Notary Public (here insert name and title of the officer),

personally appeared Michael Chujon Wu

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



Notary Seal

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

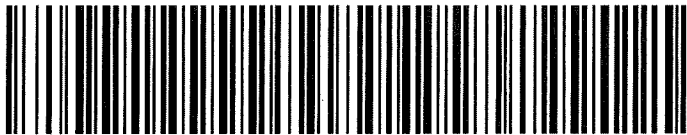
For Bank Purposes Only

Description of Attached Document
Type or Title of Document Madera County Contract

Document Date 11/15/2023 Number of Pages 2

Signer(s) Other Than Named Above _____

Account Number (if applicable) _____



F001-000DSG5350CA-01

Attachment: Ag Preserve No. 1753 (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1749)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and BOBERG, ALFRED & ELLEN TRUSTEE (“PROPERTY OWNER”).

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 052-050-016 and which is shown on a map entitled “2023 Agricultural Preserves and Farmland Security Zones,” recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1749

The parties hereto agree that the “FICTITIOUS AGRICULTURAL PRESERVE CONTRACT,” recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES.** Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Alfred & Ellen Boberg
29229 Road 400
Madera, CA 93636

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: BOBERG, ALFRED & ELLEN TRUSTEE

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.

By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 09:25:00 -07'00'

By: _____
Alfred Boberg

By: _____
Ellen Boberg

ACCOUNT NUMBER(S)

MADERA COUNTY CONTRACT NO. _____
(Ag Preserve No. 1754)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and GILL, LAKHBIR S. & MANJIT K. ET AL. (“PROPERTY OWNER”).

CONTRACT

1. The Contract affects land described as Assessor’s Parcel Nos. 047-352-012, 047-352-013, 047-352-014, 048-120-006, 048-120-007, and which are shown on a map entitled “2023 Agricultural Preserves and Farmland Security Zones,” recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Ag Preserve No. 1754

The parties hereto agree that the “FICTITIOUS AGRICULTURAL PRESERVE CONTRACT,” recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES**. Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Gill, Lakhbir S. &
Manjit K. et al.
P.O. Box 27710
Fresno, CA 93729

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract t is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: GILL, LAKHBIR S. & MANJIT K. ET AL.

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.

By: Bacigalupi

 Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 09:50:45 -07'00'

By: _____
Lakhbir S. Gill

By: _____
Manjit K. Gill

By: _____
Gurdeep Chohan

By: _____
Nirmaljit Chohan

ACCOUNT NUMBER(S)

MADERA COUNTY CONTRACT NO. _____
(Farmland Security Zone 299)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and SRK FARMS, LLC (“PROPERTY OWNER”).

CONTRACT

1. The Contract affects land described as Assessor's Parcel No. 029-200-040 and which is shown on a map entitled “2023 Agricultural Preserves and Farmland Security Zones,” recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Farmland Security Zone 299

The parties hereto agree that the “FICTITIOUS AGRICULTURAL PRESERVE CONTRACT,” recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES.** Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

SRK FARMS, LLC
5802 County Club Parkway
San Jose, CA 95138

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

PROPERTY OWNER: SRK FARMS, LLC

By: _____
(Signature)

(Print Name)

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 09:41:14 -07'00'

ACCOUNT NUMBER(S)

MADERA COUNTY CONTRACT NO. _____
(Farmland Security Zone No. 300)

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“COUNTY”), and SMITH, CLARK TRUSTEE & DIANA M. TRUSTEE ET AL. (“PROPERTY OWNER”).

CONTRACT

1. The Contract affects land described as Assessor's Parcel Nos. 031-092-005, 031-092-006, 031-092-007, 031-092-008, and which are shown on a map entitled “2023 Agricultural Preserves and Farmland Security Zones,” recorded on _____, in the office of the Madera County Recorder as Document Number _____.

Farmland Security Zone No. 300

The parties hereto agree that the “FICTITIOUS AGRICULTURAL PRESERVE CONTRACT,” recorded on July 24, 1991, in the office of the Madera County Recorder as Document No. 9118494, is incorporated herein by reference as if fully set forth herein.

2. **NOTICES.** Notices required by this Contract shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Matt Treber, Chief of Development Services
Community and Economic Development
200 West 4th Street
Madera, CA 93637

PROPERTY OWNER

Smith, Clark Trustee &
Diana M. Trustee, et al.
1547 34th Avenue
San Francisco, CA 94122

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

* * * * *

IN WITNESS WHEREOF the foregoing Contract is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

PROPERTY OWNER: SMITH, CLARK TRUSTEE & DIANA M. TRUSTEE ET AL.

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

 Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.10.17 09:35:27 -07'00'

By: _____
(Signature)

(Print Name)

Title: Smith-Adobe Ranch Family LTD PTP

ACCOUNT NUMBER(S)

By: _____
(Signature)

(Print Name)

Title: Smith Trust 1999

ROAD_400



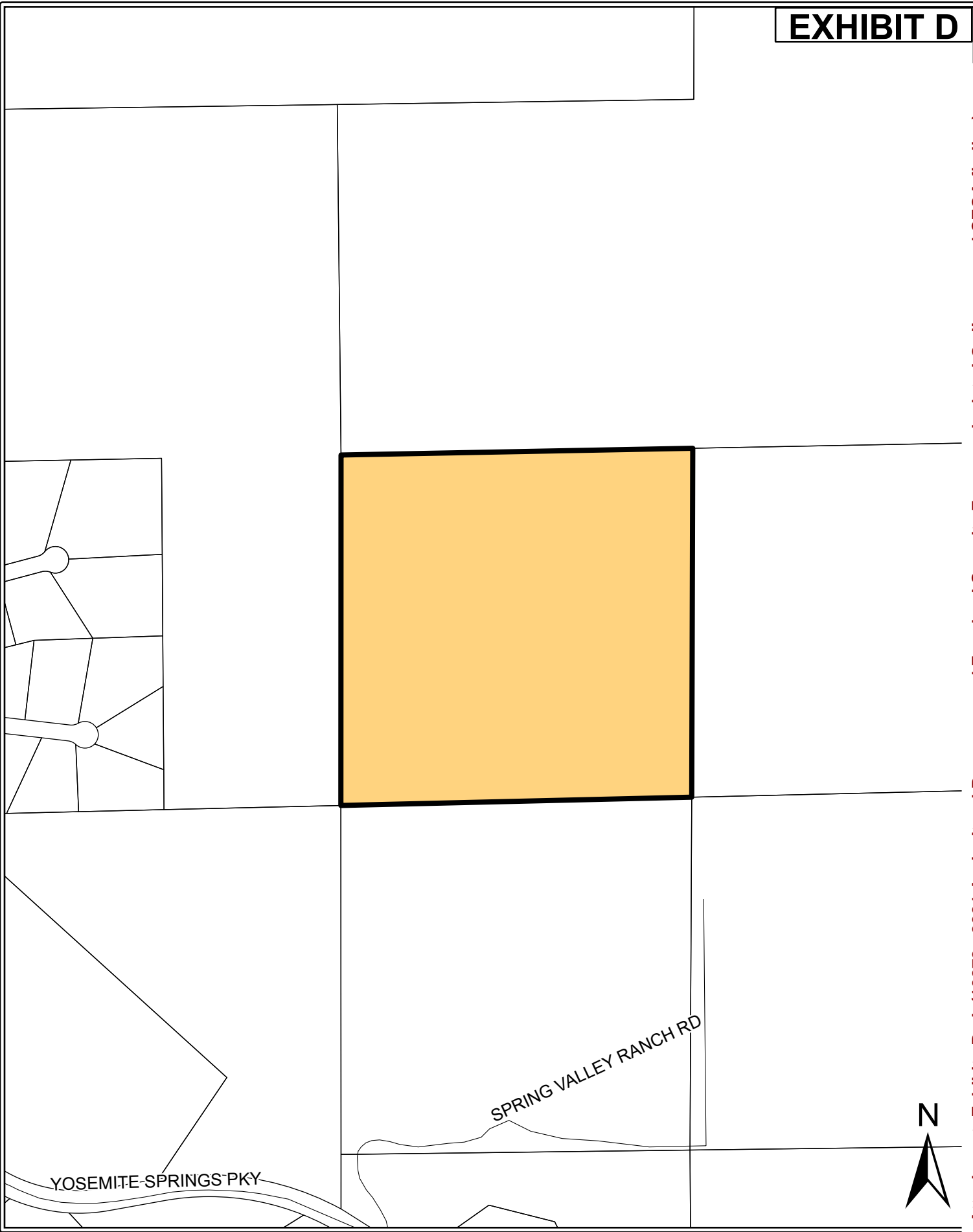
Attachment: Exhibits B - I (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

ROAD 29

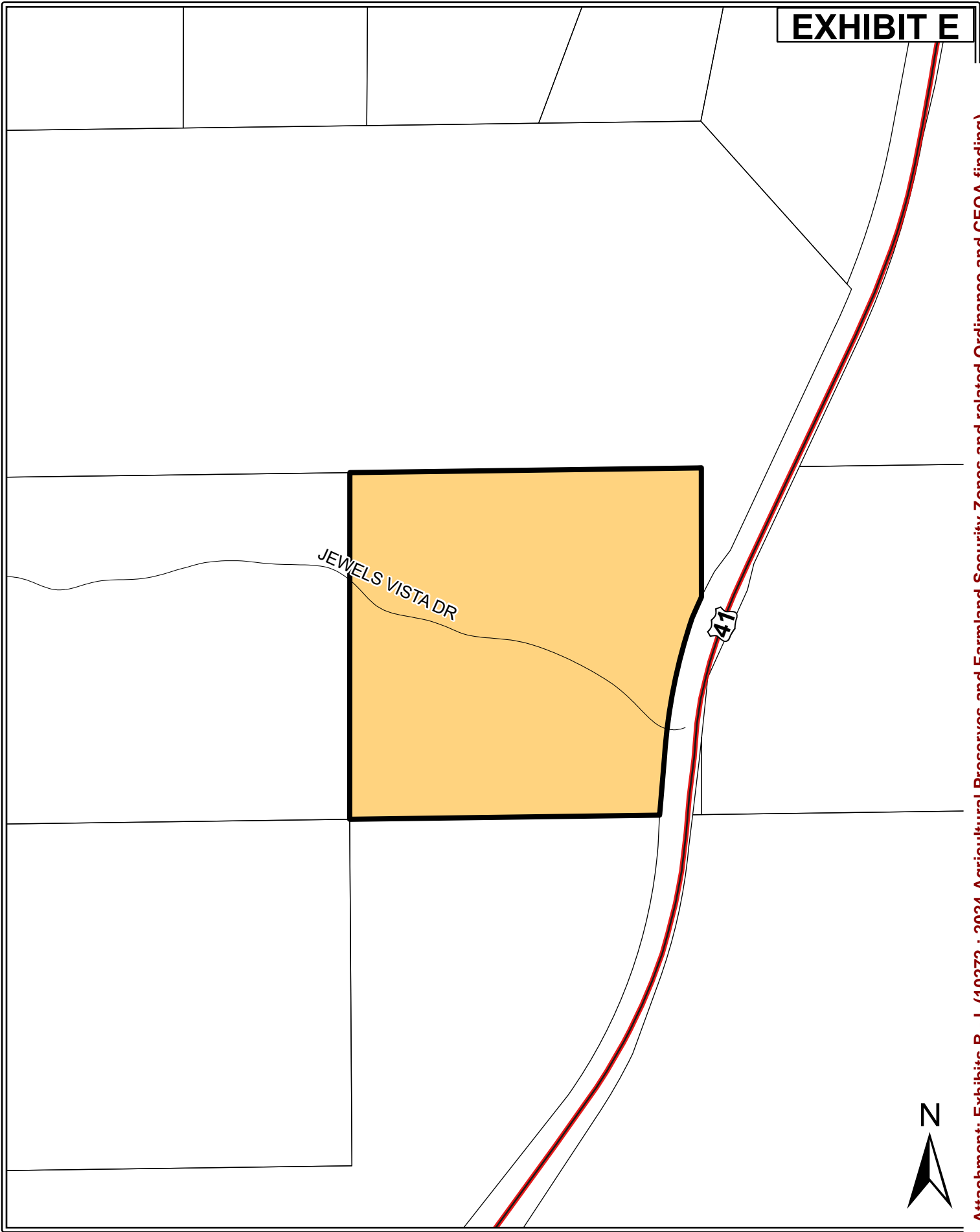
AVENUE 20 1/2

AVENUE 20

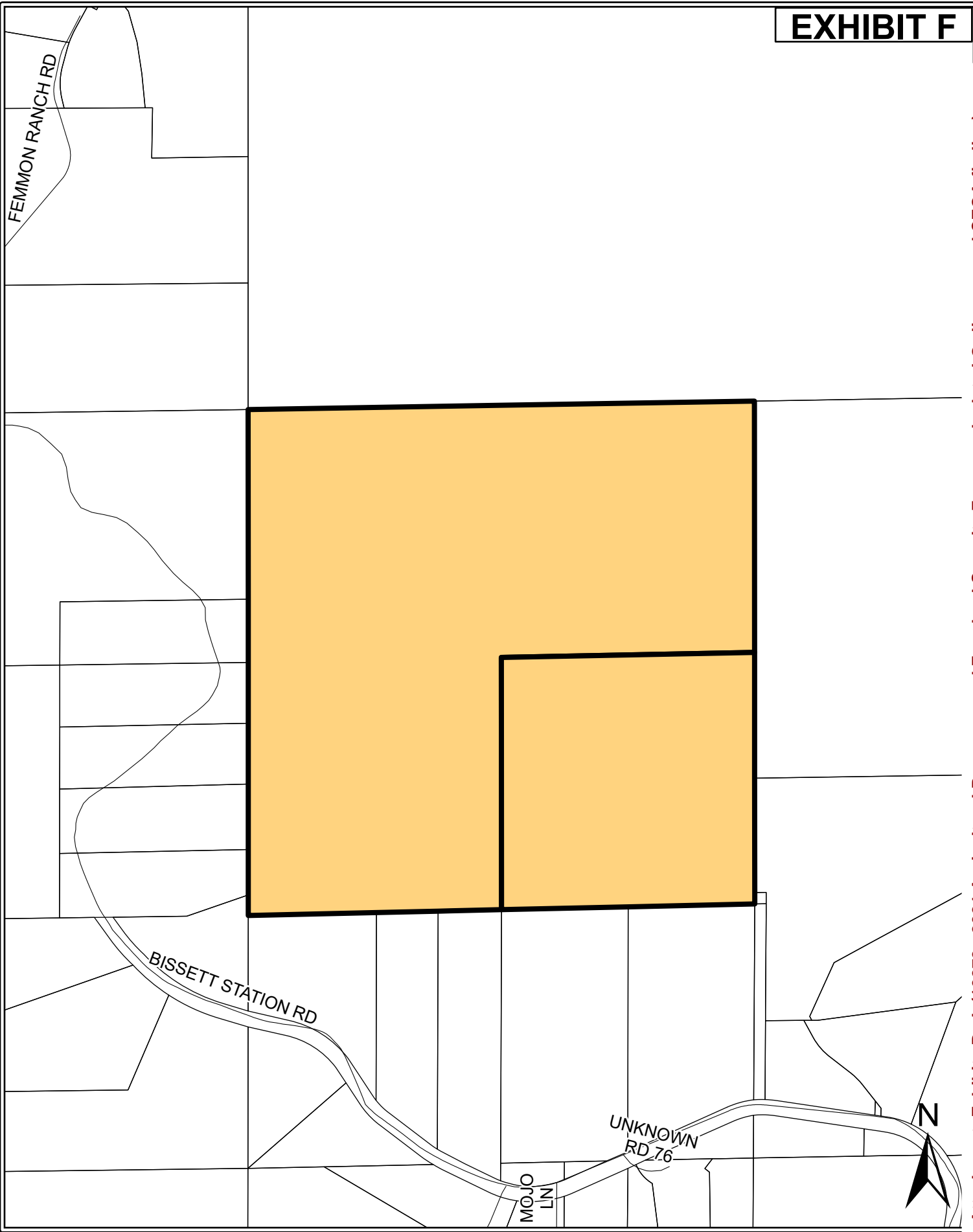




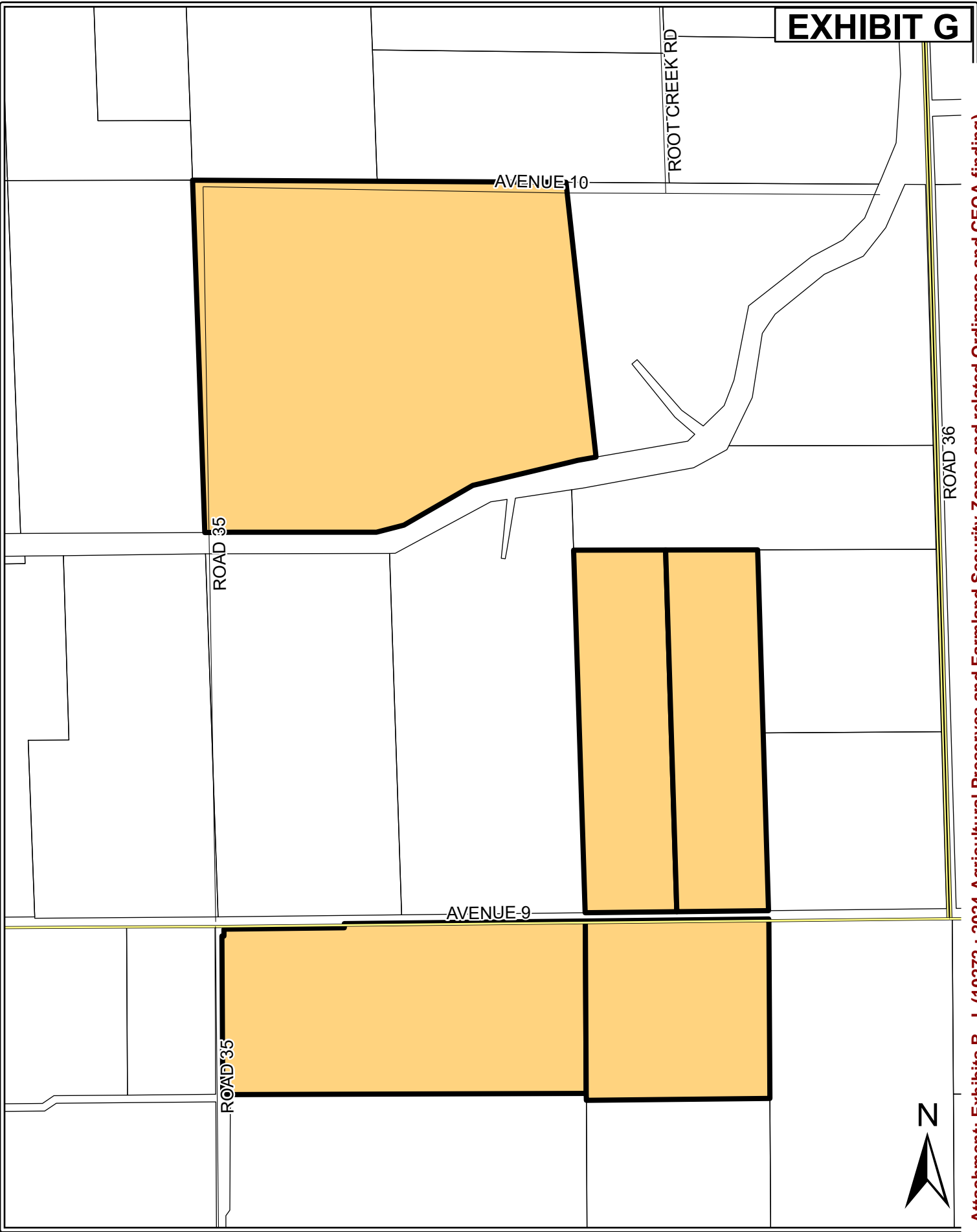
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Attachment: Exhibits B - I (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)



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Attachment: Exhibits B - I (10272 : 2024 Agricultural Preserves and Farmland Security Zones and related Ordinance and CEQA finding)

AVENUE 20

ROAD-24

LARCH ST

AVENUE 19-3/4

