

Click this link to join the webinar:

<https://us02web.zoom.us/j/84163343056?pwd=CK9d2K6MijwqMQ2dNBgdGUvSn55OVx.1>

Webinar ID: 841 6334 3056; Passcode: 533778; or Dial: (669) 900-6833

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING THE CITY CLERK AT [CITYCLERK@CERES.GOV](mailto:CITYCLERK@CERES.GOV) BEFORE 4:00 PM THE DAY OF THE MEETING. INCLUDE THE AGENDA ITEM NUMBER OR PUBLIC COMMENT PERIOD IN THE SUBJECT LINE OF THE EMAIL. THE CLERK MAY READ WRITTEN COMMENTS INTO THE RECORD, IF SPECIFICALLY REQUESTED TO DO SO AT THE BEGINNING OF YOUR EMAIL. YOUR WRITTEN COMMENT WILL BE DISTRIBUTED TO THE CITY COUNCIL AND KEPT ON FILE AS PART OF THE OFFICIAL RECORD OF THE COUNCIL MEETING.**

*If you have any questions on how to attend virtually or are encountering difficulties connecting to the meeting, please contact the City Clerk at [cyclerk@ceres.gov](mailto:cyclerk@ceres.gov).*



## **AGENDA**

### **CITY COUNCIL REGULAR MEETING**

### **CITY OF CERES, CALIFORNIA**

**City Council Chambers, 2701 Fourth Street**  
**Monday, January 12, 2026, at 6:00 p.m.**

Mailing Address: Ceres City Hall, 2220 Magnolia Street, Ceres, CA 95307-3292  
Phone: (209) 538-5700 Fax: (209) 538-5780

#### **CALL TO ORDER**

Mayor Lopez

#### **ROLL CALL**

Mayor: Javier Lopez  
Vice Mayor: Daniel A. Martinez (District 4)  
Councilmembers: James Casey (District 1); Rosalinda L. Vierra (District 2); Cerina Otero (District 3)

#### **INVOCATION**

Invocation by Tim Giannosa, Big Valley Grace Community Church.

#### **PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Rebecca Buenrostro, Central Valley High School.

## **PRESENTATIONS**

- A. Recognize Outgoing Planning Commissioner, David Johnson

## **CITIZEN COMMUNICATIONS** to the Council on matters not included on the agenda (five minutes)

While the City Council welcomes and encourages participation in City Council meetings, adopted rules allow no more than 5 minutes (Resolution No. 2007-106) for expression of non-agenda items. Matters under the jurisdiction of the City Council, and not on the posted agenda, may be addressed by the general public; however, California law prohibits the City Council from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the City Council. Citizens are entitled to address the City Council on any agenda item subject to the 5-minute provision.

## **CONFLICT OF INTEREST DECLARATION**

## **APPOINTMENTS TO BOARDS/COMMISSIONS**

- B. Selecting Interview Format for Upcoming Planning Commission Interviews
- C. Confirmation of the 2026 Mayoral Appointments to Boards, Commissions, and Committees

## **CONSENT CALENDAR**

All matters listed on the consent calendar are considered routine in nature and will be enacted by a single motion unless otherwise requested by an individual Councilmember or public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

1. Clerks Report of Posting. The agenda of the January 12, 2026, City Council Meeting was Posted on Wednesday, January 7, 2026. (*City Clerk*)
2. Waive Readings. All Readings of Ordinances and Resolutions are Waived. (Waive readings in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title). (*City Clerk*)
3. Approval of Minutes for the December 8, 2025, Regular City Council Meeting. (*City Clerk*)
4. Register of Audited Demand(s) Dated November 19, 2025, through December 10, 2025. (*Portillo*)
5. **Resolution No. 2026-XXX**, Authorizing the City Manager to Approve a Firearm Buyback through LC Action. (*Johnson*)
6. **Resolution No. 2026-XXX**, Authorizing Staff to Purchase Military Equipment as Required by AB 481. (*Johnson*)

**AGENDA**  
**Regular City Council Meeting**  
**January 12, 2026**  
**Page 3**

7. **Resolution No. 2026-XXX**, Approving a Professional Services Agreement with Szs Engineering Access, Inc., for Preparation of the Citywide ADA Self-Evaluation and Transition Plan Update in the Amount of \$351,770, Approving a Budget Amendment, Authorizing the City Manager to Execute the Agreement, and Adding this Project to the Capitol Improvement List Including Creating a New Project String. *(Beltran)*
8. **Resolution No. 2026-XXX**, Approving a Five-Year Service Agreement with Motorola Solutions for ScoutCare Dispatch Console Radio Software Maintenance for a Total Cost of \$39,953.25 and Authorizing the City Manager to Execute the Agreement. *(Johnson)*
9. General Correspondence – **Information Only**
  - a. Public Works Monthly Report for November 2025 *(Royal)*
10. **Resolution No. 2026-XXX**, Approving a Reimbursement Agreement with Union Pacific Railroad for Preliminary Engineering Services for the Whitmore Avenue Reconstruction Project, Authorizing the City Manager to Execute the Agreement, and Authorizing an Overall Project Allocation for Additional Railroad Coordination and Costs. *(Beltran)*

**CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

**UNFINISHED BUSINESS**

None

**PUBLIC HEARING**

None

**NEW BUSINESS**

None

**DISCUSSION ITEMS**

None

**COUNCILMEMBER REFERRALS**

Councilmembers request to have an agenda item placed on a future agenda (pursuant to Chapter 2 - City Council Meetings, J-8. City Council Referrals/Determination of Items for Agenda).

## **REPORTS**

At this time, any Councilmembers or City staff will make an announcement, or report briefly on his/her activities.

- Mayor
- City Council
- City Manager
- City Attorney
- Departments

## **CLOSED SESSION**

11. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code § 54956.9(d): (1 case)
12. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code § 54956.9  
Name of Case: Ashley Ranuio et al. v. City of Ceres et al., Stanislaus Superior Court Case Number: CV-25-009856

## **REPORT FROM CLOSED SESSION**

## **ADJOURNMENT**

The next regularly scheduled City Council Meeting will be held on January 26, 2026, at 6:00 p.m. in the City Council Chambers located in the Community Center at 2701 Fourth Street, Ceres, CA.

## **AFFIDAVIT OF POSTING**

I, Fallon Martin, City Clerk, for the City of Ceres, declare under penalty of perjury that the foregoing agenda for the Regular City Council Meeting was posted on Wednesday, January 7, 2026, at the following locations in Ceres:

- Community Center Display Case – 2701 Fourth Street

Fallon Martin

Fallon Martin, City Clerk

## **Council Agenda:**

The City Council agenda is available for public review on the City's website at [www.ci.ceres.ca.us](http://www.ci.ceres.ca.us) and posted at the time and places noted above.

**AGENDA**  
**Regular City Council Meeting**  
**January 12, 2026**  
**Page 5**

**Related Materials:**

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Office at City Hall located at 2220 Magnolia Street, Ceres, CA during normal business hours. Persons with questions concerning any agenda item may call the City Clerk's Office at (209) 538-5731.

**Notice regarding Americans with Disabilities Act:**



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda and/or the documents in the agenda packet provided in an alternative format, please contact the city clerk's office at (209) 538-5731 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made (28CFR 35.102-35.104 ADA TITLE II).

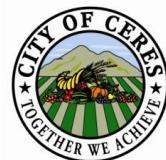


Únete al seminario web de ZOOM para participar en vivo en:  
<https://us02web.zoom.us/j/84163343056?pwd=CK9d2K6MijwqMQ2dNBgdGUvSn55OVx.1>

ID del seminario web: 841 6334 3056; Código de acceso: 533778; or Llame: (669) 900-6833

**PARA PARTICIPAR EN LA SESIÓN DEL CONCEJO MUNICIPAL VIA COMMENTARIO PÚBLICO REMOTE ENVÍE UN CORREO ELECTRÓNICO A LA SECRETARIA MUNICIPAL A CITYCLERK@CERES.GOV ANTES DE LAS 4:00 P.M. EL DÍA DE LA REUNIÓN. INCLUYA EL NÚMERO DEL PUNTO DEL ORDEN DEL DÍA O MENCIONE "PERÍODO DE COMENTARIOS DEL PÚBLICO" EN EL ASUNTO DEL CORREO ELECTRÓNICO. LA SECRETARIA PODRÁ LEER LOS COMENTARIOS POR ESCRITO DURANTE LA SESIÓN, SI ASÍ LO SOLICITA EXPRESAMENTE AL COMIENZO DE SU CORREO ELECTRÓNICO. SU COMENTARIO ESCRITO SE DISTRIBUIRÁ A LOS MIEMBROS DEL CONCEJO MUNICIPAL Y SE ARCHIVARÁ COMO PARTE DEL ACTA OFICIAL DE LA REUNIÓN.**

*Si tiene alguna pregunta sobre cómo asistir virtualmente o si tiene dificultades en conectarse a la reunión, comuníquese con la secretaría municipal a través de la dirección de correo electrónico [cyclerk@ceres.gov](mailto:cyclerk@ceres.gov).*



## AGENDA

### REUNIÓN REGULAR DEL CONCEJO MUNICIPAL CIUDAD DE CERES, CALIFORNIA

**Sala del Concejo Municipal, 2701 Fourth Street  
Lunes, 12 de enero de 2026, a las 6:00 p.m.**

Dirección de envío: Ceres City Hall, 2220 Magnolia Street, Ceres, CA 95307-3292  
Teléfono: (209) 538-5700 Fax: (209) 538-5780

#### LLAMAR AL ORDEN

Alcalde Lopez

#### PASE DE LISTA

Alcalde:	Javier Lopez
Vicealcalde:	Daniel A. Martinez (Distrito 4)
Concejales:	James Casey (Distrito 1); Rosalinda L. Vierra (Distrito 2); Cerina Otero (Distrito 3)

#### INVOCACIÓN

Invocación por Tim Giannosa, Big Valley Grace Community Church.

## **JURAMENTO A LA BANDERA**

Juramento a la bandera dirigido por Rebecca Buenrostro, Central Valley High School.

## **PRESENTACIONES**

- A. Reconocer al Comisionado de Planificación saliente, David Johnson

## **COMENTARIOS PÚBLICOS** al Consejo sobre asuntos no incluidos en la agenda (cinco minutos).

El Consejo Municipal da la bienvenida y fomenta la participación en sus reuniones. Las reglas adoptadas permiten un máximo de 5 minutos (Resolución n.º 2007-106) para la expresión sobre temas que no incluidos en la agenda. El público general puede dirigirse acerca de asuntos que estén bajo la jurisdicción del Consejo Municipal y que no estan incluidos en la agenda que fue publicada; sin embargo, la ley de California prohíbe que el Consejo Municipal tome decisiones sobre cualquier asunto que no esté en la agenda publicada, a menos que el Consejo Municipal lo declare como una emergencia. Cuidadanos tienen el derecho a dirigirse al Consejo Municipal sobre cualquier punto de la agenda, con la limitación de 5 minutos.

## **DECLARACIÓN DE CONFLICTO DE INTERESES**

## **NOMBRAMIENTOS PARA JUNTAS/COMISIONES**

- B. Selección de la forma de entrevista para las próximas entrevistas de la Comisión de Planificación.
- C. Confirmación de los nombramientos realizados por el alcalde en 2026 para juntas directivas, comisiones y comités.

## **CALENDARIO DE CONSENTIMIENTO**

Todos los asuntos incluidos en el Calendario de Consentimiento se consideran de rutina ordinaria y se aprobarán por una sola moción, a menos que algún concejal o miembro del público solicite su consideración por separado. Si no, se aceptará la recomendación del personal y se procederá a la votación nominal.

1. Informe de la Secretaría Municipal sobre la publicación de la agenda. La agenda de la Reunión del Concejo Municipal del 12 de enero de 2026 se publicó el miércoles 7 de enero de 2026. (*Secretaría Municipal*)
2. Renuncia procesal de lectura. Renuncia de la lectura de todas las ordenanzas y resoluciones. (Se renuncia la lectura completa de todas las ordenanzas y resoluciones incluidas en la agenda y se declara que los títulos mencionados en la agenda pública se considerarán leídos por título). (*Secretaría municipal*)
3. Aprobación de la acta de la Reunión Regular del Concejo Municipal del 10 de diciembre de 2025. (*Secretaría Municipal*)

4. Registro de demandas de pago del 19 de noviembre de 2025 al 10 de diciembre de 2025. (*Portillo*)
5. **Resolución Nº 2026-XXX**, Autorizar al Administrador Municipal a aprobar un programa de recompra de armas de fuego a través de LC Action. (*Johnson*)
6. **Resolución Nº 2026-XXX**, Autorizar al personal para comprar equipo militar según lo exige la ley AB 481. (*Johnson*)
7. **Resolución Nº 2026-XXX**, Aprobación de un acuerdo de servicios profesionales con Szs Engineering Access, Inc., para la preparación de la actualización del Plan de Autoevaluación y Transición de la Ley para Estadounidenses con Discapacidades (ADA) a nivel municipal, por un monto de \$351,770; aprobación de una enmienda presupuestaria; autorización al Administrador Municipal para que firme el acuerdo; y añadiendo este proyecto en la Lista de Mejoras del Capital, incluyendo la creación de un nuevo código de proyecto. (*Beltran*)
8. **Resolución Nº 2026-XXX**, Aprobación de un acuerdo de servicios de cinco años con Motorola Solutions para el mantenimiento del software de radio de la consola de despacho ScoutCare y autorización al administrador municipal a firmar el acuerdo. (*Johnson*)
9. Correspondencia General – **Solo para información**
  - a. Informe mensual de Obras Públicas correspondiente a noviembre de 2025. (*Royal*)
10. **Resolución Nº 2026-XXX**, Aprobar un acuerdo de reembolso con Union Pacific Railroad para los servicios de ingeniería preliminar del proyecto de reconstrucción de Whitmore Avenue, autorizar al administrador municipal a firmar el acuerdo y autorizar una asignación presupuestaria general para la coordinación adicional con la compañía ferroviaria y los costos asociados. (*Beltran*)

**CONSIDERACIÓN DE LOS ASUNTOS RETIRADOS DEL CALENDARIO DE CONSENTIMIENTO**

**ASUNTOS PENDIENTES**

**AUDIENCIA PÚBLICA**

**ASUNTOS NUEVOS**

**TEMAS DE DISCUSIÓN**

## **RECOMENDACIONES DE LOS CONCEJALES**

Los concejales solicitan que se incluya un punto en la agenda de una futura reunión (en conformidad con el Capítulo 2 - Reuniones del Consejo Municipal, J-8. Recomendaciones/Determinación de puntos para la agenda del Consejo Municipal).

## **INFORMES**

En este momento, cualquier miembro del Consejo o del personal municipal podrá hacer un anuncio o informar brevemente sobre sus actividades.

- Alcalde
- Consejales
- Administrador Municipal
- Abogada Municipal
- Departamentos

## **SESIÓN A PUERTA CERRADA**

11. Conferencia con asesor legal – Inicio de un litigio, Código del Gobierno de California § 54956.9(d): (1 caso)
  
12. Conferencia con asesor legal – Litigios Existentes, Código del Gobierno de California § 54956.9  
Nombre del caso: Ashley Ranuio et al. contra City of Ceres et al., Número de caso del Tribunal Superior de Stanislaus: CV-25-009856

## **INFORME DE LA SESIÓN A PUERTA CERRADA**

### **APLAZAMIENTO**

La próxima reunión regular del Consejo Municipal será el 26 de enero de 2026, a las 6:00 p.m., en la sala del Consejo Municipal ubicada en el Centro Comunitario, en 2701 Fourth Street, Ceres, CA.

## **DECLARACIÓN JURADA DE PUBLICACIÓN**

Yo, Fallon Martin, Secretaria Municipal de la Ciudad de Ceres, declaro bajo pena de perjurio que la agenda para la Sesión Regular del Concejo Municipal fue publicado el miércoles 7 de enero de 2026 en los siguientes lugares de Ceres:

- Vitrina del Centro Comunitario – 2701 Fourth Street



Fallon Martin, Secretaria Municipal

**Agenda del Consejo:**

La agenda del consejo está disponible para revisión pública en el sitio web de la ciudad en [www.ci.ceres.ca.us](http://www.ci.ceres.ca.us) y se publica en la fecha y los lugares indicados anteriormente.

**Materiales relacionados:**

Cualquier escrito o documento proporcionado a la mayoría del Consejo Municipal en relación con cualquier punto de esta agenda estará disponible para inspección pública en la Oficina de la Secretaria Municipal, ubicada en el Ayuntamiento, en 2220 Magnolia Street, Ceres, CA, durante el horario comercial normal. Las personas que tengan preguntas sobre cualquier punto de la agenda pueden llamar a la Oficina de la Secretaria Municipal al (209) 538-5731.

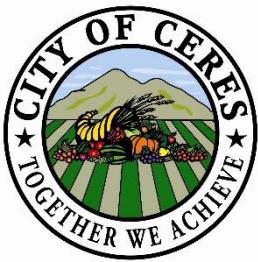
**Aviso acerca de la Ley de Estadounidenses con Discapacidades:**



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda and/or the documents in the agenda packet provided in an alternative format, please contact the city clerk's office at (209) 538-5731 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made (28CFR 35.102-35.104 ADA TITLE II).

En conformidad con la Ley para Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión o si necesita que la agenda o los documentos incluidos en el paquete de la agenda se le proporcionen en una forma alternativa, comuníquese con la oficina de la secretaria municipal al (209) 538-5731 con al menos 48 horas en anticipación a la reunión para garantizar que se puedan realizar los arreglos necesarios (28 CFR 35.102-35.104, Título II de la ADA).





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Fallon Martin, City Clerk  
[fallon.martin@ceres.gov](mailto:fallon.martin@ceres.gov), (209) 538-5731

**SUBJECT:** Confirmation of the 2026 Mayoral Appointments to Boards, Commissions, and Committees

---

### **RECOMMENDED COUNCIL ACTION:**

Council concurrence of the 2026 mayoral appointments to boards, commissions, and committees.

#### **I. BACKGROUND:**

Each year, the mayor makes his recommendations for appointment to various boards, commissions, and committees. The mayor made his initial list for committee assignments and will lead the discussion regarding the preferences in terms of assignments. The final list will then be subject to ratification by the Council. A list of the mayor's recommendation for 2026 City Council Appointments is attached as Attachment A.

#### **II. REASONS FOR RECOMMENDATION:**

City Council Rules and Procedures and Government Code Section 40605 states the mayor shall make all appointments to boards, commissions, and committees. The Council then must ratify, at a public meeting, the mayor's appointments.

#### **III. FISCAL IMPACTS:**

N/A

#### **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

#### **V. POLICY ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

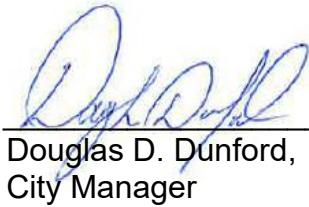
**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Upon Council approval, the list will be finalized by the City Clerk and sent to the appropriate agencies.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

Attachment A – 2026 City Council Appointments (Recommendations)

Attachment B – 2025 City Council Appointments



## 2026 CITY COUNCIL COMMITTEE APPOINTMENTS

The Mayor appoints, with the concurrence of Council, representatives to the following intergovernmental and City boards upon which an elected official of Ceres is required or desired:

	Committee	2025 Appointments	2026 Recommendations
1	Christmas Festival	Mayor Lopez Vice Mayor Martinez	Vice Mayor Martinez Vierra
2	City-Schools Committee	Mayor Lopez Otero	Mayor Lopez Vierra
3	Concerts in the Park Committee	Mayor Lopez Vice Mayor Martinez	Vice Mayor Martinez Vierra
4	County-City Selection Committee (Mayors)	Mayors Only	Mayors Only
5	East Stanislaus Integrated Regional Water Management Program (ESIRWSP)	Mayor Lopez Vice Mayor Martinez	Otero Casey
6	West Turlock Subbasin Groundwater Sustainability Agency (JPA)	Vice Mayor Martinez Otero	Otero Casey
7	Executive Committee, Central Valley Division, League of California Cities	Mayor Lopez	Mayor Lopez Otero (alternate)
8	Economic Development Committee	Otero Economic Development Manager	Otero Economic Development Manager
9	Stanislaus Elder Abuse Prevention Alliance (SEAPA)	Casey	Casey Otero (alternate)
10	StanCOG Policy Board	Mayor Lopez Vice Mayor Martinez	Mayor Lopez Vice Mayor Martinez (alternate)
11	Surface Water Joint Powers Authority Board (SRWA)	Mayor Lopez Casey	Mayor Lopez Casey Otero (alternate)
12	Airport Advisory Committee	Casey Senior Planer	Casey Otero (alternate) Senior Planer
13	San Joaquin Valley Air Pollution Control District Special Selection Committee	Casey	Casey Vierra (alternate)

**ATTACHMENT A**

14	Stanislaus Homeless Alliance	Vierra Casey	Vierra (alternate) Casey
15	Fire Advisory Committee (contract for service)	Martinez Vierra	Mayor Lopez Vice Mayor Martinez (alternate)
16	Local Emergency Planning Committee	Vice Mayor Martinez Otero	Vierra Otero (alternate)

Approved by Council on: \_\_\_\_\_



## 2025 CITY COUNCIL COMMITTEE APPOINTMENTS

The Mayor appoints, with the concurrence of Council, representatives to the following intergovernmental and City boards upon which an elected official of Ceres is required or desired:

	Committee	2025 Recommendations
1	Christmas Festival	Lopez Martinez
2	City-Schools Committee	Lopez Otero
3	Concerts in the Park Committee	Lopez Martinez
4	County-City Selection Committee (Mayors)	Lopez
5	East Stanislaus Integrated Regional Water Management Program (ESIRWSP)	Lopez Martinez
6	Executive Committee, Central Valley Division, League of California Cities	Lopez
7	Economic Development Advisory Committee	Otero Redevelopment & Economic Development Manager
8	Stanislaus Elder Abuse Prevention Alliance (SEAPA)	Casey
9	StanCOG Policy Board	Lopez Martinez (alternate)
10	Surface Water Joint Powers Authority Board (SRWA)	Lopez Casey Martinez (alternate)
11	Airport Advisory Committee (City staff member)	Senior Planner Casey
12	San Joaquin Valley Air Pollution Control District Special Selection Committee	Casey

	<b>Committee</b>	<b>2025 Recommendations</b>
13	West Turlock Subbasin Groundwater Sustainability Agency (JPA)	Casey Vierra (alternate)
14	Stanislaus Homeless Alliance	Vierra Lopez
15	Fire Advisory Committee (contract for service)	Martinez Vierra
16	Local Emergency Planning Committee	Martinez Otero

Approved by Council on: January 13, 2025



**DRAFT MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**CITY OF CERES, CALIFORNIA**  
**(via ZOOM and in-person)**

**City Council Chambers, 2701 Fourth Street**  
**Monday, December 8, 2025, at 6:00 p.m.**

Mailing Address: Ceres City Hall, 2220 Magnolia Street, Ceres, CA 95307-3292  
Phone: (209) 538-5700 Fax: (209) 538-5780

### **CALL TO ORDER**

Mayor Lopez called the December 8, 2025, meeting to order at 6:00 p.m.

### **ROLL CALL – Present:**

Mayor: Javier Lopez  
Vice Mayor: Daniel A. Martinez (District 4)  
Councilmembers: James Casey (District 1); Rosalinda L. Vierra (District 2); Cerina Otero (District 3)

District 1 Councilmember Casey	District 2 Councilmember Vierra	District 3 Councilmember Otero	District 4 Vice Mayor Martinez	Mayor Lopez
Present	Present	Present	Present	Present

### **INVOCATION**

Invocation by Patrick Davis, Ceres Christian Church.

### **PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Cesar Morales, La Rosa Elementary School.

### **PRESENTATIONS**

#### **A. Crosstown Showdown Certificates**

Certificates were issued to:

- Greg Magni, Athletic Director (Central Valley High School)
- John Bussard, Athletic Director (Ceres High School)
- Derrick Goblirsch, Varsity Football Coach (Ceres High School)

Ceres High Varsity Football Team Athletes:

- Matthew Ontiveros
- Dominick Delgadillo
- William Montez
- Jaycob Casias
- Roberto Gomez Jr.

**B. Unmet Transit Needs (StanCOG)**

Stanislaus Council of Governments Associate Planner, Kassandra Barrientos, gave the presentation.

**C. HdL Presentation**

HDL Operations Manager, Jaronie Samnang, gave the presentation.

**CITIZEN COMMUNICATIONS** to the Council on matters not included on the agenda (five minutes)

Brandy Meyer spoke regarding her business license, Pawsome Cuts ribbon cutting, multi-chamber holiday mixer, Workforce Development partnership, and Chamber Installation and Awards Dinner.

Galen Guzman spoke regarding bus stops, demographics of public transportation riders, loading zone in front of the Community Center, and Ceres Police Department gun range operating hours.

Gene Yeakley thanked Brandy Meyer, thanked Shane Parson for hosting a Thanksgiving dinner, and the passing of Freddy Morales.

City Clerk, Fallon Martin, read an email into the record from Alvaro Franco regarding items 9a, 9b, 10, and 11 on the Consent Calendar.

**CONFLICT OF INTEREST DECLARATION**

None

**APPOINTMENTS TO BOARDS/COMMISSIONS**

None

**CONSENT CALENDAR**

1. Clerks Report of Posting. The agenda of the December 8, 2025, City Council Meeting was Posted on Wednesday, December 3, 2025. (*City Clerk*)

2. Waive Readings. All Readings of Ordinances and Resolutions are Waived. (Waive readings in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title). *(City Clerk)*
3. Approval of Minutes for the November 10, 2025, Regular City Council Meeting. *(City Clerk)*
4. Register of Audited Demand(s) Dated October 27, 2025, through November 18, 2025. *(Ledezma)*
5. **Resolution No. 2025-140**, Accepting the Richland Sidewalk Improvement as Complete, and Approving the Balancing Contract Change Order, and Authorizing the Filing of the Notice of Completion, and Authorizing the Release of the Remaining Retention to the Contractor. *(Beltran)*
6. **Resolution No. 2025-141**, Approving the Construction Contract for the Hatch Road 18" Water Transmission Main Phase 3 Project (New Project String) to Rolfe Construction, Inc. in the Amount of \$1,449,612.00, Approving a 10% Contingency in the Amount of \$144,961.00, Approving 10% Construction Support Funds in the Amount of \$144,961.00, Totaling \$1,739,534.00, Authorizing a New Project String, Authorizing a Budget Transfer, and Authorizing the City Manager to Execute the Contract. *(Beltran)*
7. **Resolution No. 2025-142**, Approving the Hourly Pay Rate Schedule for Part-Time (Non-Regular) Employees, Effective as of the Pay Period Beginning December 21, 2025. *(Vasquez)*
8. General Correspondence – **Information Only**
  - a. Public Works Monthly Report for October 2025 *(Royal)*
- 9a. *Removed for separate consideration.*
- 9b. *Removed for separate consideration.*
10. *Removed for separate consideration.*
11. *Removed for separate consideration.*
12. *Removed for separate consideration.*
13. **Resolution No. 2025-148**, Authorizing Staff to Submit an Application to the Bureau of Justice Assistance for the Patrick Leahy Bulletproof Vest Partnership Grant to Reimburse up to Fifty Percent (50%) of the Purchase Cost of Ballistic Vests for the Police Department. *(Johnson)*

14. **Resolution No. 2025-149**, Accepting the State of California Office of Traffic Safety Special Traffic Enforcement Program (STEP) Grant and Approving a Budget Amendment to Appropriate the Funds for Fiscal Year 2025-26. (Johnson)
15. *Removed for separate consideration.*
16. **Resolution No. 2025-150**, Authorizing Consolidation of the City's 457(b) Deferred Compensation Plans, Approving an Administrative Service Agreement for Governmental 457(b) Deferred Compensation Plan Between the City of Ceres and Nationwide, and Authorizing the City Manager to Execute the Agreement. (Vasquez)

**Action:** Motion by **Vice Mayor Martinez**, seconded by **Councilmember Otero**, approving items **1 – 8, 13 – 14, and 16**. Motion carried **5/0/0/0** by the following roll call vote:

Councilmember Casey	Councilmember Vierra	Councilmember Otero	Vice Mayor Martinez	Mayor Lopez
Yes	Yes	Yes	Yes	Yes

#### **CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

**Item 9a & 9b: Removed for separate consideration by Ceres Resident, Dave Pratt**

**Item 10: Removed for separate consideration by Councilmember Otero and Ceres Resident, Dave Pratt**

**Item 11 & 12: Removed for separate consideration by Ceres Resident, Dave Pratt**

\*Items 9a, 9b, 10, 11, & 12 were all heard together.

**Resolution No. 2025-143**, Approving an Agreement with West Coast Arborists, Inc. in the Amount of \$89,275.00 for the Purchase of Trees and Authorizing the City Manager to Execute the Agreement. (Chavez)

**Resolution No. 2025-144**, Approving an Agreement with California Landscape Supply in the Amount of \$96,995.64 for the Purchase of Trees and Authorizing the City Manager to Execute the Agreement. (Chavez)

**Resolution No. 2025-145**, Approving an Agreement with Westside Landscape & Concrete, Inc. in the Amount of \$174,598.00 for Tree Planting and Authorizing the City Manager to Execute the Agreement. (Chavez)

**Resolution No. 2025-146**, Approving an Agreement with West Coast Arborists, Inc. in the Amount of \$217,000.00 for the Urban Forestry Management Plan and Authorizing the City Manager to Execute the Agreement. (Chavez)

**Resolution No. 2025-147**, Approving a Fiscal Year 2025-2026 Budget Amendment to Appropriate Funds for the Urban and Community Forestry Grant from the California Department of Forestry and Fire Protection in the Amount of \$1,084,600. *(City Manager)*

Dave Pratt spoke regarding newly planted trees needing to be monitored.

Councilmember Otero spoke regarding how the location will be determined of where to plant the trees, community involvement, and dead City trees on residential homes.

Mayor Lopez asked for public comment. The following members of the public spoke:

John Warren spoke regarding the location of where the trees will be planted.

Mayor Lopez closed public comment.

Council and staff discussion included community involvement, regular updates to the Council, Urban Forestry Master Plan, and allocation of trees going to the school district.

**Action:** Motion by **Vice Mayor Martinez**, seconded by **Councilmember Vierra**, approving item **9a, 9b, 10, 11, & 12**. Motion carried **5/0/0** by the following roll call vote:

Councilmember Casey	Councilmember Vierra	Councilmember Otero	Vice Mayor Martinez	Mayor Lopez
Yes	Yes	Yes	Yes	Yes

**Item 15: Removed for separate consideration by Councilmember Vierra**

Waiver of Second Reading and Adoption of **Ordinance No. 2025-1094**, An Ordinance of the City Council of the City of Ceres Adding Section 10.05.000 - Definitions, Amending Section 10.05.020 - Regulations for Bicycle Operation, Adding Section 10.05.120 - Organized, Planned or Street Take Over, and Adding Section 10.05.130 - Penalties, of the Ceres Municipal Code. *(Johnson)*

Councilmember Vierra spoke regarding enforcement strategy and who is responsible for enforcing the ordinance.

Mayor Lopez asked for public comment. The following members of the public spoke:

John Warren inquired about cameras capturing offenders of the ordinance.

Dave Pratt spoke regarding placing a camera on every corner and bicycles on sidewalks.

Mayor Lopez closed public comment.

Council and staff discussion included collaboration with other law enforcement agencies, age of the offenders, and thanked staff for creating the ordinance.

**Action:** Motion by **Vice Mayor Martinez**, seconded by **Councilmember Vierra**, approving item **15**. Motion carried **5/0/0/0** by the following roll call vote:

Councilmember Casey	Councilmember Vierra	Councilmember Otero	Vice Mayor Martinez	Mayor Lopez
Yes	Yes	Yes	Yes	Yes

## UNFINISHED BUSINESS

None

## PUBLIC HEARING

None

## NEW BUSINESS

17. **Resolution No. 2025-151**, Ratifying the Appointment of Vanessa Portillo to the Position of Finance Director, Approving an Employment Agreement, and Authorizing the City Manager to Execute the Agreement. (*City Manager*)

City Manager, Doug Dunford, introduced the item.

Mayor Lopez asked for public comment. No one spoke. Mayor Lopez closed public comment.

Council and staff discussion included welcoming Vanessa Portillo to the City.

**Action:** Motion by **Vice Mayor Martinez**, seconded by **Councilmember Vierra**, approving item **17**. Motion carried **4/0/0/1** by the following roll call vote:

Councilmember Casey	Councilmember Vierra	Councilmember Otero	Vice Mayor Martinez	Mayor Lopez
Abstain	Yes	Yes	Yes	Yes

18. Accepting the Appointment of Councilmember Cerina Otero to the League of California Cities' Governance, Transparency, and Labor Relations Policy Committee and Providing Direction on a Related Policy. *(City Attorney)*

City Attorney, Nubia Goldstein, introduced the item.

Mayor Lopez asked for public comment. No one spoke. Mayor Lopez closed public comment.

Council and staff discussion included rules and/or policies on appointing councilmembers to committees and congratulated Councilmember Otero for being placed on the committee.

**Action:** Motion by **Vice Mayor Martinez**, seconded by **Councilmember Vierra**, approving the acceptance of the appointment of Councilmember Otero to the League of California Cities' Governance, Transparency, and Labor Relations Policy Committee. Motion carried **5/0/0/0** by the following roll call vote:

Councilmember Casey	Councilmember Vierra	Councilmember Otero	Vice Mayor Martinez	Mayor Lopez
Yes	Yes	Yes	Yes	Yes

## DISCUSSION ITEMS

None

## COUNCILMEMBER REFERRALS

Presentation to Council Before and After Large Events  
*(Requested at the dais by Councilmember Otero on December 8, 2025)*

Creation of an Ad-Hoc Committee for Christmas Tree Lane that Includes Christmas Tree Lane Residents  
*(Requested at the dais by Councilmember Otero on December 8, 2025)*

## REPORTS

- Mayor

Mayor Lopez wished everyone a Merry Christmas and Happy New Year.

- City Council

Vice Mayor Martinez thanked City staff and various individuals and organizations for their efforts related to the Christmas parade.

Councilmember Vierra spoke regarding Christmas festivities, La Posada, Caswell Kermes, Winter Festival at Sinclair Elementary, Shane Parson for hosting Thanksgiving dinner, and the Turlock Christmas parade.

Councilmember Otero thanked everyone involved in the Christmas festivities and Shane Parson for hosting Thanksgiving dinner.

Councilmember Casey wished everyone a Merry Christmas and Happy New Year.

- City Manager

City Manager, Doug Dunford, announce St. Jude Church will be having a procession on Friday, December 12, 2025.

- City Attorney

Nothing to report.

- Departments

Nothing to report.

## **CLOSED SESSION**

19. Conference with Real Property Negotiations, Cal Gov't Code §54956.8

Property: APN 127-016-014

Agency Negotiator: City Manager, Douglas D. Dunford and City Attorney, Nubia I. Goldstein

Negotiating Parties: Judicial Council of California

Under Negotiations: Price and terms of payment

Mayor Lopez introduced Closed Session.

Mayor Lopez asked for public comment. No one spoke. Mayor Lopez closed public comment.

## **REPORT FROM CLOSED SESSION**

Mayor Lopez stated direction was provided to staff.

## **ADJOURNMENT**

The next scheduled City Council Meeting will be held on January 12, 2025, at 6:00 p.m. in the City Council Chambers located in the Community Center at 2701 Fourth Street, Ceres, CA.

**DRAFT MINUTES**  
**Regular City Council Meeting**  
**December 8, 2025**  
**Page 9**

There being no further business, Mayor Lopez adjourned the meeting at 7:36 p.m.

---

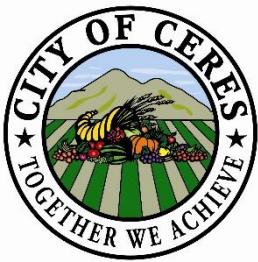
Javier Lopez, Mayor

---

Fallon Martin, City Clerk

*Consistent with Council Policy, the minutes referenced above are in **Action Format**. The complete recording of the meeting can be viewed at [http://www.ci.ceres.ca.us/agenda\\_center](http://www.ci.ceres.ca.us/agenda_center).*





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Sonia Ledezma, Deputy Finance Director  
[Sonia.Ledezma@ci.ceres.ca.us](mailto:Sonia.Ledezma@ci.ceres.ca.us), (209) 538-5770

**SUBJECT:** Register of Audited Demand(s) Dated November 19, 2025, through December 10, 2025

---

### **RECOMMENDED COUNCIL ACTION:**

City Council approve the register of audited demand(s) dated November 19, 2025, through December 10, 2025, covering obligations to be paid by general warrants in the amount of \$4,867,512.98

#### **I. BACKGROUND:**

In accordance with Section 37202 of the Government Code of the State of California this is presented here with a summary of demands against the City of Ceres covering obligations to be paid for the period ending November 19, 2025, through December 10, 2025.

Each demand has been audited and I hereby certify to their accuracy and conformance with the budget. Sufficient funds are available for payment of these demands.

I declare under penalty of perjury that the register of audited demands has been examined by me and to the best of my knowledge and belief is a true, correct and complete listing of claims audited and payable.

#### **II. REASONS FOR RECOMMENDATION:**

The Finance Department monitors payments of invoices for accountability, accuracy, and completeness. Budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval. This allows for invoices to be paid in a timely manner to establish goodwill with merchants and allows for discounts to be taken where applicable.

**III. FISCAL IMPACTS:**

The attached listing represents the cash disbursements required of normal and usual operations during the period. The disbursements are accounted for in the FY 2025-26 budget. There is a \$4,867,512.98 fiscal impact for the period of November 19, 2025 through December 10, 2025.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

N/A

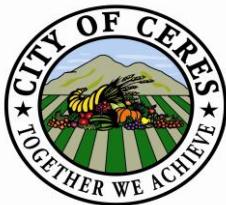
Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Warrant Register November 19, 2025, through December 10, 2025



## Voucher List

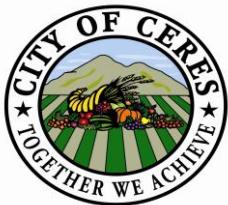
City of Ceres

ATTACHMENT A

12/15/2025

1

Date	Vendor Name	PO#	Invoice Description	Amount
11/26/25	U.S. BANK		2020 CRA TAX ALLOCATION REFUNDING BOND PAYMENT	1,478,800.00
			<b>Total:</b>	<b>1,478,800.00</b>
12/08/25	U.S. BANK		2015 CRA TAX ALLOCATION REFUNDING BOND PAYMENT	491,862.50
			<b>Total:</b>	<b>491,862.50</b>
11/25/25	AMAZON CAPITAL SERVICES, INC.		TRACK LIGHT OFFICE LOBBY REPLACEMENT	75.09
			PULL CORD	17.22
			<b>Total:</b>	<b>92.31</b>
11/25/25	ANIMAL DAMAGE MANAGEMENT INC	22600058	PEST CONTROL SERVICES FOR CITY BUILDINGS AND PARKS	6,855.00
			<b>Total:</b>	<b>6,855.00</b>
11/25/25	APPLIED TECHNOLOGY GROUP, INC.		TROUBLESHOOT NETWORK ANTENNA FOR SCADA TESTING	4,502.39
			<b>Total:</b>	<b>4,502.39</b>
11/25/25	BLACK WATER CONSULTING ENGINEERS, INC	22500145	10/01 - 10/31/2025 URBAN WATER MNGMT PLAN UPDATE	1,626.50
			<b>Total:</b>	<b>1,626.50</b>
11/25/25	BSK ASSOCIATES	22600038	10/01-10/31/25 ASSESSMENT HAZARDOUS MATERIAL/WASTE	3,667.54
			<b>Total:</b>	<b>3,667.54</b>
11/25/25	CHARTER COMMUNICATIONS		WATERWORLD INTERNET 11/1-11/30	276.95
			<b>Total:</b>	<b>276.95</b>
11/25/25	CITY OF MODESTO		COPLINK SOFTWARE	1,200.00
			<b>Total:</b>	<b>1,200.00</b>
11/25/25	CONSOLIDATED ENGINEERING, INC.	22600052	PAVEMENT PRESERVATION PRJT 2512/2513/2514	859,725.41
			<b>Total:</b>	<b>859,725.41</b>
11/25/25	COSTAR REALTY INFORMATION, INC.		11/01- 11/30/2025 COMM REAL ESTATE DATABASE	460.41
			<b>Total:</b>	<b>460.41</b>
11/25/25	DEPT OF JUSTICE ACCOUNTING OFFICE		10/01 - 10/31/25 LIVE SCANS	130.00
			<b>Total:</b>	<b>130.00</b>
11/25/25	FERGUSON US HOLDINGS, INC		P TRAP PLUMBING	105.99
			REPAIR KIT BACKFLOW @ COSTA FIELDS	125.83
			<b>Total:</b>	<b>231.82</b>



## Voucher List

City of Ceres

ATTACHMENT A

12/15/2025

2

Date	Vendor Name	PO#	Invoice Description	Amount
11/25/25	FERGUSON US HOLDINGS, INC		COMPRESSION COUPLERS STOCK	1,518.53
			<b>Total:</b>	<b>1,518.53</b>
11/25/25	GRAINGER		CLS 2 TRANSFORM FS 18	16.21
			HVAC FILTERS	47.42
			HVAC FITLERS	575.46
			<b>Total:</b>	<b>639.09</b>
11/25/25	INSTITUTE FOR ENVIRONMENTAL HEALTH INC.		WELL 41 NITRATE WATER SAMPLES ANALYSIS	444.00
			10/25 HPC WATER SAMPLES ANALYSIS	60.00
			<b>Total:</b>	<b>504.00</b>
11/25/25	MIDWEST MOTOR SUPPLY CO. INC.		WIRE CONNECTORS	84.09
			<b>Total:</b>	<b>84.09</b>
11/25/25	MICROBAC LABORATORIES, INC		DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	45.95
			DRINKING WATER QUALITY SAMPLES	45.95
			DRINKING WATER QUALITY SAMPLES	45.95
			DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	45.95
			DRINKING WATER QUALITY SAMPLES	283.50
			DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	200.20
			DRINKING WATER QUALITY SAMPLES	1,258.95
			DRINKING WATER QUALITY SAMPLES	275.00
			DRINKING WATER QUALITY SAMPLES	275.00
			<b>Total:</b>	<b>4,564.90</b>
11/25/25	MIRIAM BETH BERMANN		11/21/25 SENIOR EVENT CHAIR YOGA INSTRUCTOR	50.00
			<b>Total:</b>	<b>50.00</b>
11/25/25	ERIC SOITO		P.E. CERT RNWL REIMB FOR ERIC SOITO	180.00
			<b>Total:</b>	<b>180.00</b>



## Voucher List

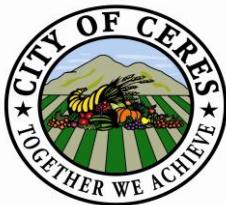
City of Ceres

**ATTACHMENT A**

**12/15/2025**

**3**

<b>Date</b>	<b>Vendor Name</b>	<b>PO#</b>	<b>Invoice Description</b>	<b>Amount</b>
11/25/25	GROVE GENERAL, INC.		PERMIT 25-09 WATER SVC APP REFUND	2,318.98
			<b>Total:</b>	<b>2,318.98</b>
11/25/25	TW ASSOCIATES, LLC		2 SENSORS/ CL2 & 2 PUMPS/ CL2	10,407.11
			<b>Total:</b>	<b>10,407.11</b>
11/25/25	MISSION LINEN SUPPLY		11/17/25 UNIFORM SERVICE WASTEWATER	70.78
			11/17/25 UNIFORM SERVICE STREETS	54.67
			11/10/25 UNIFORM SERVICE PARKS	102.82
			11/17/25 UNIFORM SERVICE FACILITIES	28.04
			<b>Total:</b>	<b>256.31</b>
11/25/25	O'REILLY AUTO PARTS		DOOR LATCH CLIPS	33.39
			OIL FOR STOCK	559.15
			<b>Total:</b>	<b>592.54</b>
11/25/25	ODP BUSINESS SOLUTIONS, LLC		DYMO LABELS AND ENVELOPES FOR EVIDENCE & PATROL	719.27
			<b>Total:</b>	<b>719.27</b>
11/25/25	PRICE FORD OF TURLOCK, INC.		DOOR LATCH FOR UNIT# 41-248-12	99.51
			DEFLECTOR FOR UNIT# 10-130-20	119.64
			DOOR CLIP	4.76
			<b>Total:</b>	<b>223.91</b>
11/25/25	MOHAMMED FAROON		FAROON P6943 9/5/26 RFND CC LRG RM CANCELED	2,674.00
			<b>Total:</b>	<b>2,674.00</b>
11/25/25	RUPINDER KAUR DHALIWAL		DHALIWAL P8768 10/9/25 RFND CC LRG RM	950.00
			<b>Total:</b>	<b>950.00</b>
11/25/25	REXEL USA, INC.		1 BREAKER FOR STREET LIGHT BULBS ON CROWS LANDING	105.42
			<b>Total:</b>	<b>105.42</b>
11/25/25	RH BORDEN AND COMPANY LLC	22500132	SEWER LINE RAPID ASSESSMENT AND INFLOW & INFILTRAT	12,058.20
			<b>Total:</b>	<b>12,058.20</b>



## Voucher List

City of Ceres

**ATTACHMENT A**

**12/15/2025**

**4**

<b>Date</b>	<b>Vendor Name</b>	<b>PO#</b>	<b>Invoice Description</b>	<b>Amount</b>
11/25/25	SAFE T LITE OF MODESTO INC		189 CANS OF USA MARKING PAINT 12 SIDEWALK TRAFFIC SIGN SURFACE MOUNT BASES 1 TRAFFIC SIGN AND SIGN POST GROOVES, CAUTION TAPE, DECALS	1,107.50 779.30 252.59 283.50
			<b>Total:</b>	<b>2,422.89</b>
11/25/25	SJVAPCD ATTN: FINANCE		25/26 PERMIT TO OPERATE GENERATOR PD #N4972	314.00
			<b>Total:</b>	<b>314.00</b>
11/25/25	JEFF C BURROWS	22500106	PUBLIC WORKS DEPARTMENT SCADA SYSTEMS INTEGRATION	5,635.00
			<b>Total:</b>	<b>5,635.00</b>
11/25/25	STANISLAUS COUNTY DEPT ENVIRONMENTAL		10/01/25- 09/30/26 COSTA CONCESSION PERMIT	725.00
			<b>Total:</b>	<b>725.00</b>
11/25/25	SWRCB ACCOUNTING OFFICE		ANNUAL MS4 STORMWATER PERMIT FEE 7/1/25-6/30/26	18,196.00
			<b>Total:</b>	<b>18,196.00</b>
11/25/25	M AND D FAMILY ENDEAVORS, INC		K9 FOOD - LORD HUFF/ONYX K9 FOOD - GALLENKAMP/FIONA	83.15 83.15
			<b>Total:</b>	<b>166.30</b>
11/25/25	VALLEY TIRE SALES, INC.		4 TIRES FLEET 4 TIRES FLEET	600.16 657.90
			<b>Total:</b>	<b>1,258.06</b>
11/25/25	WESTWOOD PROFESSIONAL SERVICES	22500034	05/04-05/31/25 MOFFETT RD REHAB PROJ AGRMNT/SWR	341.32
			<b>Total:</b>	<b>341.32</b>
11/25/25	WHITE BRENNER LLP		10/01-10/31/25 GEN MUNI LEGAL SERVICES 10/01-10/31/25 FIRE LEGAL SERVICES 10/01-10/31/25 HR LEGAL SERVICES 10/01-10/31/25 CANNABIS LEGAL SERVICES 10/01-10/31/25 COPPER TRAILS LEGAL SERVICES 10/01-10/31/25 TOW ONE LEGAL SERVICES 10/01-10/31/25 LITIGATION LEGAL SERVICES 10/01-10/31/25 CONTRACTS LEGAL SERVICES	11,221.49 756.45 945.56 10,428.14 103.94 727.54 1,351.16 2,494.44



## Voucher List

City of Ceres

ATTACHMENT A

12/15/2025

5

Date	Vendor Name	PO#	Invoice Description	Amount
11/25/25	WILLEY PRINTING CO., INC.		10/01-10/31/25 REAL ESTATE/LAND USE LEGAL SERVICES 10/01-10/31/25 MITSOPULAS LEGAL SERVICES 10/01-10/31/25 MAVERIK LEGAL SERVICES 10/01-10/31/25 RANUIO LEGAL SERVICES	311.80 557.72 11,192.94 3,741.66
			<b>Total:</b>	<b>43,832.84</b>
11/26/25	CITY NATIONAL BANK		BUSINESS CARDS: MICHAEL BELTRAN	111.63
			<b>Total:</b>	<b>111.63</b>
11/26/25	FIRE RISK MANAGEMENT SERVICES	22600034	2020 WATER REVENUE BOND 2020 WASTEWATER REVENUE BOND	44,570.10 77,270.10
			<b>Total:</b>	<b>121,840.20</b>
11/26/25	SUTTER HEALTH ALLIANCE		SPECIAL ASSESSMENT DEC 25	75,010.83
			<b>Total:</b>	<b>75,010.83</b>
12/03/25	AMAZON CAPITAL SERVICES, INC.		BILLING PERIOD: 157 - 01/01/2026 TO 01/31/2026	109,094.13
			<b>Total:</b>	<b>109,094.13</b>
12/03/25	AT&T		PENS, DAILY LOGBOOK	43.65
			<b>Total:</b>	<b>43.65</b>
12/03/25	BELKORP AG, LLC		10/12 - 11/11/2025 CALNET SVC 10/20 - 11/19/2025 CALNET	93.79 155.98
			<b>Total:</b>	<b>249.77</b>
12/03/25	BRIAN ALBONETTI		JD TRACTOR LINK END CREDIT/RETURN TRACTOR LINK END	341.22 -235.90
			<b>Total:</b>	<b>105.32</b>
12/03/25	BSK ASSOCIATES	22600029	PD BG INVESTIGATIONS	2,336.80
			<b>Total:</b>	<b>2,336.80</b>
12/03/25	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT		MATERIALS TESTING RICHLAND SIDEWALK 10/01-10/31/25 SOCIAL SECURITY ADMIN ANNUAL FEE	143.25 400.00
			<b>Total:</b>	<b>400.00</b>



# Voucher List

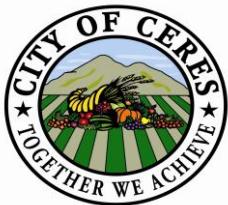
City of Ceres

ATTACHMENT A

12/15/2025

6

Date	Vendor Name	PO#	Invoice Description	Amount
12/03/25	CENTRAL VALLEY BUSINESS FORMS, INC.		CERTIFICATES FOR EE RECOGNITION	366.17
			<b>Total:</b>	<b>366.17</b>
12/03/25	CLAUDIA DUARTE		12/6/25 CHRISTMAS FESTIVAL EVENT FACE PAINTING	450.00
			<b>Total:</b>	<b>450.00</b>
12/03/25	CNA SURETY		2/3/26-2/3/27 PUBLIC OFFICIALS BOND (4)	160.00
			<b>Total:</b>	<b>160.00</b>
12/03/25	CORELOGIC SOLUTIONS, LLC		OCT 1 - OCT 31 2025 METRO SCAN OLINE ACCESS	436.92
			<b>Total:</b>	<b>436.92</b>
12/03/25	DAIOHS USA INC.		OFFICE WATER FOR PW	44.11
			OFFICE WATER-WATER DEPT.	39.76
			<b>Total:</b>	<b>83.87</b>
12/03/25	DEPT OF JUSTICE ACCOUNTING OFFICE		OCT 25 LIVESCAN	132.00
			<b>Total:</b>	<b>132.00</b>
12/03/25	EIDE BAILLY LLP	22600021	NOV 1-30 2025 ACCOUNTING CONSULTING SERVICES AUDIT	18,530.45
			<b>Total:</b>	<b>18,530.45</b>
12/03/25	GATE-OR-DOOR INC.		REPLACE RECEIVERS AND NEW REMOTES	1,636.00
			<b>Total:</b>	<b>1,636.00</b>
12/03/25	GEORGE REED, INC.		2.56 TONS OF ASPHALT FOR POTHOLE PATCHING	245.53
			<b>Total:</b>	<b>245.53</b>
12/03/25	HUNT & SONS LLC		11/1-11/15 FUEL FOR PD	5,981.02
			11/1-11/15 FUEL FOR PW	7,560.69
			<b>Total:</b>	<b>13,541.71</b>
12/03/25	IMPERIAL BAG & PAPER CO. LLC		CUSTODIAL SUPPLIES	205.43
			CUSTODIAL SUPPLIES	81.19
			<b>Total:</b>	<b>286.62</b>
12/03/25	JANA KIRCHERT		11/6-20/25 BEGIN. LINE DANCING CLASSES	361.90
			<b>Total:</b>	<b>361.90</b>



## Voucher List

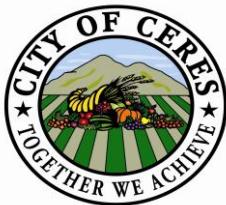
City of Ceres

ATTACHMENT A

12/15/2025

7

Date	Vendor Name	PO#	Invoice Description	Amount
12/03/25	JOCELYN E. ROLAND PH.D., ABPP, INC		PREEMPLOYMENT PSYCH OFFICER	500.00
			<b>Total:</b>	<b>500.00</b>
12/03/25	KLEINFELDER, INC	22600060	9/1-9/30/2025 - 2024 PVMNT PRESERV 2512/2513/2514	6,711.50
			<b>Total:</b>	<b>6,711.50</b>
12/03/25	KROEKER, INC.	22500112	LUCCHESI LN SWR REHAB PROJ (2516) RESO24-142 FY25	3,397.65
			<b>Total:</b>	<b>3,397.65</b>
12/03/25	MGT IMPACT SOLUTIONS, LLC		FY26 SB90 ANNUAL CLAIMS	1,625.00
			<b>Total:</b>	<b>1,625.00</b>
12/03/25	MICROBAC LABORATORIES, INC		MONTHLY ANALYSIS NOVEMBER	115.00
			<b>Total:</b>	<b>115.00</b>
12/03/25	ANGELICA HERNANDEZ		REIMBURSEMENT FOR PANEL REFRESHMENTS	17.37
			<b>Total:</b>	<b>17.37</b>
12/03/25	KEVIN GALLENKAMP		PER DIEM P.O.S.T. FTO SCHOOL 12/15-12/19/25	190.00
			<b>Total:</b>	<b>190.00</b>
12/03/25	KRANDALL VANDAGRIFF		PER DIEM P.O.S.T. FTO SCHOOL 12/15-12/19/25	190.00
			<b>Total:</b>	<b>190.00</b>
12/03/25	MISSION LINEN SUPPLY		11/24/25 MATS FOR PW ADMIN BUILDING	10.00
			11/24/25 UNIFORM SERVICE STREETS	54.67
			11/24/25 UNIFORM SERVICE FLEET	111.36
			11/24/25 UNIFORM SERVICE FACILITIES	28.04
			<b>Total:</b>	<b>204.07</b>
12/03/25	MODESTO BATTERY COMPANY & SUPPLIES, INC.		BATTERY AND BOX FOR UNIT 13-292-20	129.69
			<b>Total:</b>	<b>129.69</b>
12/03/25	O'REILLY AUTO PARTS		SPARK PLUG SPACER	9.69
			BATTERY CHARGER FOR PD BIKE	75.85
			<b>Total:</b>	<b>85.54</b>
12/03/25	OUTDOOR CREATIONS, INC.	22600063	DEDICATION PLAQUES AT PARKS	2,601.00
			<b>Total:</b>	<b>2,601.00</b>



# Voucher List

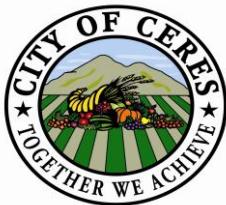
City of Ceres

ATTACHMENT A

12/15/2025

8

Date	Vendor Name	PO#	Invoice Description	Amount
12/03/25	PRESSURE WASHER CENTER INC.		DIAGNOSTIC FOR PARKS HOTSY FOR NOT WORKING	149.00
			<b>Total:</b>	<b>149.00</b>
12/03/25	POWER SERVICES, INC.		PUMP EFFICIENCY TESTING 2025	5,300.00
			<b>Total:</b>	<b>5,300.00</b>
12/03/25	QUADIENT, INC.		12/14/25 - 03/13/26 POSTAGE MTR RNTL & ONLINE MAIN	173.79
			<b>Total:</b>	<b>173.79</b>
12/03/25	RELIASTAR LIFE INSURANCE COMPANY		11/1 - 11/30/25 ACCIDENTAL/ILLNESS/HOSPITAL PREMS	1,717.88
			<b>Total:</b>	<b>1,717.88</b>
12/03/25	SCHAFFER MANUFACTURING COMPANY		GREASE & OILS TO RESTOCK WRRF SUPPLIES	958.92
			<b>Total:</b>	<b>958.92</b>
12/03/25	SHARP ELECTRONICS CORPORATION		DEC 1 - DEC 31 2025 STANDARD PYMNT 8 COPIERS 1 PR	1,219.00
			<b>Total:</b>	<b>1,219.00</b>
12/03/25	T-MOBILE USA, INC		OCT 21 - NOV 20 2025 T-MOBILE PHONE SVCS	6,325.95
			<b>Total:</b>	<b>6,325.95</b>
12/03/25	TURLOCK IRRIGATION DISTRICT		RIVER RD IMPROVEMENT DISTRICT ASSESSMENT FEE	153.72
			<b>Total:</b>	<b>153.72</b>
12/03/25	TYLER BUSINESS FORMS		1099 NEC FORMS	223.84
			<b>Total:</b>	<b>223.84</b>
12/03/25	USIC HOLDINGS INC	22600062	10/20/25 - STBGP WHITMORE-CROWS LANDING TO MORGAN	4,812.00
			<b>Total:</b>	<b>4,812.00</b>
12/03/25	VALLEY TIRE SALES, INC.		2 TIRES UNIT# 30-266-21	562.88
			<b>Total:</b>	<b>562.88</b>
12/03/25	VAN DERMYDEN MAKUS LAW CORPORATION		PD INVESTIGATIONS	15.00
			<b>Total:</b>	<b>15.00</b>
12/03/25	WESTWOOD PROFESSIONAL SERVICES	22500043	CENTRAL & HACKETT CORRIDOR PED SAFETY ARGMENT (081)	20,190.91
			<b>Total:</b>	<b>20,190.91</b>
12/03/25	WILLEY PRINTING CO., INC.		1500 CT. UB DOOR HANGERS	440.00
			<b>Total:</b>	<b>440.00</b>



## Voucher List

City of Ceres

ATTACHMENT A

12/15/2025

9

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	1ST SECURITY & SOUND, INC	22600002	FIRE AND SECURITY ALARM SERVICES@MUSEUM & WHITMORE	105.00
			CLEAN SMOKE DETECTORS FOR FIRE ALARM(SERVICE CALL)	750.00
		22600002	FIRE AND SECURITY ALARM SERVICES@ RIVERBLUFF PARK	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ ROCKEFELLER	89.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ PARKS YARD	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ WHITMORE MANSION	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ LEGION HALL	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ COSTA FIELDS	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ COMMUNITY CENTER	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@ PW YARD	49.95
			<b>Total:</b>	<b>1,294.60</b>
12/10/25	209 MULTIMEDIA CORPORATION		LEGAL AD: ZOTA CANNABIS CC #11-2	184.00
			LEGAL AD: PC VACANCY #11-6	230.00
			LEGAL AD: CC#11-11 2436 E WHITMORE AVE	115.00
			<b>Total:</b>	<b>529.00</b>
12/10/25	A & J WORKS INC.		REBUILT STORM DRAIN PUMP @ 10TH AND MAGNOLIA	2,528.97
			<b>Total:</b>	<b>2,528.97</b>
12/10/25	ACCORD SYSTEMS, LLC		NOV 25 ACA REPORTING FEE	484.64
			<b>Total:</b>	<b>484.64</b>
12/10/25	ADVANCED TECHNOLOGY DISTRIBUTORS, INC		12/1-12/31/25 SCADA SYSTEM MONTHLY MONITORING	100.00
			<b>Total:</b>	<b>100.00</b>
12/10/25	AL'S CERTIFIED SAFE & LOCK		DOOR LOCK	171.31
			<b>Total:</b>	<b>171.31</b>
12/10/25	ALPINE PROTECTIVE SOLUTIONS LLC	22600001	CITY SECURITY SERVICES FOR EIGHT PARKS	4,620.00
			<b>Total:</b>	<b>4,620.00</b>

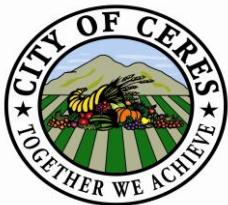


## Voucher List

City of Ceres

ATTACHMENT A  
12/15/2025  
10

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	AMAZON CAPITAL SERVICES, INC.		WEED TRIMMER LINE & CUTTERS	47.62
			DRILL PRESS GUARD	56.84
			KEY FOB BATTERY	12.13
			BOOTS FOR MICHAEL GAMEZ	220.80
			<b>Total:</b>	<b>337.39</b>
12/10/25	AT&T		10/20 - 11/19/2025 CALNET SVC	64.04
			10/20 - 11/19/2025 CALNET SVC	32.44
			10/20 - 11/19/2025 CALNET SVC	33.48
			10/20 - 11/19/2025 ATT T-1 LINE	162.66
			10/20 - 11/19/2025 CALNET SVC	498.03
			10/24 - 11/23/2025 CALNET SVCS	32.49
			10/20 - 11/19/2025 CALNET SVC	32.44
			10/20 - 11/19/2025 CALNET SVC	65.29
			10/20 - 11/19/2025 CALNET SVC	63.33
			10/20 - 11/19/2025 CALNET SVC	42.29
			10/20 - 11/19/2025 CALNET SVC	159.03
			10/20 - 11/19/2025 CALNET SVC	125.09
			10/20 - 11/19/2025 CALNET SVCS	377.22
			10/20 - 11/19/2025 CALNET SVCS	214.66
			10/20 - 11/19/2025 CALNET SVC	155.40
			CLETS LINE - OCTOBER 13 - NOVEMBER 12, 2025	294.31
			<b>Total:</b>	<b>2,352.20</b>
12/10/25	AT&T MOBILITY		10/24 - 11/23/2025 MODEMS FOR PD/FIRE VEHICLES	87.36
			<b>Total:</b>	<b>87.36</b>
12/10/25	ATCO MANUFACTURING CO.		FIRST AID KITS & REFILLS FOR PARKS DEPT.	937.79
			<b>Total:</b>	<b>937.79</b>
12/10/25	AXON ENTERPRISE, INC.	22600007	BODY WORN CAMERA MAINTENANCE	85,157.19
			<b>Total:</b>	<b>85,157.19</b>



## Voucher List

City of Ceres

ATTACHMENT A

12/15/2025

11

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	AZCO SUPPLY, INC.	22600047	TRAFFIC SIGNAL SWITCHES TIMING OPT PROJ(2414)AZCO	114,414.74
			<b>Total:</b>	<b>114,414.74</b>
12/10/25	BONANDER TRUCK & TRAILER INC.		TIRE SENSOR FOR UNIT 73-165-15	165.48
			<b>Total:</b>	<b>165.48</b>
12/10/25	BRIGHTVIEW LANDSCAPE SERVICES, INC	22600008	NOV 2025 LANDSCAPE SERVICES FOR CITY PARKS	23,744.00
			<b>Total:</b>	<b>23,744.00</b>
12/10/25	BSK ASSOCIATES		WATER QUALITY SAMPLES	885.00
			<b>Total:</b>	<b>885.00</b>
12/10/25	PARDY BOUNTHAVONG		A/C UNIT @ WWTP	8,658.75
			ICE MACHINE COSTA BALL FIELDS	13,000.00
			<b>Total:</b>	<b>21,658.75</b>
12/10/25	CALIFORNIA LANDSCAPE SUPPLY, INC.		FIBER FOR PLAYGROUND	28.72
			FIBER FOR PLAYGROUND	28.61
			FILL DIRT @ 7TH ST LEAK SERVICE REPLACEMENT	77.38
			<b>Total:</b>	<b>134.71</b>
12/10/25	CAR WASH PARTNERS, INC.		11/01 - 11/30/25 CAR WASHES FOR PW	160.00
			11/01 - 11/30/25 CAR WASHES FOR PD	280.00
			<b>Total:</b>	<b>440.00</b>
12/10/25	CERES BODY SHOP, INC		TOW FOR UNIT 234	55.00
			<b>Total:</b>	<b>55.00</b>
12/10/25	CHARTER COMMUNICATIONS		12/4-1/3/25 INTERNET FOR SCADA WW	380.00
			<b>Total:</b>	<b>380.00</b>
12/10/25	CHOICE ELECTRIC, INC		LIGHT/DRIVER FOR FLEET	304.69
			<b>Total:</b>	<b>304.69</b>
12/10/25	CITY OF MODESTO	22600030	DEC 25 CERES FIRE SRVS CONTRACT	669,331.58
			<b>Total:</b>	<b>669,331.58</b>
12/10/25	CITY OF MODESTO		10/27 - 11/24/2025 WTR SVCS F/S 2	89.55
			<b>Total:</b>	<b>89.55</b>



# Voucher List

City of Ceres

**ATTACHMENT A**  
**12/15/2025**  
**12**

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	CITY OF MODESTO		09/30-10/31/25 NORTH CERES SEWER SRVCS FY25/26 HOS	146,007.58
			<b>Total:</b>	<b>146,007.58</b>
12/10/25	CONCEPT AUTOBODY		BIOHAZARD CLEANUP AND DETAILING - UNIT 104	345.00
			FULL DETAILING - UNIT 112	350.00
			<b>Total:</b>	<b>695.00</b>
12/10/25	CONDIT, GARY MATTHEW		PLANNING COMMISSION STIPEND DEC 2025	80.00
			<b>Total:</b>	<b>80.00</b>
12/10/25	CORE & MAIN LP		METER BRASS FITTINGS	1,613.99
			<b>Total:</b>	<b>1,613.99</b>
12/10/25	CRITICAL REACH, INC.		2026 APBNET ANNUAL SUPPORT FEE	855.00
			<b>Total:</b>	<b>855.00</b>
12/10/25	D.A. WOOD CONSTRUCTION, INC.	22600040	11/20/25-PRKSID ESTATE,WOODACRES/6TH ST WTR MAIN	36,955.00
			<b>Total:</b>	<b>36,955.00</b>
12/10/25	DAVE BANG ASSOCIATES, INC. OF CALIFORNIA		SAM RYNO PARK PLAYGROUND REPAIRS	2,499.20
			<b>Total:</b>	<b>2,499.20</b>
12/10/25	DAVID LANGLEY INC.	22600059	DECEMBER 25 JANITORIAL SVCS COMM CNTR	5,780.33
			<b>Total:</b>	<b>5,780.33</b>
12/10/25	DOKKEN ENGINEERING	22600026	DESIGN SVCS SERVICE/MITCHELL INTER 08/01-08/31/25	2,363.12
		22600026	DESIGN SVCS SERVICE/MITCHELL INTER 09/01-09/30/25	5,554.74
		22500024	CROWS LANDING RD REHAB PROJ RESO#2024-121 - FY24/2	22,540.00
			<b>Total:</b>	<b>30,457.86</b>
12/10/25	DORIS DAKIN PEREZ		PLANNING COMMISSION STIPEND DEC2025	80.00
			<b>Total:</b>	<b>80.00</b>
12/10/25	ELEVATOR TECHNOLOGY, INC.		ELEVATOR SERVICE PD PREVENTATIVE MAINTENANCE	135.00
			<b>Total:</b>	<b>135.00</b>
12/10/25	FEDERAL EXPRESS		SHIPPING FEE FOR DISPATCH TESTING	45.76
			<b>Total:</b>	<b>45.76</b>



## Voucher List

City of Ceres

ATTACHMENT A

12/15/2025

13

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	FERGUSON US HOLDINGS, INC		5 MECHANICAL SEWER PIPE COUPLERS FOR REPAIR& STOCK	1,926.66
			SAND SEPARATOR UNIT ROEDING WELL	10,203.51
			1" COUPLERS FOR STOCK	1,930.55
			BINDER CHAIN ASSEMBLY-HOLDS PIPE TO BE CUT	371.45
			¾ WATER METER COUPLER	891.98
			HYDRANT/ STOCK YARD	25,847.44
			HYDRANT RETURNED FORM STOCK YARD	-25,847.44
			<b>Total:</b>	<b>15,324.15</b>
12/10/25	FERGUSON US HOLDINGS, INC		CUTTER FOR ONCALL TRUCKS	689.46
			<b>Total:</b>	<b>689.46</b>
12/10/25	FORD MOTOR COMPANY		P.D TELEMATICS	126.00
			<b>Total:</b>	<b>126.00</b>
12/10/25	FIRE RISK MANAGEMENT SERVICES	22600034	SPECIAL ASSESSMENT JAN 26	75,010.83
			<b>Total:</b>	<b>75,010.83</b>
12/10/25	GRAINGER		GATE REMOTES	65.71
			ROOT PRUNER STAND BY TRUCKS	371.43
			<b>Total:</b>	<b>437.14</b>
12/10/25	GROVER LANDSCAPE SERVICES, INC	22600018	NOV 2025 LANDSCAPE SVCS FOR DOWNTOWN BUSINESS	1,820.00
			<b>Total:</b>	<b>1,820.00</b>
12/10/25	HAO VAN LE		MONTHLY EFFLUENT 11/1-11/30/25	130.00
			<b>Total:</b>	<b>130.00</b>
12/10/25	HD SUPPLY, INC		REPAIR CLAMP @ EVANS MAIN LEAK REPAIR	370.03
			<b>Total:</b>	<b>370.03</b>
12/10/25	VALLEY FARM SUPPLY STORES, INC		STIHL WEEDEATER REPAIR & PARTS	75.15
			STIHL WEEDEATER REPAIR & PARTS	368.25
			<b>Total:</b>	<b>443.40</b>
12/10/25	HUNT & SONS LLC		11/16-11/30/25 FUEL FOR PW	6,510.39
			11/16-11/30/25 FUEL FOR PD	5,581.72
			<b>Total:</b>	<b>12,092.11</b>

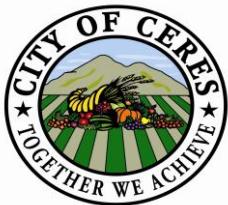


## Voucher List

City of Ceres

**ATTACHMENT A**  
**12/15/2025**  
**14**

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	IMPERIAL BAG & PAPER CO. LLC		CUSTODIAL SUPPLIES	1,362.17
			<b>Total:</b>	<b>1,362.17</b>
12/10/25	JAMMU, RULDIP		PLANNING COMMISSION STIPEND DEC25	80.00
			<b>Total:</b>	<b>80.00</b>
12/10/25	JOHNSON, DAVID J.		PLANNING COMMISSION STIPEND DEC 2025	80.00
			<b>Total:</b>	<b>80.00</b>
12/10/25	K & D ENTERPRISES INC.		13.14 TONS OF ROAD BASE	185.13
			9.19 TONS OF ROAD BASE	129.48
			14.4 TONS OF ROAD BASE	202.88
			ROAD BASE FOR YARD STOCK	37.93
			<b>Total:</b>	<b>555.42</b>
12/10/25	KLEINFELDER, INC	22600043	11/1-11/30/25 - RICHLAND RECON GEO SVCS AGRMNT#5	2,515.89
			<b>Total:</b>	<b>2,515.89</b>
12/10/25	M&G-4 13 INC.		12/12/25 SENIOR UGLY SWEATER EVENT FOOD	1,293.24
			<b>Total:</b>	<b>1,293.24</b>
12/10/25	MAYALL HURLEY, P.C.		ADMIN CITE APPEAL HEARING 07/26 & 07/27/2023	1,175.00
			ADMIN CITE APPEAL HEARING 03/18/2024	675.00
			ADMIN CITE APPEAL HEARING 01/16/2025	225.00
			ADMIN CITE APPEAL HEARING 07/22 & 07/23/2025	512.50
			ADMIN CITE APPEAL HEARING 09/03 & 09/04/2025	475.00
			ADMIN CITE APPEAL HEARING 10/27 & 10/29/2025	550.00
			ADMIN CITE APPEAL HEARING 11/01 - 11/02/2022	325.00
			ADMIN CITE APPEAL HEARING 09/15/25 & 09/18/2023	700.00
			<b>Total:</b>	<b>4,637.50</b>
12/10/25	MICROBAC LABORATORIES, INC		DRINKING WATER QUALITY SAMPLES	1,631.10
			DRINKING WATER QUALITY SAMPLES	868.10
			DRINKING WATER QUALITY SAMPLES	49.10
			DRINKING WATER QUALITY SAMPLES	1,258.95
			DRINKING WATER QUALITY SAMPLES	66.00

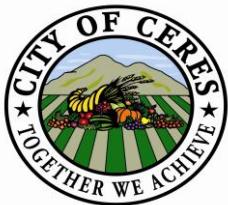


## Voucher List

City of Ceres

**ATTACHMENT A**  
**12/15/2025**  
**15**

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	JOHN CASUGA		DRINKING WATER QUALITY SAMPLES	1,624.80
			DRINKING WATER QUALITY SAMPLES	44.10
			DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	49.10
			DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	49.10
			DRINKING WATER QUALITY SAMPLES	990.00
			DRINKING WATER QUALITY SAMPLES	36.50
			DRINKING WATER QUALITY SAMPLES	49.10
			DRINKING WATER QUALITY SAMPLES	472.50
			DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	45.95
			DRINKING WATER QUALITY SAMPLES	1,258.95
			DRINKING WATER QUALITY SAMPLES	47.25
			DRINKING WATER QUALITY SAMPLES	45.95
			DRINKING WATER QUALITY SAMPLES	1,817.55
			DRINKING WATER QUALITY SAMPLES	1,732.90
			<b>Total:</b>	<b>14,225.45</b>
12/10/25	JOHN CASUGA		TOILET REBATE #174	75.00
			TOILET REBATE #175	75.00
			<b>Total:</b>	<b>0.00</b>
12/10/25	RAY DAVIS		BOOT ALLOWANCE REIMBURSEMENT	205.86
			<b>Total:</b>	<b>205.86</b>
12/10/25	TRENTON JOHNSON		PER DIEM TRAINING WORKSHOP 01/07-01/09/2026	186.00
			<b>Total:</b>	<b>186.00</b>
12/10/25	MISSION LINEN SUPPLY		12/1/25 MATS FOR PW ADMIN BUILDING	10.00
			12/8/25 MATS FOR PW ADMIN BUILDING	10.00
			12/8/25 8 CASES OF NITRILE GLOVES	1,033.81
			12/8/25 UNIFORM SERVICE WASTEWATER	72.03

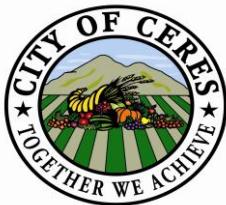


## Voucher List

City of Ceres

**ATTACHMENT A**  
**12/15/2025**  
**16**

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	MODESTO BATTERY COMPANY & SUPPLIES, INC.		12/01/25 UNIFORM SERVICE WASTEWATER 11/24/25 UNIFORM SERVICE WASTEWATER 12/01/25 UNIFORM SERVICE STREETS 12/8/25 UNIFORM SERVICE STREETS 12/01/25 UNIFORM SERVICE PARKS 11/24/25 UNIFORM SERVICE PARKS 12/1/25 RUBBER GLOVES FLEET 12/1/25 UNIFORM SERVICE FLEET 12/8/25 UNIFORM SERVICE FLEET 12/1/25 UNIFORM SERVICE FACILITIES 12/8/25 UNIFORM SERVICE PARKS 12/1/25 UNIFORM SERVICE WTR/WTR CONSERVATION 11/24/25 UNIFORM SERVICE WTR/WTR CONSERVATION 12/8/25 UNIFORM SERVICE WTR/WTR CONSERVATION	126.87 115.56 51.43 51.43 113.32 203.66 89.50 38.73 31.73 76.54 54.32 245.37 118.18 125.34
			<b>Total:</b>	<b>2,567.82</b>
12/10/25	MODESTO COLOR CENTER		ALARM BATTERIES	92.32
			<b>Total:</b>	<b>92.32</b>
12/10/25	MOTOR PARTS DISTRIBUTORS INC		100 COUNT OF GRAFFITI WIPES 5 GAL OF PAINT TO COVER GRAFFITI & 5 ROLLER COVERS	21.76 191.97
			<b>Total:</b>	<b>213.73</b>
12/10/25	MOTOROLA SOLUTIONS, INC	22600006	VALVE COR, COOLING FAN, BULBS, FILTERS, WIPERS, BRK PAD	1,117.88
			<b>Total:</b>	<b>1,117.88</b>
12/10/25	NDN INTERNATIONAL		MOTOROLA RADIO MAINTENANCE 1/1/26 - 1/31/26 LPR COMMERCIAL SERVICE - 12/1/25-11/30/26 PORTABLE RADIO MICS AND SUPPLIES	1,407.63 8,110.00 1,966.68
			<b>Total:</b>	<b>11,484.31</b>
12/10/25			NEW HIRE UNIFORM - Houser NEW HIRE LEATHER GEAR	639.68 458.89
			<b>Total:</b>	<b>1,098.57</b>



## Voucher List

City of Ceres

ATTACHMENT A

12/15/2025

17

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	NORTHSTAR CHEMICAL		CL2 @ WELL # 22	788.65
			CL2 @ WELL #27	765.29
			<b>Total:</b>	<b>1,553.94</b>
12/10/25	O'REILLY AUTO PARTS		BATTERY FOR UNIT 40-232-23	239.33
			<b>Total:</b>	<b>239.33</b>
12/10/25	OSBORNE LAW OFFICE, PC		INVESTIGATION FEES OCT 27 - NOV 30, 2025	5,400.00
			<b>Total:</b>	<b>5,400.00</b>
12/10/25	PACIFIC GAS & ELECTRIC		NOV 2025 PG&E SRVCS VARIOUS LOCATIONS	3,376.38
			10/31-12/02/2025 PG&E SRVCS 3101 FOWLER RD	261.36
			<b>Total:</b>	<b>3,637.74</b>
12/10/25	PACIFIC STORAGE COMPANY		PD SHREDDING - DECEMBER 1-31, 2025	135.00
			<b>Total:</b>	<b>135.00</b>
12/10/25	PARADIGM CONSTRUCTION MGMT, INC	22500102	WASTEWATER TREATMENT PLANT ADMIN BUILDING UPGRADE	19,349.71
			<b>Total:</b>	<b>19,349.71</b>
12/10/25	PORAC LEGAL DEFENSE FUND		RESERVE OFFICE LEGAL DEFENSE FEES - JAN-MARCH 2026	96.00
			<b>Total:</b>	<b>96.00</b>
12/10/25	PORAC-PEACE OFFICERS RESEARCH ASSOC		RESERVE OFFICERS DUES - JAN-MARCH 2026	48.00
			<b>Total:</b>	<b>48.00</b>
12/10/25	PV BUSINESS SOLUTIONS, INC.		2026 OSHA COMPLIANCE BOOK	298.50
			<b>Total:</b>	<b>298.50</b>
12/10/25	PYRO COMBUSTION OF CALIFORNIA, INC		ANNUAL SERVICE OR BOILER FY 25/26	3,240.00
			INSTALL AIR VENTS FOR BOILER	1,645.91
			<b>Total:</b>	<b>4,885.91</b>
12/10/25	RECOLOGY BLOSSOM VALLEY ORGANICS		SB1383 LOCAL ASSISTANCE GRANT COMPOST PROCUREMENT	1,238.51
			SB1383 LOCAL ASSISTANCE GRANT COMPOST PROCUREMENT	471.45
			<b>Total:</b>	<b>1,709.96</b>
12/10/25	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP		DESIGN & CONSTRUCTION DOCS @ ROCKEFELLER MAY 2024	1,425.00
			DESIGN & CONSTRUCTION DOCS @ ROCKEFELLER MAY 2025	1,425.00
			<b>Total:</b>	<b>2,850.00</b>



## Voucher List

City of Ceres

**ATTACHMENT A**  
**12/15/2025**  
**18**

Date	Vendor Name	PO#	Invoice Description	Amount
12/10/25	REXEL USA, INC.	22600064	TRAFFIC SIGNAL CONDUIT DESIGN WHITMORE-CROWS LANDI <b>Total:</b>	783.31 <b>783.31</b>
12/10/25	SAFE T LITE OF MODESTO INC		USA MARKING PAINT PAVEMENT/SIDEWALK MARKING PAINT 250 NO PARKING SIGNS FOR XMAS EVENT & WHT PAINT 100FT OF 5/8 BINDING FOR INSTALLING TRAFFIC SIGNS	134.91 779.53 199.60 96.12
12/10/25	SHANE PARSON		<b>Total:</b> WASTEWATER HATS	<b>1,210.16</b> 355.06
12/10/25	SITEONE LANDSCAPE SUPPLY, LLC		<b>Total:</b> ROW IRRIGATION FOR PARKS	<b>355.06</b> 1,375.62
12/10/25	JEFF C BURROWS	22500106	<b>Total:</b> PUBLIC WORKS DEPARTMENT SCADA SYSTEMS INTEGRATION	<b>1,350.35</b> 2,817.50
12/10/25	STANISLAUS COUNTY	22600051	<b>Total:</b> ACCELA CLOUD YEAR 2 STANISLAUS COUNTY PLAN CHECK SVCS AUG 2025	<b>2,817.50</b> 15,939.00 4,105.30
		22600051	STANISLAUS COUNTY INSPECTION SERVICES AUG 2025	5,445.11
		22600051	STANISLAUS COUNTY PLAN CHECK SERVICES SEP 2025	1,934.70
		22600051	STANISLAUS COUNTY INSPECTION SERVICES SEP 2025	5,260.53
		22600051	STANISLAUS COUNTY PLAN CHECK SERVICES OCT 2025	6,562.53
		22600051	STANISLAUS COUNTY INSPECTION SERVICES OCT 2025	8,767.55
12/10/25	SUMEET SINGH		<b>Total:</b> PUSH BUMPER FOR UNIT 10-228-20 BUMPER GUARD FOR UNIT 10-228-20	<b>48,014.72</b> 807.39 585.23
12/10/25	SWRCB ACCOUNTING OFFICE		<b>Total:</b> WW TREATMENT PLANT PERMIT 07/01/25-06/30/26 ANNUAL SYSTEM OPERATING PERMIT 7/1/25-6/30/26	<b>1,392.62</b> 28,205.00 3,945.00
12/10/25	SWRCB-DWOCP		<b>Total:</b> E. EDMONDSON D3 CERTIFICATION RENEWAL	<b>32,150.00</b> 90.00
			<b>Total:</b>	<b>90.00</b>



## Voucher List

City of Ceres

**ATTACHMENT A**  
**12/15/2025**  
**19**

<b>Date</b>	<b>Vendor Name</b>	<b>PO#</b>	<b>Invoice Description</b>	<b>Amount</b>
12/10/25	THE LEW EDWARDS GROUP	22600066	11/1-11/30/25 PLANNING, COMMUNICATION & ENGAGEMENT	6,750.00
		22600066	8/1-8/31/25 PLANNING, COMMUNICATION & ENGAGEMENT	6,750.00
		22600066	9/1-9/22/25 PLANNING, COMMUNICATION & ENGAGEMENT	4,950.00
			<b>Total:</b>	<b>18,450.00</b>
12/10/25	TOP DOG POLICE K9 TRAINING AND CONSULTING		K9 TRAINING - 11/4/25 & 11/18/25	720.00
			<b>Total:</b>	<b>720.00</b>
12/10/25	U.S. BANK VISA		NOV 25 VISAS	41,019.98
			<b>Total:</b>	<b>41,019.98</b>
12/10/25	UNITED SITE SERVICES		RANGE TOILET RENTAL - 11/1/25-11/30/25	279.69
			<b>Total:</b>	<b>279.69</b>
12/10/25	WEST COAST ARBORISTS, INC.	22500055	GRID PRUNE PROGRAM 11/01 - 11/15/2025	575.00
		22600000	TREE MAINT AND REMOVAL PROGRAM 10/16 - 10/31/25	2,695.00
			<b>Total:</b>	<b>3,270.00</b>
12/10/25	WOOD RODGERS, INC.		8/1 - 8/31 PRJ 8878001 COPPER TRAILS MASTER PLAN	7,942.50
			<b>Total:</b>	<b>7,942.50</b>
<b>Vouchers in this report</b>				<b>Total vouchers: 4,867,512.98</b>

**Vendor:** US BANK VISA

**Check Date:** 12/10/2025

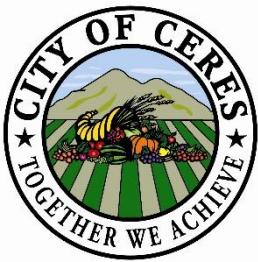
**Invoice No.:** Nov-25

**Invoice Description:** NOV 25 VISAS

CARD HOLDER	CHARGE DESCRIPTION	TOTAL
HANK UNRUH	CWEA MEMBERSHIP RENEWAL, REDHEAD SIGN ANCHORS, FUEL CAN LABELS, SCREWDRIVER BITS, IMPACT SOCKETS, COMM CTR BANNER HANGER, IPHONE CASE, SCREEN PROTECTOR	409.58
MARK ANDERSON	(5) DOCUMENT SCANNERS, MONITOR CABLE, DOCUMENT SCANNER	2,750.62
BRYAN N FERREIRA	E-CITE ZEBRA PRINTER REPAIR, UAV TRASMITTER RETURN AND REFUND,	307.62
AMERICO R CASTANEDA	10LBS OF SAKRETE FAST SETTING PATCHER, GREASE GUN, SHELVING FOR STORAGE @CITY HALL, SMALL TOOLS, CLOCK FOR C.H, CUSTODIAL EQUIPMENT, DOOR STOPPERS, RETURNED SAKRETE FORM 10/22/25, TILE FOR FLOORING, LIGHT BAR, EYE SHIELDS FOR SHOP EQUIPTMENT	715.86
DIRK NIEUWENHUIS	CLOUD STORAGE FOR PR/SOCIAL MEDIA TEAM, DEPARTMENT STORES, WATER FOR ACTIVE SHOTTER TRAINING	85.40
TONI CORDELL	MONTHLY CERES COURIER SUBSCRIPTION	5.00
JOSEPH CHAVEZ	MILITARY BANNERS DONATION FROM J.CASEY, 12/6/25 CITY CHRISTMAS EVENT SUPPLIES, 12/11/25 CITY CHRISTMAS EMPLOYEE LUNCHEON SUPPLIES, 12/6/25 CITY CHRISTMAS EVENT SUPPLIES, 12/6/25 CITY (2) SHIPPING OF RENTAL EQUIPMENT, RYOBI EDGER BLADES & DEGREASER SOAP, TARP, STRETCH WRAP, TAPE	2,588.24
AARON R OJEDA-MORENO	GUN, BRACKETS, MASONRY ANCHOR BITS, RETURNED ANCHOR BITS	518.28
FALLON MARTIN	WATER & SNACKS FOR COUNCIL MEETINGS, CALENDARS FOR 2026 ELECTION, PUBLIC NOTICES (396657, 404371, 404551), PUBLIC HEARING NOTICE (COMM DEV), PUBLIC NOTICES (INVOICE 405978, 405979, 406493), CM/CEO MONTHLY LUNCH MEETING	1,347.86
MATTHEW SCOTT	REPLACEMENT EXTENSION POLE & FITTING, ANNUAL SAFETY BOOTS FOR MATT	179.77
ANGELICA HERNANDEZ	OFFICE SUPPLIES, EE RECOGNITION SIGN HOLDERS, RAFFLE GIFTS FOR HOLIDAY PARTY, ORAL PANEL LUNCH, HOTEL FOR CALPELRA NOV 18-21,2025	2,940.02
ABRAHAM OCHOA JR	COSTA FIELDS/ FLEX SEAL, FACILITIES MAINTENANCE/ DOUBLE LOOP CHAIN, FS 19/ PLUMBERS PUTTY	79.72
JOSHUA CASAS	FUEL FOR POOL TRUCK DURING TRAINING, DISTRIBRUTION TRAINING AND MAINTENANCE AND CONSTRUCTION EXPO- MIKE AND ARMANDO, FUEL FOR VEH #1829322 - 11/10 (HUNT AND SONS PUMPS WERE DOWN), FIRST AID KITS FOR WATER TRUCKS-12, 2 RADIOS AND 2 SWITCHES FOR WELL 38 & 28	1,966.89
JESSICA PULLIAM	10/25/25 COOKING CLASS SUPPLIES, ENVIRON. RES. 11/8/25 MUSIC FEST TFF, ENVIRON. RES. 11/16/25 HOLIDAY MARKET TFF, 12/6/25 CITY CHRISTMAS EVENT DECORATIONS	2,807.27
MARCY PEDERSON	SUPPLIES FOR CITY HOLIDAY PARTY, CAPE MEMBERSHIP - M.TEJEDA, OPEN SOURCE PLATFORM FOR INVESTIGATIONS, SMALL ZIPLOCK BAGGIES FOR PROPERTY AND EVIDENCE, BIOHAZARD STICKERS FOR PROPERTY AND EVIDENCE, KEYBOARD FOR CHIEF'S ASSISTANT, MEDIUM AND LARGE ZIPLOCK	1,078.31

ELLEN EDMONDSON	TAR PATCH FOR STEEL MAIN BATTERIES FOR LLINE TRACER, TRAINING COURSE FOR JOSEPH F., REPLACED IPAD SCREEN / JOSEPH F., CLASSROOM TRAINING FOR MIKE E., REPLACED IPAD SCREEN FOR MIGUEL, SMALL TOOLS FIRE EXTINGUISHER SIGNS FOR CITY HALL, ANNEX, PD, CLEANING SUPPLIES FOR PD, FIRE EXTINGUISHER SIGNS, BREAKER, WWTP, BREAKER AT CITY HALL, POLISHING PADS @ PD, CEILING TILES PD	972.55
JOHNNY CARRILLO	LOCKS FOR EASEMENT GATES, PARKING CHARGE, PAPA 2026 & 2027 MEMBERSHIP (2 YRS) & CEU COURSES FEB 4 2026, APR 23 2026, DEC 9, STUD FINDER, ZIP TIES & TIE DOWN STRAPS	455.88
SHAWN W HESS	SENIOR COUNTY EVENTS, COUNTY SENIOR EVENT SUPPLIES, COUNTY SENIOR EVENT DRINKS, OFFICE SUPPLIES TAX, RECREATION SUPPLIES - ARTS AND CRAFTS, RECREATION SUPPLIES - SENIOR PROGRAMMING AND EVENTS, SENIOR RECREATION AND EVENT SUPPLIES, RECREATION SUPPLIES - C	652.49
CRYSTEL AGUILAR	3 TARPS FOR OUTSIDE EQUIPMENT, CLAMP ON PALLET FORKS FOR MOVING TABLES, ELECTRICAL PANEL AIR FILTERS FOR SCADA, RIVETS FOR AIR FILTER INSTALLATION SCADA, CONCRETE FOR BALLARD'S INSTALLATION	918.36
ROBERT HERRINGTON	RIVER BLUFF	544.19
SONIA LEDEZMA	INK ROLLERS FOR CALCULATORS, WRITING NOTE PADS, MAILING ITEMS, CSMFO CENTRAL VALLEY CHAPTER MEETING 11/20/2025, AIR DUSTERS (6) PACK, LENS/COMPUTER/ SCREEN WIPES BOX OF 600, COMMAND WALL CLIPS, BROOM FOR CITY HALL LOBBY, LYSOL WIPES/ KLENEX BOXES	250.27
TRENTON JOHNSON	NAME PLATES FOR DISPATCH LOCKERS	121.50
KHRISNA STITZELL	10/25/25 COOKING CLASS SUPPLIES, 10/28/25 HALLOWEEN EAC SUPPLIES, 11/15/25 COOKING CLASS SUPPLIES, OFFICE SUPPLIES	179.51
MICHAEL BELTRAN	INK RETURNED, LCC CONFERENCE- 02/25 TO 02/27 REGISTRATION	635.25
SCOTT KEYS	CABLE CLIP, CLEAN TRUCK SERVICE FEE, CLEAN TRUCK CHECK FEE, PVC PIPE FOR STREET SWEEPER	302.21
JONATHAN FREDERICK	AXIS VIDEO ENCODER FOR COMM. CENTER CAMERAS, CAPACITORS TO ATTEMPT REPAIR TO COMM. PELCO DVR, POWER CONNECTORS FOR COMM. CENTER VIDEO ENCODER, MILESTONE XPROTECT ESSENTIAL SOFTWARE LICENSE FOR COMM. CENTER CAMERAS 8 CHANNELS, PELCO COAXITRON PTZ TRANSLATOR FOR COMM. CENTER CAMERAS	474.90
TRAVIS HUDSON	JUMPER PACKS FOR CODE ENFORCEMENT VEHICLES, AI RECORDING DEVICES USED FOR DETECTIVE INTERVIEWS, JACKETS FOR DETECTIVES, REFUND ON PURCHASE	1,699.55
BOBBY TITUS	PORTFOLIO/ PENS/PACK OF PAPER, RELAY SOCKET WELL #22, HOLIDAY INN BOBBY & JOSH ROOM, ASPHALT EZ STREET, HMI TOUCH SCREEN WELL # 27	2,457.60
SHAWN WALKER	CWE ASSOCIATION MEMBERSHIP RENEWAL, ELECTRICAL OVERLOAD FOR STORM LIFTSTATION MOONVIEW PUMP 1, TOOLS FOR STREETS SERVICE TRUCK, SAND BAGS FOR STORM SEASON, HYDRANT COVER @ MOFFET SHOPPING CENTER LIFTSTATION	1,748.51
JOHN BANTA	APC BACK-UPS PRO BATTERY FOR WASTE WATER, BROTHER MFC-L3720CDW REPLACEMENT FOR STREETS	704.41
JULIAN AGUIRRE	YELLOW COPY PAPER / INK / BUILDING COPIER	346.75
REBECCA JOHNSON	LENS CLEANING WIPES	32.50

	LIFT STATION PRESSURE TRANSDUCER X3, WASTEWATER MANUAL & COURSE, POSTAGE FOR OPERATOR CERT. APP., LIFT STATION SURGE PROTECTOR, OPERATOR 1 CERTIFICATION J. VILLEGAS, SERVICE FEE- STATE WATER	
MATTHEW WILLIAMS	RESOURCES CONTROL BOARD CERTIFICATION APPLICATION	2,244.84
MICHAEL VIERRA	SWAT GLOVE PURCHASE, SWAT GLOVE PURCHASE	619.14
<hr/>		
CRISTINA AGUILAR	10/22-11/21/25 ZOOM MEMBERSHIP SUBSCRIPTION, PERMANENT MARKERS, PAPER ORGANIZER, SHREDDER BAGS, C. AGUILAR: 7/1/25-6/30/26 CMCA MEMBERSHIP, 11/22-12/21/25 ZOOM MEMBERSHIP SUBSCRIPTION	474.02
JONATHAN BLOUNT	WELLNESS ROOM - SAFETY MAT	53.92
ELYSE DAVIS-CAPOEMAN	NOTEPADS, OFFICE SUPPLIES- KLEENEX, PENS, CALENDARS, CLIPBOARDS	117.42
KENNETH E VAUGHN	PESTCIDE REGS LICENSES K. VANUGHN	270.00
<hr/>		
AL BURKETT	25 REDHEADS FOR MOUNTING SIDEWALK BRACKETS, COLLECTION SYSTEM MAINT CERT RENEWAL, ZIP TIES FOR STORM PUMP FLOATS, ELECTRICAL SAFETY GLOVES	464.33
RENEE HOWERTON	SUPPLIES - EVIDENCE TAGS, EVIDENCE SUPPLIES -ZIPTIES, EVIDENCE SUPPLIES - GUN BOXES	628.93
KEITH GRIEBEL	UNIFORM ALLOWANCE- K.GRIEBEL, TUITION FOR GANG ENFORCEMENT OFFICER NOVEMBER 17-18	685.36
JEFFERY GODFREY	MARRIOTT, AUTOMATED FUEL DISPENSERS, HYATT HOTELS, AUTOMATED FUEL DISPENSERS	2,584.39
JOSE BERBER	DETECTIVE EVIDENCE DRYER FILTERS	1,127.75
DOUGLAS DUNFORD	LUNCH MEETING W/G3 ON 10/22/25, LUNCH FOR FINANCE INTERVIEW PANEL ON 11/4/25	208.06
SUSANNE REYES	CITY CAR FUEL CALPELRA 11/18 - 11/21/2025	46.88
<hr/>		
ARMANDO HERNANDEZ	DURING TRAINING GAS FOR VEHICLE UNIT #1829322, FAIRFIELD INN ROOM FOR ARMANDO, FAIRFIELD INN ROOM FOR MICHAEL	1,005.99
ROBIN R EVANS	50 AMP TO 110V 20 AMP RV ADAPTER	97.08
LAUREN ROBBINS	11/20/25 CSMFO MEETING RGSTRN, 2025-2026 CSMFO MEMBERSHIP	115.00
<b>Grand Total</b>		<b>41,019.98</b>



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Trenton Johnson, Chief of Police  
[trenton.johnson@ci.ceres.ca.us](mailto:trenton.johnson@ci.ceres.ca.us), (209) 538-5725

**SUBJECT:** **Resolution No. 2026-XXX, Authorizing the City Manager to Approve a Firearm Buyback through LC Action**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council authorize the City Manager to approve a firearm buyback through LC Action.

#### **I. BACKGROUND:**

As part of the Ceres Police Department's annual firearms inventory for 2025, a comprehensive evaluation of all department-issued and stored firearms has been completed. This review is essential to ensure that our weapon systems remain safe, reliable, and aligned with the operational needs of the department.

During this year's inventory, several of our firearms were identified as having reached the end of their service life or sustained damage to the point where repair would not be cost-effective. We have also determined that the Glock 22 is not suitable for all of our officers and we are transitioning to a Smith & Wesson 2.0 9mm handgun.

To maintain a modern and efficient armory and to support the department's continued growth, it is necessary to eliminate obsolete, unused or unsuitable inventory. Over the past several years we have purchased replacement rifles which are now in service. Included in the buy-back to LC Action will be 27 Bushmaster XM15 patrol rifles that have been replaced.

Firearms deemed unnecessary or beyond repair will be addressed in one or two ways:

#### **Buyback Conversion:**

Where appropriate, the City may recover value and reinvest the resulting funds into needed equipment. LC Action does not sell Smith & Wesson handguns, which the department is transitioning over to. The majority of the patrol rifles have already been

replaced. We have already ordered ten Smith & Wesson handguns from another dealer to replace the ten Glocks being bought back by LC Action. The police department is in need of equipment for newly hired officers. As such, the buy-back credit will be used for this needed equipment.

Destruction in Accordance with Policy:

Any weapon systems that are damaged beyond repair will be formally booked for destruction in strict accordance with city policy.

**II. REASONS FOR RECOMMENDATION:**

The department's current duty handgun is the Gen 4 Glock 22 chambered in .40 caliber. While this firearm has provided many years of reliable service, it presents several limitations that impact overall effectiveness, officer comfort, and future compatibility:

Ergonomics for All Officers:

The .40 caliber Glock 22 grip size and frame design are not optimal for officers with smaller hand sizes, resulting in reduced comfort and increased difficulty in maintaining a consistent, safe grip during extended use or high-stress incidents.

Modern Sight Compatibility:

The current platform is not designed to readily accept modern optics such as red-dot sights or enhanced sight-picture technology that have become industry standards for improving target acquisition and accuracy.

Recoil Management and Accuracy:

The .40 caliber round generates more recoil than a 9 mm platform, making rapid follow-up shots and tight shot groupings more difficult. Transitioning to a 9 mm service pistol would improve ease of shooting, reduce felt recoil, and allow for more consistent accuracy across a wide variety of officers.

For these reasons, replacement of the current Gen 4 Glock 22 platform with a modern 9 mm system is strongly recommended. However, the department cannot remove all of the Glock 22 pistols from service until the new firearms are purchased, configured, and all officers have successfully completed qualification and training on the replacement weapon system.

The overall goal is eliminating unserviceable or unneeded firearms, converting recoverable assets to departmental funds, and transitioning to a more ergonomic and technologically adaptable service pistol ensures that the Ceres Police Department maintains a safe, functional, and forward-looking firearms program. By doing so, the department enhances officer safety, improves operational efficiency, and supports the long-term growth and readiness of our agency. Staff will be budgeting for and purchasing new handguns over the next several budget years.

### **III. FISCAL IMPACTS:**

Any money received from these firearms/rifles will be credited to the City of Ceres account in the form of store credit. This store credit will be used toward the following purchases:

- Holsters
- Light Mounts
- Lights
- Handcuffs

The trade-in credit break-down is as follows (see Attachment C):

• Trade in of Glock G22 w/3 magazines each: 10 x \$180.00 each	\$1,800.00
• Trade in of Bushmaster XM15 .223 16" rifle: 27 x \$225.00 each	\$6,075.00
<b>Total Trade-in Credit</b>	<b>\$7,875.00</b>

The purchase break-down is as follows (See Attachment D):

• Purchase of Peerless Handcuffs: 25 x \$48.24	\$1,206.00
• Purchase of Modlight Mounts: 15 x \$187.11	\$2,806.65
• Purchase of Streamlight Flashlights: 10 x \$180.94	\$1,809.40
• Purchase of Safariland Holsters: 10 x \$144.44	\$1,444.40
• Tax	\$ 608.57
• Shipping	\$ 0.00
Total Cost	\$7,875.02
Minus Credit	- \$7,875.00
<b>Total Owed</b>	<b>\$ .02</b>

### **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This purchase is in relation to the Government Operations section of the Strategic Plan to "Provide quality services to meet community needs, assuring that the City has helpful, well-trained, properly-equipped and sufficient staff who partners with other public agencies to provide efficient services."

### **V. POLICY ALTERNATIVES:**

Council could decide not to approve the buyback. The department would continue to use the current firearms until authorization for buyback is received.

### **VI. INTERDEPARTMENTAL COORDINATION:**

NA

### **VII. PUBLIC PARTICIPATION:**

N/A

### **VIII. ENVIRONMENTAL REVIEW:**

N/A

### **IX. STEPS FOLLOWING APPROVAL:**

Upon Council approval, Staff will proceed with the buyback of current firearms and purchase of new equipment with the buyback credit.

Approved by:

  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Department Firearms for Buyback
3. Attachment C – Quote for Buyback
4. Attachment D – Quote for Purchase of Lights and Holsters

**RESOLUTION NO. 2026-XXX**

**AUTHORIZING THE CITY MANAGER TO APPROVE A FIREARM BUYBACK  
THROUGH LC ACTION**

**CITY COUNCIL**  
City of Ceres, California

**WHEREAS**, the Ceres Police Department does an annual gun inventory to determine the necessity and functionality of the firearms currently owned by the city; and

**WHEREAS**, after the completion of the 2025 gun inventory, it was discovered that there are firearms that either qualified for a buyback program with LC Action or need to be destroyed; and

**WHEREAS**, LC Action will buyback any guns that are still serviceable in the form of a store credit to be used on future purchases; and

**WHEREAS**, the Ceres Police Department Property/Evidence Division has the capability of destroying any firearms that are not eligible for buyback.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby authorize the City Manager to approve a firearm buyback through LC Action.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 12<sup>th</sup> day of January 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

---

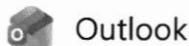
Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk





---

**Re: Handguns, ammo, handcuffs, flashlights**

---

**From** Matthew Vierra <Matthew.Vierra@ci.ceres.ca.us>

**Date** Thu 10/23/2025 4:48 PM

**To** Marcy Pederson <Marcy.Pederson@ci.ceres.ca.us>

Final numbers on gun buy back will be 10 pistols and 27 rifles

Pistols:

BDNK095	GLOCK	22 GEN 4
BDNK096	GLOCK	22 GEN 4
BDNK097	GLOCK	22 GEN 4
BDNK098	GLOCK	22 GEN 4
BDNK100	GLOCK	22 GEN 4
BDNK101	GLOCK	22 GEN 4
BDNK104	GLOCK	22 GEN 4
BDNK107	GLOCK	22 GEN 4
BDNK109	GLOCK	22 GEN 4
BDNK111	GLOCK	22 GEN 4

Rifles:

.223-556 Bushmaster XM 15 L442632
.223-556 Bushmaster XM 15 BFI439511
.223-556 Bushmaster XM 15 BFI439663
.223-556 Bushmaster XM 15 L452051
.223-556 Bushmaster XM 15 L442830
.223-556 Bushmaster XM 15 BFI1572380
.223-556 Bushmaster XM 15 BFI439671
.223-556 Bushmaster XM 15 BFI439261
.223-556 Bushmaster XM 15 BFI007913
.223-556 Bushmaster XM 15 L346683

.223-556 Bushmaster XM 15 BFI439023  
.223-556 Bushmaster XM 15 L285484  
.223-556 Bushmaster XM 15 BFI531053  
.223-556 Bushmaster XM 15 BFI439518  
.223-556 Bushmaster XM 15 BFI439453  
.223-556 Bushmaster XM 15 L285482  
.223-556 Bushmaster XM 15 L366730  
.223-556 Bushmaster XM 15 L285481  
.223-556 Bushmaster XM 15 L366851  
.223-556 Bushmaster XM 15 L443024  
.223-556 Bushmaster XM 15 BFI439457  
.223-556 Bushmaster XM 15 BFI537570  
.223-556 Bushmaster XM 15 BFI439512  
.223-556 Bushmaster XM 15 BFI571591  
.223-556 Bushmaster XM 15 BFI439669  
.223-556 Bushmaster XM 15 L466755  
.223-556 Bushmaster XM 15 L477980

*Matthew D. Vierra*  
Sergeant Matthew D. Vierra  
Ceres Police Department  
2727 3rd St. Ceres CA 95307  
209-538-5712





**LC ACTION POLICE SUPPLY**  
**1088 N FIRST STREET**  
**SAN JOSE CA 95112**  
**TEL: 408 294-2677 • FAX 408 294-6444**  
**EMAIL: [Kyle@LCAction.com](mailto:Kyle@LCAction.com)**

## QUOTATION

Date Oct-23-2025

Oct-23-2025

STATE OF CA SBE CERTIFICATION # 1017260

To:  MATTHEW VIERRA CERES POLICE DEPT EM: Matthew.Vierra@ci.ceres.ca.us PH: 209-538-5712	Ship To:
---	----------

### Notes:

SUBTOTAL	-\$7,875.00
SALES RATE	
SALES TAX	
SHIPPING	
<b>TOTAL</b>	<b>-\$7,875.00</b>





**LC ACTION POLICE SUPPLY**  
**1088 N FIRST STREET**  
**SAN JOSE CA 95112**  
**TEL: 408 294-2677 • FAX 408 294-6444**  
**EMAIL: [Stacy@LCAction.com](mailto:Stacy@LCAction.com)**

## QUOTATION

Date

Oct-29-2025

STATE OF CA SBE CERTIFICATION # 1017260

To: SGT. MATTHEW VIERRA  
CERES POLICE DEPT  
P# 209-538-5712  
EM: MATTHEW.VIERRA@CI.CERES.CA.US

Ship To:

**Notes:**

SUBTOTAL	\$7,266.45
SALES RATE	8.375%
SALES TAX	608.57
SHIPPING	0.00
<b>TOTAL</b>	<b>\$7,875.02</b>





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** **January 12, 2026**

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

Trenton Johnson, Police Chief

[trenton.johnson@ci.ceres.ca.us](mailto:trenton.johnson@ci.ceres.ca.us), (209) 538-5725

**CONTACT:**

Keith Griebel, Lieutenant

[keith.griebel@ci.ceres.ca.us](mailto:keith.griebel@ci.ceres.ca.us), (209) 538-5723

**SUBJECT:** **Resolution No. 2026-XXX, Authorizing Staff to Purchase Military Equipment as Required by AB 481**

---

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council authorize staff to purchase military equipment as required by AB 481.

#### **I. BACKGROUND:**

On September 30, 2021, Assembly Bill 481 (“AB 481”) required law enforcement agencies to adopt a Military Equipment Use Policy (“Policy”), by ordinance. The Ceres Police Department complied with AB 481 and the City Council adopted Ordinance No. 1073 on November 7, 2022.

In addition to an annual military equipment report, AB 481 also requires law enforcement agencies to gain City Council approval to purchase additional equipment for department use.

#### **II. REASONS FOR RECOMMENDATION:**

Staff is requesting permission to place an order for the following items that are covered under AB 481. All items will be purchased commercially but are classified as military equipment under AB 481. The Colt semi-automatic rifles are standard issue patrol rifles issued to officers that have received the special firearms training to carry them. The 40 mm sponge rounds are carried by both patrol and SWAT.

All members who carry these items have received the training and annual qualifications. The miniature flashbangs are only carried by trained SWAT team members. The 9mm JHP are considered “duty” rounds not target or practice rounds. The two orders of .223 ammunition both fall under AB 481 because they are shot with our department rifles which by classification are assault weapons under penal code 30510 and 30515.

- Colt semi-automatic rifle – quantity: 2 (see Attachment C)
- 40mm sponge round less lethal – quantity: 150 (see Attachment D)
- Miniature flashbang – quantity: 36 (see Attachment D)
- 9mm JHP Federal ammunition – quantity: 3 cases (see Attachment E, item 2)
- .223 FMJ Federal ammunition – quantity: 30 cases (see Attachment E, item 3)
- .223 Speer Gold Dot ammunition – quantity: 6 cases (see Attachment E, item 4)

**III. FISCAL IMPACTS:**

Staff will use \$12,000.00 that was budgeted in 26210.031600 for diversionary/less lethal/smoke cartridges, \$25,000.00 that was budgeted in 26210.031600 for the purchase of department ammunition, and \$3,500.00 that was budgeted in 26210.039900 for the purchase of two rifles. Funds have been identified within the existing budget and no budget amendment is necessary. The attached quotes show that these purchases will be below the budgeted amounts listed above.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

Approving these purchases fulfills the strategic plan for Government Operations: “Provide quality services to meet community needs, assuring that the City has...well trained and properly equipped...staff.”

**V. POLICY ALTERNATIVES:**

Council could choose to not approve the purchase of the items classified as military equipment. As a result, department staff would not have the equipment needed to keep the citizens of Ceres safe.

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

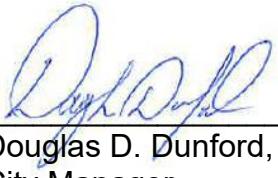
N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council approval, Staff will move forward with the purchase of the military equipment.

Approved by:   
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Assembly Bill 481
3. Attachment C – Rifle Quote
4. Attachment D – Flashbangs and Less Lethal Quote
5. Attachment E – Ammunition Quote



**RESOLUTION NO. 2026-XXX**

**AUTHORIZING STAFF TO PURCHASE MILITARY EQUIPMENT AS  
REQUIRED BY AB 481**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

**WHEREAS**, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body to acquire additional military equipment as set forth in California Government Code Section 7071, subdivision (d); and

**WHEREAS**, the City has sufficient funds available in the approved budget and no budget amendment is necessary for the purchase of less lethal and flashbangs, ammunition and new rifles during this fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby authorize staff to purchase military equipment as required by AB 481.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 12<sup>th</sup> day of January 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk





**AB-481 Law enforcement and state agencies: military equipment: funding, acquisition, and use. (2021-22)**

SHARE THIS:

Date Published: 10/01/2021 09:00 PM

**Assembly Bill No. 481**

**CHAPTER 406**

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[ Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021. ]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to

public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### **SECTION 1.** The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurrence of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

### **SEC. 2.** Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

#### **CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment**

##### **7070.** For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

ITEM 6

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

**7071.** (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

**7072.** (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

ITEM 6

- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

**7073.** (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

- (1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
- (2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- (5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- (6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.
- (7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

- (1) Publish the military equipment use policy on the agency's internet website.
- (2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

**7074.** The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

**7075.** Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

**SEC. 3.** The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

**SEC. 4.** No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.





LC ACTION POLICE SUPPLY  
1088 N FIRST STREET  
SAN JOSE CA 95112  
TEL: 408 294-2677 • FAX 408 294-6444  
EMAIL: [Kyle@LCAction.com](mailto:Kyle@LCAction.com)

## QUOTATION

Date Oct-16-2025

STATE OF CA SBE CERTIFICATION # 1017260

To: MATTHEW VIERRA CERES POLICE DEPT EM: <a href="mailto:Matthew.Vierra@ci.ceres.ca.us">Matthew.Vierra@ci.ceres.ca.us</a> PH: 209-538-5712	Ship To:
--	----------

CUST#	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS
	KYLE MILLER			NET 30
QTY.	DESCRIPTION		PRICE	TOTAL
2	COLT LE6933-EPR COLT 11.5" MLOK .223 RIFLE SEMI AUTO		1075.00	2150.00
2	DS00 SUREFIRE TAIL CAP SWITCH		114.63	229.26
2	OSM-M ARISAKA DEFENSE OFFSET SCOUT MOUNT M-LOK		45.00	90.00
2	MBL-BLK-SF-4.5 MODLITE MODBUTTON LITE BLACK 4.5"		70.00	140.00
2	MODLITE PLHV2-650-WML-BLK LIGHT PACKAGE IN BLACK		271.25	542.50
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00

Notes:

SUBTOTAL	\$3,151.76
SALES RATE	8.375%
SALES TAX	263.96
SHIPPING	40.00
<b>TOTAL</b>	<b>\$3,455.72</b>





**LC ACTION POLICE SUPPLY**  
**1088 N FIRST STREET**  
**SAN JOSE CA 95112**  
**TEL: 408 294-2677 • FAX 408 294-6444**  
**EMAIL: [Stacy@LCAction.com](mailto:Stacy@LCAction.com)**

# QUOTATION

Date Oct-23-2025

STATE OF CA SBE CERTIFICATION # 1017260

To:  
SGT. MATTHEW VIERRA  
CERES POLICE DEPT  
P# 209-538-5712  
EM: MATTHEW.VIERRA@CI.CERES.CA.US

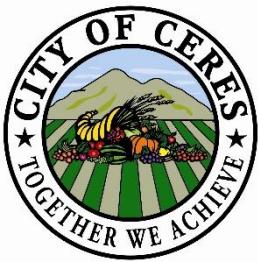
Ship To:

## Notes:









## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael R. Beltran, PE, Director of Engineering  
[Michael.Beltran@ci.ceres.ca.us](mailto:Michael.Beltran@ci.ceres.ca.us), (209) 538-5775

**SUBJECT:** **Resolution No. 2026-XXX, Approving a Professional Services Agreement with Szs Engineering Access, Inc., for Preparation of the Citywide ADA Self-Evaluation and Transition Plan Update in the Amount of \$351,770, Approving a Budget Amendment, Authorizing the City Manager to Execute the Agreement, and Adding this Project to the Capitol Improvement List Including Creating a New Project String**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute a Professional Services Agreement with Szs Engineering Access, Inc. in the amount of \$351,770 for professional consulting services to prepare the 2026 ADA Self-Evaluation and Transition Plan Update and budget amendment for \$351,770.

#### **I. BACKGROUND:**

Title II of the Americans with Disabilities Act (ADA) requires that public entities evaluate their services, programs, and facilities for accessibility and maintain a Transition Plan identifying barriers and outlining strategies for their removal.

The City of Ceres last completed an ADA Self-Evaluation and Transition Plan in 2016. Federal guidance recommends updates approximately every three years to ensure compliance with evolving ADA standards, city growth, and facility changes. Maintaining a current ADA Transition Plan is also a requirement for eligibility in many State and Federal funding programs. Failure to remain current may result in loss of grant opportunities.

City staff sent a Request for Proposal for the said work and determined that Szs Engineering Access, Inc., a Sacramento-based firm with extensive experience in ADA compliance evaluations for California municipalities, offers the most comprehensive and cost-effective proposal.

## **II. REASONS FOR RECOMMENDATION:**

Updating the ADA Self-Evaluation and Transition Plan will:

- Ensure compliance with Title II of the ADA (42 U.S.C. §12131 et seq.);
- Reflect changes to City facilities, parks, and right-of-way infrastructure since 2016;
- Identify and prioritize physical improvements across City-owned properties and public areas;
- Demonstrate the City's continued commitment to accessibility and inclusion; and,
- Allow the City to continue to apply for state and federal grant opportunities.

**SZS Engineering Access, Inc.** will provide:

- Policy and program review;
- Facility and right-of-way accessibility surveys (including approximately: 268 miles of sidewalk, 2,700 curb ramps, and 38 signalized intersections);
- GIS-compatible mapping and cost estimates;
- Public outreach and engagement with disability advocates; and
- Development of a compliant and actionable 2026 ADA Transition Plan.

## **III. FISCAL IMPACTS:**

Staff is requesting a budget amendment in the amount of \$351,770 to cover the cost the Professional Services Agreement with Szs Engineering Access, Inc. The amendment includes \$125,000 from the General Fund and \$75,590 each from the Water Fund, Sewer Fund, and Measure L – Local Fund. These allocations provide the full funding needed for the project. Staff recommends adding this project to the Capitol Improvement List and creating a new project string.

## **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This project supports the City's Strategic Plan – Goal 1: Infrastructure and Quality of Life, ensuring public facilities and services are accessible, equitable, and compliant with Federal and State standards.

## **V. POLICY ALTERNATIVES:**

If Council declines approval, the City risks noncompliance with ADA Title II and potential disqualification from State and Federal funding programs.

## **VI. INTERDEPARTMENTAL COORDINATION:**

Project completion will require collaboration among Engineering, Public Works, Recreation, and Community Development Departments.

This would also require the project to be added to the City's Capital Improvement list, including the creation of a new project string.

**VII. PUBLIC PARTICIPATION:**

Public input will be gathered via community meetings, online surveys, and stakeholder outreach, as required by the ADA.

**VIII. ENVIRONMENTAL REVIEW:**

This action is not a project under CEQA Guidelines Section 15378(b)(5), as it involves administrative and planning activities without physical environmental impacts.

**IX. STEPS FOLLOWING APPROVAL:**

Upon Council approval:

- The City Manager will execute the agreement with Szs Engineering Access, Inc.;
- Staff will coordinate project initiation and provide necessary data; and
- Szs Engineering Access, Inc. will begin work toward completion of the 2026 ADA Self-Evaluation and Transition Plan Update.

Approved by:



\_\_\_\_\_  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Professional Services Agreement
3. Attachment C – Proposal and Scope of Services
4. Attachment D – Budget Amendment



RESOLUTION NO. 2026-XXX

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH Szs  
Engineering Access, Inc., FOR PREPARATION OF THE  
CITYWIDE ADA SELF-EVALUATION AND TRANSITION PLAN  
UPDATE IN THE AMOUNT OF \$351,770, APPROVING A BUDGET  
AMENDMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE AGREEMENT, AND ADDING THIS PROJECT TO THE CAPITOL  
IMPROVEMENT LIST INCLUDING CREATING A NEW PROJECT  
STRING**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.) requires public entities to evaluate their services, programs, activities, and facilities for accessibility and to maintain a Transition Plan identifying barriers and steps for removal; and

**WHEREAS**, the City of Ceres last completed an ADA Self-Evaluation and Transition Plan in 2016, and an update is required to maintain compliance with federal and state accessibility regulations and to remain eligible for related grant funding; and

**WHEREAS**, City staff reviewed professional service proposals and determined that Szs Engineering Access, Inc. Access, Inc., based in Sacramento, California, possesses the qualifications and experience necessary to prepare for the 2026 ADA Self-Evaluation and Transition Plan Update; and

**WHEREAS**, Szs Engineering Access, Inc.'s scope of work includes evaluation of City programs and policies, field assessment of City facilities and public right-of-way infrastructure, GIS-based documentation, cost analysis, public engagement, and preparation of a compliant, actionable Transition Plan; and

**WHEREAS**, Szs Engineering Access, Inc. has proposed to provide these services for a total cost of \$351,770, inclusive of reimbursables; and

**WHEREAS**, a Budget Amendment in the amount of \$351,770 is necessary; the amendment includes \$125,0000 from the General Fund, \$75,590 from Water Fund, Sewer Fund and Measure L- Local Fund.

**WHEREAS**, this action is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5), as it involves administrative activities that will not result in physical changes to the environment; and,

**WHEREAS**, this project was not included in the capital improvement list and therefore needs to be added with a new project string.

**ATTACHMENT A**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve a professional services agreement with Szs Engineering Access, Inc., for preparation of the Citywide ADA Self-Evaluation and Transition Plan Update in the amount of \$351,770, approves a budget amendment, authorizes the City Manager to execute the agreement, and adding this project to the capitol improvement list including creating a new project string.

**BE IT FURTHER RESOLVED**, the City of Ceres Finance Director is hereby authorized and directed to record the appropriate accounting entries.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 12<sup>th</sup> day of January 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

ATTEST:

---

Javier Lopez, Mayor

---

Fallon Martin, City Clerk

## ATTACHMENT B

### CITY OF CERES PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the City of Ceres, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 2220 Magnolia Street, Ceres, California 95307 ("City"), and **SZS Engineering Access, Inc.**, a California corporation with its principal place of business at **428 J Street Suite 400, 4<sup>th</sup> Floor Sacramento, CA 95814** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

**2026 ADA Self-Evaluation and Transition Plan** (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

#### AGREEMENT

##### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A"

2. Consultant is a licensed design professional. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the fee set forth in Exhibit "A". In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$351,770.00**. This amount is to cover all related costs, and the City will not pay any additional fees for additional expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

b. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

## **ATTACHMENT B**

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

### **4. Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

### **5. Time of Performance.**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

### **6. Delays in Performance.**

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### **7. Compliance with Law.**

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements. Consultant shall have no responsibility for jobsite safety or security, and Consultant does not have any control or responsibility over the means and methods of the construction contractor or the construction contractor's subcontractors.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

### **8. Standard of Care**

## **ATTACHMENT B**

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement.

### **9. Assignment and Subconsultant**

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

### **10. Independent Consultant**

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

**11. Insurance**. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

#### **a. Commercial General Liability**

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract

## ATTACHMENT B

- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

### b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

### c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all sub-consultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

## ATTACHMENT B

### d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of Consultant in the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

### e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

#### Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

### f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

### g. Policy Provisions Required

## **ATTACHMENT B**

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

### **h. Qualifying Insurers**

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

### **i. Additional Insurance Provisions**

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not

## ATTACHMENT B

intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Sub-consultant Insurance Requirements. Consultant shall not allow any subcontractors or sub-consultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or sub-consultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or sub-consultants.

### 12. Indemnification.

a. CONTRACTOR the fullest extent permitted by law, Consultant shall indemnify and hold the City, its elected and appointed officials, officers, attorneys, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liabilities, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") to the extent caused by any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, consultants in connection with the performance of Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees and reasonable attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees or volunteers. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents, designated volunteers or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs,

## **ATTACHMENT B**

including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees and volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

### **13. California Labor Code Requirements**

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify and hold the City, its officials, officers, employees free and harmless from any claims, liabilities, costs, penalties or interest to the extent caused by negligent failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all sub-consultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

### **14. Verification of Employment Eligibility.**

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

### **15. [reserved]**

### **16. Laws and Venue.**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Stanislaus, State of California.

### **17 Termination or Abandonment**

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the

## ATTACHMENT B

work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

### 19. Organization

Consultant shall assign **Daniel Politte** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

### 20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

### 21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

#### CITY:

City of Ceres

2220 Magnolia Street

Ceres, CA 95307

Attn: DIRECTOR OF ENGINEERING

#### CONSULTANT:

**SZS Engineering Access, Inc.**

**428 J Street, Suite 400, 4<sup>th</sup> Floor**

**Sacramento, CA 95814**

and shall be effective upon receipt thereof.

### 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

## ATTACHMENT B

### 23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

### 24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

### 25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

### 26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

### 27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

### 28. Time of Essence

Time is of critical importance for each and every provision of this Agreement.

### 29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

### 30. Prohibited Interests

Consultant represents and confirms that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant represents and confirms that it has not paid nor has it agreed to

**ATTACHMENT B**

pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this obligation, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

SAMPLE

**ATTACHMENT B**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CERES  
AND CONSULTANT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CERES

CONSULTANT

By: \_\_\_\_\_

Douglas D. Dunford  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Fallon Martin  
City Clerk



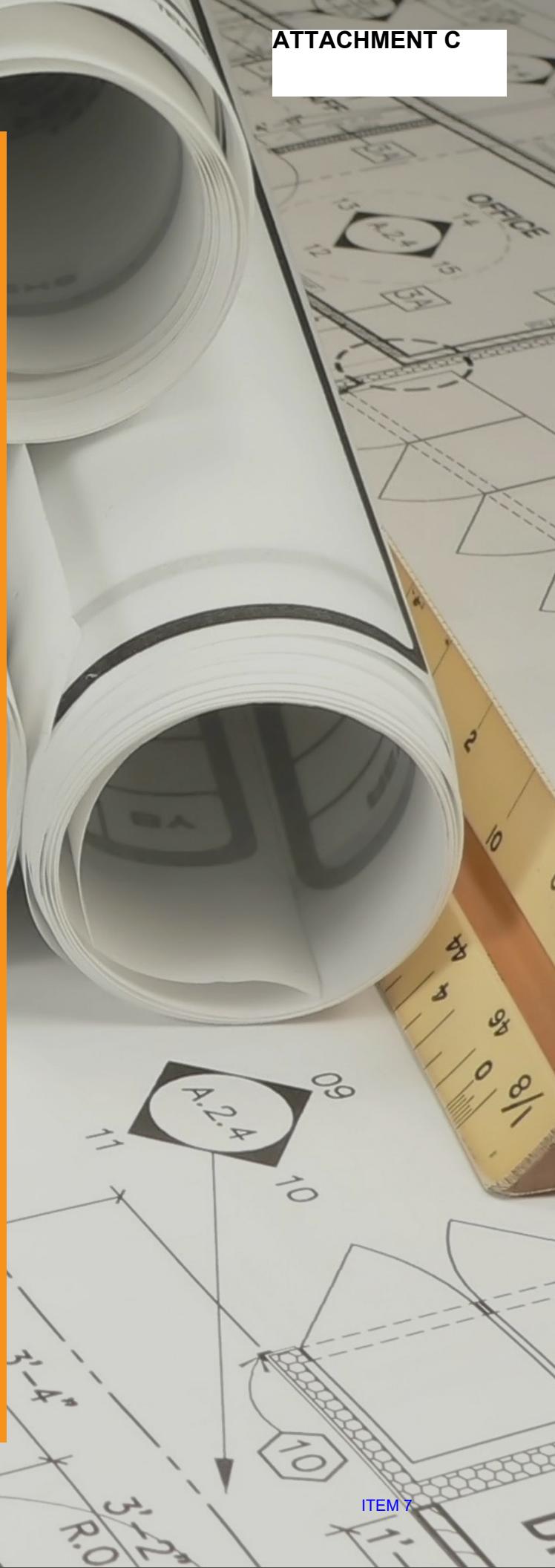
PREPARED FOR:  
**CITY OF CERES**

# PROPOSAL

## ADA TITLE II SELF-EVALUATION AND TRANSITION PLAN

**SZS ENGINEERING ACCESS, INC.**

428 J STREET  
SUITE 400, 4TH FLOOR  
SACRAMENT, CA 95814  
(866) 694-7637  
SYROUN SANOSSIAN, PRINCIPAL  
SYROUN@SZS.ENGINEERING



ITEM 7

## TABLE OF CONTENTS

<b>A. COVER LETTER.....</b>	<b>2</b>
<b>B. FIRM QUALIFICATIONS.....</b>	<b>3</b>
<b>C. MANAGEMENT AND TEAM MEMBERS.....</b>	<b>5</b>
STAFF RESUMES:.....	6
<b>D. SCOPE OF WORK .....</b>	<b>11</b>
OPTIONAL SERVICES .....	24
<b>E. REFERENCES.....</b>	<b>26</b>
<b>F. TIMELINE.....</b>	<b>30</b>
<b>G. COST PROPOSAL .....</b>	<b>33</b>

## A. COVER LETTER

SZS Engineering Access Inc.  
428 J Street, Fl 4  
Sacramento, CA 95814  
Tel: 866.694.7637  
Fax: 888.211.7441  
[www.szs-engineering](http://www.szs-engineering)

September 17, 2025

Michael R. Beltran II, P.E.  
Director/City Engineer  
Engineering Department  
Email: [michael.beltran@ceres.gov](mailto:michael.beltran@ceres.gov)  
Phone. (209) 538-5792

### PROPOSAL: CITY OF CERES ADA TITLE II SELF-EVALUATION AND TRANSITION PLAN

Dear Michael R. Beltran,

We welcome this opportunity to submit a proposal to evaluate, assess and create a transition plan for all facilities, programs, services and activities for the City of Ceres within an update your existing Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan.

Our goal is to provide deliverables that comply with ADA Title II, Section 504 of the Rehabilitation Act, and California state accessibility laws. SZS is a California corporation based in Sacramento. We have 4 certified access specialists (CASp) ready to provide professional services in support.

Our work is data driven and results oriented. SZS specializes in ADA Access Compliance using a set of tools and methods that are designed not only to assess facilities, but to reduce risk and streamline operations for your organization.

SZS is the superior choice for this project. After developing over 100 ADA Transition Plans, we possess the depth of experience to bring a fresh perspective to moving forward into the future with tools and methods that deliver tangible benefits to improve people's lives through efficient and cost-effective methods that also respect budgetary constraints. Our team brings unique expertise to this process as subject matter experts. Our experience assisting clients involved in the complaint process or legal action has taught us where issues arise, why they happen, and how to best remediate.

SZS complies with Title VI of the Civil Rights Act of 1964, provides equal opportunity employment, and shall not discriminate against clients, employees, or applicants for employment, or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or disability. Please contact me with questions. I am the company officer empowered to bind SZS to the provisions of this proposal and any contract awarded pursuant to it.

Regards,



Syroun Z. Sanossian, Principal  
SZS Engineering Access, Inc

## B. FIRM QUALIFICATIONS

Since 2003, Szs has served clients as a women-owned, small business certified with the state of California, with added DBE certification from Caltrans and BART. Based in Northern California, we are a team of two dozen professionals working with clients throughout the United States. Szs has four Certified Access Specialists (CAsp), including a licensed civil engineer, who are available to work on this project. Our CAsp inspectors are positioned and available for projects throughout the state. Szs is currently under contract to develop ADA Self-evaluation and Transition Plan (SETP) projects for five (5) cities, counties, and university campuses, with each process in various stages of completion.

Our team has worked with state and local jurisdictions across the nation to develop SETPs based on statutes and regulations, but also based on our unique expertise with clients who both proactively seek to improve access and with those who, at times, have needed assistance in legal defense. We know both sides of this process well and bring guidance to develop a clear roadmap from start to finish that will ensure that the City achieves compliance with State and Federal accessibility laws and regulations, while improving lives and access for people with disabilities to facilities, infrastructure, and services.

Our full array of ADA Access Compliance services can facilitate the efforts of your organization to make progress by coordinating barrier remediation with other City efforts, and to ensure that the barrier remediation process will actually work for your needs. A successful completion of a SETP (referred to as the Plan) requires more than an understanding of the law; it requires real world experience to understand:

- Where barriers to access exist
- Why were they created, and
- How can your organization avoid creating more in the future

We believe that addressing these questions on a programmatic level is a fundamental part of this process. This should be the last Plan that you develop, and our efforts to collaborate with your staff to develop this Plan, update City construction standards, building inspection forms, and practices will involve an institutional learning curve wherein we work together as a team. The Plan should be thought of as insurance that guarantees future compliance, rather than a burden from the past.

This project may seem to be a short-term process, but the Plan's impact will be felt far into the future. The fundamental goal of the ADA is to ensure access to civic life for people with disabilities. Our efforts focus entirely on the impact the Plan will have on your organization's bottom line and future risk, as an obligation to ensure access as a fundamental right. We choose not to offer design services so that we can remain a neutral party in this process. We are California natives and this is our home. We care about the commitment that entities make and how our tax dollars are spent. Our innovative methods are the key to implementing economies of scale based on prudent data management.

Statutes and regulations that govern the development and implementation of the Plan are based on access to programs, services and activities, not on physical facilities. While physical assessments are important, how they are performed is crucial. The length of remediation schedules can balloon if physical assessments look at physical locations that are not required to comply.

The key is to first determine where programs, services and activities (PSAs) take place to drive the physical assessment process, rather than performing blanket assessments at every leased and owned facility or building. This "surgical approach" is what the US DOJ intended to ensure

that public entities carry out the SETP process only where it is necessary to guarantee access to public programs, services and activities.

Other efforts are equally important to ensure that future alterations, maintenance, and procurement/purchasing result in efforts to achieve compliance. Training, the development of new policies and practices, the adoption of standard plans for remediation, which streamline plan review and inspections, and in limited instances, structural alterations all play a part in a program designed with an end point of compliance.

Our expertise is best applied in a comprehensive approach; analysis, assessment, revision of existing documents, training, and consensus.

Unilateral decision making can result in changes that seem to be reasonable but have an outsized impact on people with disabilities. Public outreach helps our team figure those instances out before they become problems. We have discovered many unforeseen issues in public outreach that could be easily solved, once identified, which led to reduced staff burdens and greater contentment in the general population and program participants.

SZS provides all services pursuant to this RFP with in-house staff for field assessments, program access analysis, policy and practice review, and GIS mapping for exterior barriers to access. We are positioned to start this project within 30 days of award, and we look forward to the opportunity to work with your team to further improve access within the City of Ceres. Services provided as a comprehensive approach to ADA Access Compliance include:

- ADA Self-Evaluations & Transition Plans
- ADA Access Compliance Plan Review
- Certified Access Specialist (CASp) Inspections
- CASp Plan Review
- Construction Monitoring
- Complaint Resolution and Litigation Assistance
- ICT Auditing (website auditing)
- Training

Our target market includes public entities anywhere in the US that are interested in learning new tools and methods to improve access to their programs, services and activities for people with disabilities that streamline the process of existing design and construction, planning and capital improvement, and daily maintenance efforts to keep their facilities running.

We work to collaborate with entities that seek to spend their funding wisely, in ways that benefit their constituents, reduce complaints and litigation, and provide programs, services and activities in ways that require less effort for staff and provide more enjoyment for the users, both with and without disabilities.

Improving access does not need to be a special effort over and above everything else that your organization is responsible for. Unless the right tools and methods are implemented, barriers could be created with each new construction, alteration or maintenance effort. We believe that education should be a significant part of any SETP process and our goal is not only to be awarded this project, but to work collaboratively with your team to ensure that you know how we perform our tasks, and why, to ensure that the improvements we foster today are the same results you will achieve into the future.

## C. MANAGEMENT AND TEAM MEMBERS



SZS key team members truly work collaboratively as a team on each project we undertake. Our varied expertise and collegial manner make this work gratifying for us, as we each have a personal commitment to the goal of improving access for people with disabilities. With each member having such a unique background and perspective, SZS constantly drives the industry forward with innovation and expertise that is unparalleled. Syroun Sanossian is a working Principal who started out doing all tasks herself as a one-person shop. Expanding over time, she now provides program management to oversee the overall work product and deliverables to ensure a successful outcome for each project.

Daniel Politte has worked with SZS for 10 years directly under Syroun to materialize the vision and direction for each project. Shannon Mulhall and Edward Neuberg are both nationally recognized accessibility experts who we are proud to add to our team to provide unparalleled expertise in federal and state accessibility requirements, but also in the experience they bring from their background working within a public entity to achieve consensus and compliance. Each team member works towards the same goal through a diverse range of project deliverables based on their respective expertise. Syroun, Daniel, Jing and Shannon are all Certified Access Specialists (CASp).

### **Syroun Sanossian | Principal:**

Syroun is a working principal with overall program management duties to ensure the City's project is properly staffed, operating as needed to ensure the project is on schedule. She will participate in all meetings relating to the project to ensure the City receives the highest level of work product and to impart institutional know-how, legal interpretations, as well as training when requested. She is responsible for the overall work product and deliverables to ensure our clients receive the expertise and product that they need to ensure the SETP is a success. Syroun will develop and

present at community outreach and stakeholder engagement meetings as well as City Council, if requested.

**Daniel Politte | Project Manager:** Daniel serves as our day-to-day point of contact for clients regarding scheduling, staffing, and resources. He is responsible for the operations, including scheduling field visits, maintaining client contact, and producing bi-weekly reports to keep clients informed of our progress. He oversees the quality assurance process and report production process by keeping everyone focused and on schedule. Dan maintains project documentation, schedules, and correspondence to ensure that our team at Szs is all on the same page. His coordination efforts and people skills are an essential part of what we do at Szs. Daniel will function as the project manager and inspector in charge of the final quality control while managing the project schedule and field investigation teams day-to-day for a successful project completion.

**Shannon Mulhall | Policy and Practice Specialist:**

Shannon Mulhall serves as our main policy and practice specialist, responsible for reviewing City programs, policies, practices, and procedures as they relate to people with disabilities. She will also assist in developing surveys for staff and the public, and review responses to provide recommendations on how best to ensure that individuals with disabilities do not experience discrimination when participating in, or attempting to participate in City programs, and, where necessary, conduct interviews with City staff to evaluate service delivery and communication methods where the survey responses do not provide adequate information.

**Edward Neuberg | Risk Management Policy and Practice Specialist:**

Edward Neuberg is a national expert on risk management practices under the ADA. Ed is available to assist Shannon's review in instances where the City may be open to potential risk. Ed will also develop recommendations for new policies and procedures where appropriate.

**Jing Le Liu | GIS Analyst:**

Jing serves as our GIS Analyst, responsible for the development of GIS maps and geodatabases containing each barrier to access identified in the exterior facility assessments and has produced these deliverables for each of our clients for the past 10 years.

**Field Investigators:**

Szs field investigators are pre-Certified Access Specialists (CAsp) in training. Their work is overseen by a CAsp at all levels. Our goal for each investigator is to provide them with the knowledge necessary to pass the CAsp exam and continue performing assessments with the highest standards in the industry. The background of our field investigators vary from architecture graduates and Civil Engineers, as well as everyday individuals looking to better themselves with a unique set of skills and ultimately, benefit our industry. Field investigators are experienced in performing accessibility assessments and will document non-accessible components in each of the City's facilities, including the PROW, in a highly detailed manner under the constant direction of our CAsp inspectors.

**STAFF RESUMES:**

**SYROUN SANOSSIAN, CAsp-069, Principal**

Syroun Z. Sanossian has 27 years of experience in ADA Access Compliance as a subject matter expert and 22 years as the principal of her own firm. Her educational foundation in graduate level training in both architecture and civil engineering gives her a unique perspective as both a CAsp inspector and trainer. Her first work in this architectural specialty was in the development of ADA Transition plans for the California State University, University of California and California Community College System while working at Building Analytics as an intern in the 1990's. Since 2003, she used that knowledge and experience to produce ADA Self-evaluations and Transition Plans, CAsp inspections and plan review, construction monitoring

and training seminars on achieving ADA Access Compliance for clients across the United States. Syroun was also one of the first 100 professionals to earn certification as a certified access specialist (CASp) in California.

Since 2010, she has served as a voting member of the American Society of Mechanical Engineers (ASME) A18 National Standards Committee, which promulgates regulations governing special access (wheelchair) lifts for North America. She also worked as the first Disability Compliance Officer for the Office of Court Construction and Management (OCCM) under the California Administrative Office of the Courts (AOC), which is the largest AOC in the United States.

### EDUCATION

Architecture and Civil Engineering, Graduate Studies 1992 – 1997

- Technical University Darmstadt (TUD); Darmstadt, Germany
- Rheinische Westfalisches Technical University (RWTH), Aachen, Germany

Graduate Studies, Architecture; University of Utah, Salt Lake City, UT 1990 – 1992

B.S. Political Science/Pre-Architecture, University of Utah 1990

### PROFESSIONAL AFFILIATIONS

DSA Certified Access Specialist (CASp) No. 69

American Society of Mechanical Engineers (ASME), and voting member of the A18 National Standards Committee

International Code Council (ICC), member

Certified Access Specialist Institute (CASI), member

Association of Pedestrian and Bicycle Professionals (APBA), member

Association on Higher Education and Disability (AHEAD), member

International Association of Accessibility Professionals (IAAP), member

Commissioner, San Mateo County Commission on Disabilities, 2020-2025

### RELEVANT PROJECT EXPERIENCE

#### ADA TRANSITION PLANS AND SELF-EVALUATIONS

- City of Concord 2023 – present
- County of Del Norte 2024 – present
- City of Menlo Park 2020 – present
- City of Brisbane 2020 – 2021
- City of Sacramento CA, Public Works 2019 – 2025
- County of Lassen, CA 2017 – present
- City of Capitola CA 2017 – 2025
- City of Fresno Transit (FAX) CA 2016 – 2021
- City of Palo Alto CA 2016 – 2021
- City of Rocklin 2012 – 2014
- City of Citrus Heights 2005 – 2010

#### ADA TRANSITION PLANS – UNIVERSITIES:

- Oregon Health Sciences University 2024 – present
- Fresno State University 2022 – present
- California State University, Stanislaus 2018 – 2019
- Oregon State University 2014 – 2019
- California State University, Sacramento 2013 – present

**DANIEL POLITTE, CASp-966** Senior Project Manager:

Daniel Politte is a certified access specialist (CASp) with over 10 years of experience in ADA Access Consulting with Szs. After earning a BA degree in Business Administration from the University of San Diego and worked as the ADA Coordinator for the California Midas Dealers Association, developing valuable experience in both managing facility maintenance and alterations projects while creating and implementing policies and practices to better serve customers with disabilities. He brings this expertise to Szs to manage client relations and project delivery. Daniel has managed Szs teams working on ADA Master Plans, Self-evaluation and Transition Plan projects and US DOJ Project Civic Access cases for the past ten years through a collegial style of consensus-building that our clients continually praise.

EDUCATION

Bachelor's Degree in Business Administration, University of San Diego 2004

PROFESSIONAL AFFILIATIONS

DSA Certified Access Specialist (CASp) No. 966

International Association of Accessibility Professionals (IAAP), member

Certified Access Specialist Institute (CASI), member

RELEVANT PROJECT EXPERIENCEADA TRANSITION PLANS AND SELF-EVALUATIONS – CITIES AND COUNTIES:

• City of Concord	2023 – present
• County of Del Norte	2024 – present
• City of Menlo Park	2020 – present
• City of Brisbane	2020 – 2021
• City of Sacramento CA, Public Works	2019 – 2025
• County of Lassen, CA	2017 – present
• City of Capitola CA	2017 – 2025
• City of Fresno Transit (FAX) CA	2016 – 2021
• City of Palo Alto CA	2016 – 2021

ADA TRANSITION PLANS – UNIVERSITIES:

• Oregon Health Sciences University	2024 – present
• Fresno State University	2022 – present
• California State University, Stanislaus	2018 – 2019
• Oregon State University	2014 – 2019
• California State University, Sacramento	2013 – present

**SHANNON MULHALL, CASp-860** Policy and Practice Specialist:

Shannon Mulhall is a highly accomplished accessibility professional with over 15 years of progressive experience specializing in Americans with Disabilities Act (ADA) compliance and universal design. She has proven ability to lead complex projects, interpret and apply federal and state regulations, and foster collaborative relationships with diverse stakeholders. She is adept at developing strategic initiatives, conducting comprehensive accessibility assessments, and delivering impactful training programs. She excels in policy and procedure review and development to ensure regulatory compliance and is poised to leverage a strong foundation in both technical accessibility and collaborative engagement to deliver impactful solutions for government projects.

EDUCATION

B.A., Communicative Disorders, Interpreting Emphasis – CA State University, Fresno, 2004

**PROFESSIONAL AFFILIATIONS**

DSA Certified Access Specialist (CASp) No. 860

Americans with Disabilities Act Coordinator Certification (ACTCP) – University of Missouri/National ADA Network, Issued 6/2013

National Interpreter Certification (NIC) – Registry of Interpreters for the Deaf, Issued 3/2009

**PROFESSIONAL EXPERIENCE**

Independent Consultant, Fresno, CA (October 2011 – Present):

Provides expert Certified Access Specialist (CASp) and comprehensive accessibility consulting, specializing in public right-of-way, built environment, and ADA Title II compliance, with an emphasis on policies and procedures. Develop and deliver tailored training content on ADA regulatory requirements, public entity accessibility, emergency management, and effective communication access.

**CITY OF FRESNO, CA**

- Airports Department, Project Manager (January 2025 – Present)

Manages capital improvement and facilities projects, including objective setting, budgeting, consultant selection, and schedule maintenance, ensuring adherence to established policies and procedures. Executes Federal Aviation Administration/Department of Transportation grant funding requirements and monitors project revenues and expenditures. Researches and interprets funding program regulations and assesses potential impacts on projects, providing clear interpretations and recommendations. Manages interdepartmental, interagency, and consultant coordination, and oversees construction drawing review for code compliance.

Senior HR Analyst (April 2022 – January 2025)

Oversaw Organizational Development & Training for citywide employees, leading comprehensive compliance efforts for regulatory training requirements. Managed the implementation and ongoing administration of a citywide Learning Management System, collaborating with all departments. Developed project management and leadership training programs, and provided oversight for Supervisor's and Manager's Academies. Managed multiple priorities independently, supervised professional and technical staff, and maintained effective working relationships with internal and external organizations.

Americans with Disabilities Act Coordinator (2011 – 2022)

Coordinated citywide compliance with Title II of the Americans with Disabilities Act, including providing accommodations and investigating complaints. Interpreted and applied federal, state, and local accessibility laws and regulations, and participated in the review and update of city construction standards. Managed ADA project oversight, including accessibility projects, plan review, website accessibility, and communication accessibility efforts, working collaboratively with city departments and external stakeholders. Developed and managed the CASp training and educational fund programs, served as Secretary for the City Disability Advisory Commission, and represented the City as a subject matter expert at state and national conferences.

**EDWARD NEUBERG, Policy and Practice Specialist:**

Ed has over 30 years of experience in all aspects of ADA Access Compliance. He has experience in virtually every aspect of compliance starting with the performance of physical assessments of the public rights-of-way (PROW) including physical inspections of curb ramps, paving, alley work and street reconstruction to evaluating the policies and practices that govern programs, services and activities. His expertise also includes the development of new procedures for public entities as an ADA Coordinator for the city of Denver and an ADA Manager for a regional transit district. Ed has not only developed ADA Self-evaluations and Transition plans, but he has implemented them long-term. His institutional knowledge is

invaluable to our clients in this process.

### EDUCATION

Bachelor of Science in Education, Colorado State University

### PROFESSIONAL AFFILIATIONS

Certified ADA Coordinator

Regional Transportation District (RTD) Advisory Committee for People with Disabilities

Colorado Intergovernmental Risk Sharing Association (CIRSA) - Guest Speaker and Trainer

Rocky Mountain ADA Center – Training Facilitator

16th Street Mall Renovation Committee

ADA Paratransit Access Committee

Denver Commission for People with Disabilities

Atlantis/ADAPT

Colorado Center for the Blind (CCB)

Denver Regional Mobility and Access Council (DRMAC)

National ADA Symposium Committee

### PROFESSIONAL EXPERIENCE

ADA Consulting (2022 – present)

Currently under contract to perform ADA trainings for Colorado Intergovernmental Risk Sharing Association (CIRSA). 8 yearly trainings that include all aspects of the ADA, ADA history, disability etiquette and awareness.

### CITY OF ARVADA COLORADO

ADA Coordinator (2021-2022) Provide leadership and implementation of the ADA in policy making, procedures and protocols to all city agencies. Work collaboratively with city personnel at all levels pertaining to program accessibility, parking, public rights of way, and services to ensure the City of Arvada's compliance with the Americans with Disabilities Act and Section 504. Also responsible for implementation of the City's ADA transition plan.

### ROCKY MOUNTAIN ADA CENTER – Colorado Springs, Colorado

Training Facilitator (6-month position) Responsible for ADA training in a six-state region. Presentations on all aspects of ADA compliance involving Titles I, II and III. Provides assistance and guidance on ADA implementation for clients in the six-state region. Schedule's trainings, identifies training needs, invoicing, and data input.

### REGIONAL TRANSPORTATION DISTRICT – Denver, Colorado

Civil Rights Office ADA Manager (2015 to 2021)

Responsible for monitoring and implementing all pertinent standards for accessibility including ADA Titles I & II, DOT regulations, Section 504 etc. Worked collaboratively with all divisions to achieve accessibility goals and requirements. Created community engagement by initiating numerous committees and working groups. Identified and resolved gaps in accessibility requirements for both ADA Titles I & II and DOT regulations. Addressed and resolved requests for reasonable modifications. Developed and assisted with the creation of numerous policies and procedures pertaining to accessibility in the transportation realm.

### **JING LE LIU, CASp-490 GIS Analyst:**

Jing Le started working for Szs as a student intern in 2008. He quickly became one of the best interns that Szs has ever had. He returned to Szs after completing his Masters Degree in Civil Engineering and now works as a GIS Analyst. He recently became one of only a handful of licensed civil engineers in California to earn the DSA certified CASp Certification. Jing is also an expert in using ArcGIS software and leads all field investigations in the public rights-of-way, which includes training all new civil engineers on staff and clients, as needed. Jing is an

excellent problem-solver and has developed many technical tools and computer programs that enhance our proprietary database.

#### EDUCATION

Master of Science in Civil Engineering  
Bachelor of Science in Civil Engineering

Mar 2009  
Dec 2007

#### PROFESSIONAL REGISTRATIONS

Professional Engineer (Civil), License #: 81193  
DSA Certified Access Specialist (CASp) No. 490

#### RELEVANT PROJECT EXPERIENCE

##### ADA TRANSITION PLANS AND SELF-EVALUATIONS – CITIES AND COUNTIES:

• City of Concord	2023 – present
• County of Del Norte	2024 – present
• City of Menlo Park	2020 – present
• City of Brisbane	2020 – 2021
• City of Sacramento CA, Public Works	2019 – 2025
• County of Lassen, CA	2017 – present
• City of Capitola CA	2017 – 2025
• City of Fresno Transit (FAX) CA	2016 – 2021
• City of Palo Alto CA	2016 – 2021
• City of Rocklin	2012 – 2014
• City of Citrus Heights	2005 – 2010

##### ADA TRANSITION PLANS – UNIVERSITIES:

• Fresno State University	2022 – present
• California State University, Stanislaus	2018 – 2019
• Oregon State University	2014 – 2019
• California State University, Sacramento	2013 – present

## **D. SCOPE OF WORK**

SZS specializes in navigating complex scenarios with unparalleled expertise. Our process is interactive; we provide methods and tools starting with our platform-neutral database tool that generates our assessment reports and facilitates the implementation process for your staff, but almost as important as the reporting, are the tools and methods that we can teach you to use to improve efforts to streamline projects and improve outcomes for both your staff and people with disabilities. One of the best ways that your organization can develop a dynamic and interactive community is by improving access for people with disabilities.

As subject matter experts, we have rendered opinions on many standard plans and details as part of Federal Highway Administration (FHWA) and US Department of Justice (US DOJ) Consent Decree cases and settlements. Our findings seldom state that the standard details in use contain erroneous information; just the opposite. The failures are usually the result of omissions. Most standard details simply do not contain enough information to ensure the construction of a compliant element, such as a curb ramp. In the case of the Caltrans 2010 settlement of a federal class action lawsuit, the resulting remediation plan is estimated to cost taxpayers \$1.2 billion dollars. But one positive result is the set of much improved standard details Caltrans has instituted under the settlement agreement. The question remains; would the settlement agreement be necessary if revised details were instituted decades ago?

**Compliance is often the exception, not the rule.**

Our multi-disciplinary group of experts brings hands-on know-how and practical experience to this process that is unique. It would be convenient if a Self-evaluation and Transition Plan were based on minimum code requirements, but that practice will only increase your risk. Our team members have worked for organizations like yours; we know how you operate from the inside out with institutional knowledge that changes the dynamic of reviewing policies and practices into a workable and productive process for all. A scenario in which physical alterations could remediate all barriers would be simple, but far from typical. Most circumstances our clients struggle with involve policies and practices that unintentionally discriminate.

Discrimination under state and federal civil rights laws occurs when programs, services and activities are not accessible to and usable by people with disabilities, which is a bigger target than minimum code compliance can hit. In fact, building code seldom has a fix for every deficiency identified. We understand the complexity involved in bringing the groups on each side of the building code vs. civil rights debate together to jointly address concerns and obligations. Our close relationship with risk managers brings a perspective of caution on determining the level of risk in these decisions at hand. When contemplating the development of an ADA Self-evaluation and Transition Plan that will draw resources from your entity for decades into the future, Szs can assist your organization with demonstrated success in interpreting and providing education for your team on all of the liabilities at hand.

Szs believes that each public entity working to comply with the ADA needs more than an updated set of building assessments. They need expert guidance with setting priorities for barrier remediation, updated standard details, and consistency in the inspection process to achieve long term success. When we update existing Plans, we often find that 85% or more of the original architectural barriers have been remediated at locations where alterations occur under ADA Transition Plan projects, but if that information is discarded, the public entity can lose track of important evidence of their good faith effort to comply.

The facility assessments can seem to be the easiest to accomplish. Today, software can walk the average person with little experience through a building assessment, but a Plan that your agency can use to remediate all barriers to access while reducing risk requires a much greater level of detail and expertise. The Self-evaluation can be the most complex yet beneficial part of the entire process, but the Self-evaluation is often overlooked rather than seen as a potent tool in facilitating your agency's efforts today to administer programs, services and activities (PSAs) more efficiently.

Involving the right people in this process is the key to its success. Stakeholders include designated personnel in the offices of the City attorney (of risk management) and code enforcement (standard details), City clerk, City manager, and community development (policies and practices), information technology (information and communication technology), and public works (maintenance, procurement, and standards), among others. We want to collaborate with your entire team on this effort to ensure that the remediation process includes every stakeholder who has an effect on future improvements.

Our methodology has been developed through decades of experience working as a team at Szs, and through experience in having worked for other firms that produce Plans across the US, including some of the largest national firms. Our firm would not exist if our team did not believe that we could develop Plans that far surpass the status quo. We know that the Accessibility Space changes constantly, and our clients can depend on us to deliver cutting edge expertise every single day.

Szs employs the use of the ADA Best Practices Toolkit for State and Local Governments<sup>1</sup>

<sup>1</sup> <https://www.ada.gov/pcatoolkit/toolkitmain.htm>

developed by the US DOJ and intended to be an effective means to evaluate compliance with ADA requirements. When the US DOJ developed the Tool Kit in 2006, it was a huge step forward in informing public entities of their statutory requirements, but over time as laws have changed, California has adopted laws that prohibit discrimination, and technology has developed in leaps and bounds since 1992. We understood that the original Tool Kit needed an update. Szs revised the original Tool Kit to include California statutes and regulations on disability access, CBC curb ramp requirements, etc., to ensure that your organization has the greatest possible benefit from the Self-evaluation process. The US DOJ is now updating the original version, as well.

Szs has expertise in facilitating efforts by public entities to comply with statutes such as the ADA and Rehab Act on the federal level, and Government Code 4450-4461, the UnRuh Act (Civil Code 51) and Disabled Persons Act among others on the state level through enforceable requirements contained in regulations such as the California Building Code and the California edition of the Manual on Uniform Traffic Control Devices (CA MUTCD). Szs proposes that compliance will be assessed using the following state and federal standards:

- California version of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices* (MUTCD) to govern signalization and other elements within the public rights-of-way.
- The federal Access Board's Public Rights-of-Way Guidelines (PROWAG)
  - We recommend that all clients review the federal Access Board's *Special Report: Accessible Public Rights-of-Way Planning and Design for Alterations*<sup>2</sup> to align future alterations and design with the PROWAG.
- California Code of Regulations, Title 24, Part 2, Section 11B (CBC)
- The *Americans with Disabilities Act (2010 ADAS) Accessibility Guidelines* which contain standards that replaced the ADAAG as of March 15, 2011
- ADA/ABA standards for *Transportation Facilities* (transit stops, train stations, bus and shuttle stop, etc.) adopted by the US Department of Transportation
- Education on pertinent case law such as Kinney v. Yerusalim and Fortyune v. Lomita

Szs teams are not only able to produce reports detailing each barrier to access, but we also produce an essential component; a narrative of specific findings that the barrier data records for each individual building, parking facility, park or recreation area, and the PROW. There will always be code deviations and usability issues that are not easily understood by our clients, or at times, by engineers or architects who are not adequately familiar with ADA Access Compliance regulations. This narrative section of each report is written by one of our CASp inspectors who possesses the expertise to describe in a clear format, illustrating where the most significant issues exist and their significance to people with disabilities of all kinds. We know that the sheer number of draft assessment reports can be overwhelming to review. Weeding through the code deviation reports can be very difficult, especially when they result from an automated data collection system's data dump, so we make sure that our clients get exactly what they pay for; information in a clear, concise, and easy to use format.

### **Knowledge is power.**

Our efforts do not end at that point. We strive to encourage the use of comprehensive standard construction details and construction monitoring services for alterations and new construction; otherwise, barrier remediation is likely to result in additional barriers to access. That is the harsh

---

<sup>2</sup> <http://www.access-board.gov/prowac/alterations/guide.htm>

reality. Our experience in performing plan review for more than 200 different A/E firms provides our firm with a wealth of knowledge on the standard of practice for architects and engineers and how to avoid common pitfalls that reduce or prevent access.

Our team understands that the development of a remediation Plan that is based on realistic budgetary constraints is crucial if the Plan is going to have an impact on the City's efforts to comply with the Americans with Disabilities Act and California access statutes and regulations all within this process.

We have developed a barrier severity rating system that helps clients understand the impact of each barrier on people with disabilities. We provide expert guidance on how to prioritize barrier removal on the program, facility and City-wide level, and we set those priorities for our clients before developing a remediation schedule. We know that clients need this expertise when determining priorities for remediation, and we will be there to provide that input at every step.

Our method is based on programmatic accessibility (referred to as program access), which is the original basis for Plans under US Department of Justice regulations. Program access is the foundational legal principle that underpins this process. The US DOJ holds that a public entity shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This means that where programs are provided in more than one location, at least one location, but not all locations, must be accessible for the overall program to be considered accessible. To remediate only what is required, a focus on program access is essential.

The fact that an ADA Title II entity can apply program access to develop a Plan and extend remediation over decades of time is significant; no public entity can afford to remove all physical barriers to access in their pre-ADA facilities under the ADA, they are not required to. Program access makes this process realistic, and our experts have the institutional knowledge to get the job done. Our team understands the inner workings of your institution from the perspective of a team member, not just as a consultant looking in from outside. We know all too well what happens when public entities develop partial Plans, without understanding that they lack the protection the Plan was intended to provide.

Section 508 of the Rehabilitation Act of 1973 (Rehab Act) also requires public entities to ensure the provision of equally effective communication. More specifically, accessible information and communication technology (ICT) under the federal Access Board's 2018 ICT Refresh<sup>3</sup>. COVID-19 has demonstrated the importance of access to websites and digital information for people who participate in PSAs. Knowability Inc. provides unparalleled expertise in this process through auditing and reviews performed by staff with both the technical expertise and personal knowledge as users with disabilities.

Accurate field surveying involves both the use of trained experts who can precisely scope and identify physical barriers to access. Our expertise is based on hands-on assessments by experienced staff. We have no need to hire and train new staff to perform these services, which means that you can rely on our expertise today.

Our field assessment team leaders have bachelor's degrees in architecture and civil engineering, and many are certified as CASe inspectors or ICC Accessibility Inspectors/Plan Reviewers. Project managers and coordinators (CASe certified inspectors) are responsible for final QC data review and development of standard construction details and design documents for specific locations. Technical staff review data for clerical errors, such as typos, etc., and oversee printing and report production for the report compilation process as well as prepare technical data provided as part of

<sup>3</sup> <https://508refresh.com>

reports, as requested.

#### Quality Assurance and Quality Control:

Quality assurance and quality control is a constant process at Szs to ensure the highest standards. Adjustments are made where needed to ensure that data capture is consistent, and the client is kept informed of progress.

- QA/QC of collected data:
  - Szs performs Quality Assurance measures in the field real-time while collecting data, and in the office. At the end of each day, field investigators upload data collected to a secured platform where the CASp certified Project Managers and Coordinators access and review the thoroughness, completeness, and accuracy. If data is missing or below our standards, Szs staff notify our field investigators to obtain verification.

Szs shall perform the following tasks using in-house staff for all SETP work. Knowbility® will perform website auditing and Information and Communication Technology review (ICT) in collaboration with Szs policy and practice experts. pathVu and Quality Counts® will work together to survey the public right-of-way directly under the management and direction of Szs. At a minimum, tasks will include, but are not limited to the following:

#### **Task 1: Project Management**

- Conduct a project kickoff meeting with City staff including preparation of materials and presentation. Szs shall provide the City with a Kick-off checklist to facilitate the gathering of information that will streamline the process.
- Develop and maintain a detailed project schedule and communications plan
  - Szs has provided a project schedule within this proposal, which will be updated on a weekly basis, including daily or weekly updates according to the progress that the field investigators are making. This can help to build and maintain relationships with City staff and stakeholders.
- Provide regular progress updates
  - As described above, progress in completing site visits requires flexibility on our part, combined with timely notification to City staff of progress at each site, and planned visits.
- Coordinate with various City departments as needed
  - City contacts are vital to our process, not only to gain access to physical facilities but also as part of the Self-evaluation process. Interviewing key staff members who work in facilities and those who administer programs, services and activities are vital to this process.

#### **Task 2: Self-evaluation: Program, Policy, and Procedures Review**

- Conduct a Self-Evaluation of the City's programs, services, and activities to determine the application of program accessibility in existing facilities
  - Engage with City staff and members of the public, including individuals with disabilities, to obtain input.
- Szs shall conduct a review of City policies, programs, and practices, interview staff, and conduct surveys to evaluate service delivery and communication methods. The evaluation shall include internal City policies, program execution procedures, and

City documents which are open to or affect the public to identify issues which may be concerning to people with disabilities. These City policies will include policy documents that affect public accessibility, which are available for public review. Szs will determine if the program execution procedures or City documents meet the current level of accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communications, and emergency procedures.

Recommended: A task should be to publish a Statement of Commitment as a starting point for this process. Making a public statement of commitment to this process is a requirement under the ADA<sup>4</sup>, and we advocate for it at the start of this process. Through this process, the public is made aware of the City's commitment to the effort, which facilitates the public outreach process. Our efforts will be bolstered by input and help from citizens in determining locations where program access can be applied to make programs, services and activities accessible with input on what works best for users, discover where complaints have been submitted about the public rights-of-way (PROW), building, parks or recreation areas exist, and gain a better understanding of the actual day-to-day needs of constituents. Each of these data sets can serve to inform the remediation process.

Tasks shall include:

1. Review the City's existing 2016 Self-Evaluation to understand previous findings.
2. Identify areas or programs that need auxiliary aids/services or modifications
  - i. Szs will take the lead role in meeting directly with City departments and other necessary stakeholders to identify and collect necessary documents, materials, and any other resources necessary to complete the Self-Evaluation.
3. Compile a master list of programs, services and activities (PSA) that take place in City leased and owned facilities
4. Prepare and distribute staff questionnaires (ADA/CBC Toolkit):
  - i. Administer questionnaires to department staff to collect information about the nature and accessibility features, if any, of each program and activity. Questionnaires should prompt staff to provide details regarding forms and methods used to gather information from the public, advertise program or department services and activities, profile current participants, the types of equipment and materials used in open programs and activities, testing and entrance options, methods of staff training, and any specific modifications to established procedures that can be provided to individuals needing accessibility accommodations.
5. Interview key City staff and staff working in buildings, facilities, and within PSAs, as necessary
6. Identify modifications needed or recommended to City policies, programs and practices
7. Evaluate and review the City of Ceres Standard Drawings for Construction
  - i. This evaluation can be crucial to ensuring that the City does not move into the future altering infrastructure in ways that do not comply with state and federal accessibility standards.

---

<sup>4</sup> 28 C.F.R § 35.106

- ii. Good practices will also be recommended as part of this review.
8. Provide recommendations to improve programmatic Access.

**Task 3A: Facility Assessments - Buildings and Parks**

- Perform facility surveys of all relevant City-owned and leased properties to assess architectural barriers.
- Conduct ADA accessibility surveys of City-owned facilities and parks listed in Attachment 1 – Ceres Facilities. Szs shall review the 2016 SETP City of Ceres report as part of the assessment to ensure that barrier removal that was completed can be recorded in the update to the existing SETP.
- Assess building entries, parking, routes, restrooms, counters, signage, and amenities, and provide detailed reports with photos, findings, and recommendations for each facility
- Provide detailed reports with photos, findings, and recommendations for each facility.

Szs reports contain the following parameters for the PROW and physical buildings, parks, etc. (except GPS coordinates for interior elements):

1. Executive summary that identifies and discusses barriers to access and illustrates the reasoning behind recommended solutions in clear and concise terms.
2. Descriptive location and number of each non-compliant element
3. X, Y, and Z coordinates for each exterior barrier identified in the PROW or parking lots, connecting accessible routes leading to associated buildings to enable the production of a city-wide GIS map
4. As-Built dimensions of compliant and non-compliant elements, where applicable (e.g., 30" clear width)
5. Quantity and type of compliant and non-compliant elements (e.g., 120 SF, 1 each)
6. Code reference and text from the California Manual on Uniform Traffic Control Devices (CA MUTCD), 2010 ADA Design Standards, California Code Requirements (CCR Title 24, Section 11B), Title 24, Public Rights-of-Way Accessibility Guidelines (PROWAG), case law precedent or performance standards, where applicable.
7. Barrier severity rating using our proprietary system with the following (5) five rating tiers:
  - Tier 1 (High Severity)
  - Tier 2 (Moderate Severity)
  - Tier 3 (Low Severity)
  - Tier 4 (Very Low Severity)
  - Tier 5 (Technically Infeasible)
8. Recommended solution for each barrier to achieve barrier removal
9. Construction Cost Estimate to remove each barrier provided on each barrier record, within a project cost estimate summary for each building/facility and SETP phase
10. Digital photo documentation for each barrier to access

11. Priority for barrier removal within the implementation phase, which is determined per City input and based on findings. Generally, 4 or 5 priorities are set, and each stretches out over several years of implementation (e.g. Priority 1 barriers are scheduled for removal in the first annual phases)
12. Implementation phase and date
13. Barrier status – (open or closed) to allow for reports that indicate the number of barriers removed or still awaiting implementation
14. Notes field allowing additional information in the database and reports to add pertinent information regarding field findings or barrier removal implementation

SZS uses proven off-the-shelf software that the City can use independently or add additional GIS layers or data points over time without committing to annual software licensing fees. This is key to conserving public funds over the decades of remediation that are likely to be necessary to complete the SETP implementation process. The last thing the City should want is to expend funds for software that it does not need.

We strongly encourage the City to use existing asset management software, job contracting software or similar as a “home” for the data SZS will produce. The best chance your organization will have to remediate in a cost-effective manner is by integrating the transition plan data into existing city data used for capital improvements, maintenance, or alterations, so that the data is not separate and alone in the face of other infrastructure data. Integration will help to ensure that barriers to access are remediated as a part of other projects, including maintenance, which can represent significant cost savings over time.

This practice will also demonstrate immediate cost savings if your organization had used or contemplated the use of specialized software from a consultant using a database with one use – collection of data for the SETP. This kind of software is costly and often non-relational. The software licensing fees that your organization will pay for decades into the future could be used to accomplish barrier removal. Our goal is to ensure that the data collected for the transition plan as part of the SETP will not go somewhere to eventually die.

Along those same lines, we strongly recommend that you require each consultant bidding on this project to disclose the software licensing fees that either they will charge you to maintain access to the data they collect under this contract, or the software they use that is proprietary to another company that they pay a licensing fee to use will cost your organization for the life of the SETP. This cost is generally unknown at the start of these projects, as it remains undisclosed, although the long-term impact can be significant. Since transition plans can take decades of remediation, the associated software licensing fees can add up significantly and should be considered as part of the fee that is being proposed today. We see that as an equitable way to not only measure fee consultant to consultant, but for your organization to recognize the actual cost of this project long-term, which in the case of this work, can be a significant cost, which is in addition to the actual cost of remediation over time.

Remediation is best measured against standardized measurements of achievement that serve as codified ways of monitoring implementation. These measures or milestones must be determined by the City with input from SZS. These important measures should reflect the culture of the city and the existing structure and capital improvements in the City. Suggested milestones may include:

- Annual public notice of achievement that describes locations or PSAs where

barriers have been partially or completely remediated and is presented as an updated Statement of Commitment

- Completion of barrier removal in a facility or PROW section. Completion of remediation for an entire priority of barriers, either overall in all facilities, buildings or PROW, in each facility, building and PROW reported annually, or per program, service or activity

Many options exist when determining how to define milestones, and how to take advantage of the goodwill in the community that can come from transparent notifications on the progress that can come about from the SETP implementation process.

**Cost Estimating:** In conjunction with the recommendations identified above, Szs develops preliminary cost estimates on 3 levels for the CASp inspection reporting described below:

- 1) Budgetary cost estimates for each barrier identified
- 2) Budgetary cost estimate for each SETP implementation phase or priority
- 3) Budgetary cost estimate for the overall City

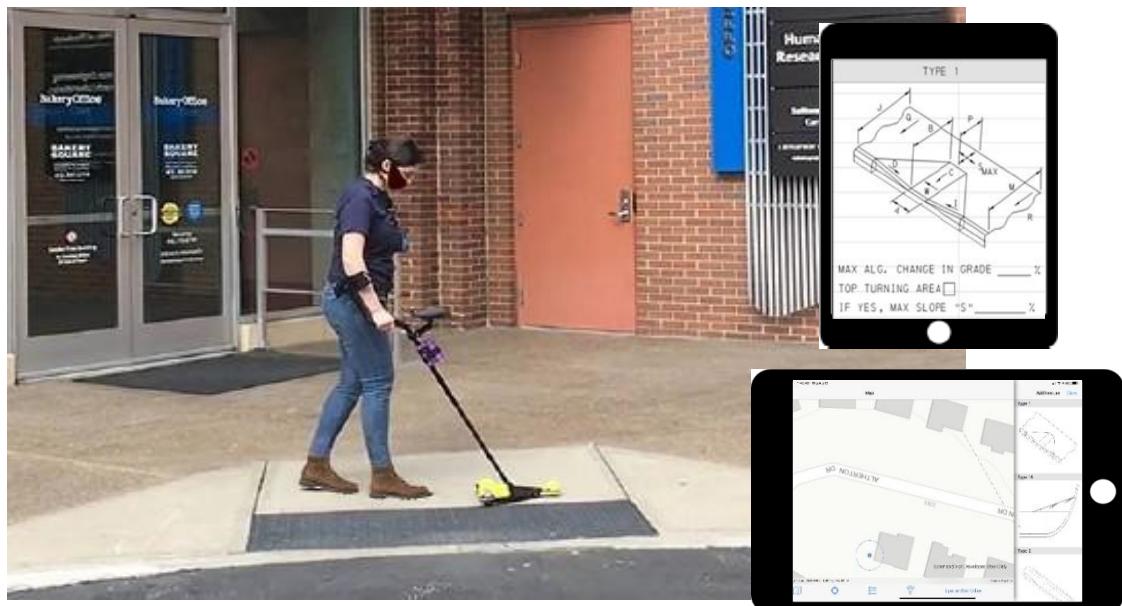
Szs brings expertise to this process, but City staff provide the substance. They are the experts in how programs run, where they are located, and what policies or procedures exist to facilitate them. City staff also know what causes complaints, which is where our analysis will pay close attention to input from designated staff members, as well as the rank-and-file City staff in each facility. Each staff member has input that can benefit this process. We are here to listen to their experiences, learn from them, and apply their expertise to program access. The first step in planning for the survey of facilities is the compilation of a list of programs, services, and activities that take place in leased and owned City facilities. While our team will perform research to establish this list, collaboration with City staff is also essential to the process.

### Task 3B: Facility Assessments - Public Right-of-Way Assessments (PROW)

- Perform facility surveys of all developed Public Right-of-Way to assess barriers to access. The scope of work is expected to include the following elements and estimated quantities.
  - 1) 268 Miles of Sidewalk
  - 2) Approximately 2,700 Curb Ramps
  - 3) 38 Signalize Intersections with pedestrian push buttons (PPB)
- The City does not operate transit services, and no transit stops are included in the fee proposal.
- Provide detailed findings with photos, findings, and recommendations for each segment of sidewalk in a GIS-compatible format.
- The field investigation hours are broken down into separate categories based on their respective element (sidewalk, curb ramps, PPB) to allow the City to determine if they would like to have only certain elements surveyed as part of the process. For instance, the City's curb ramp inventory from 2016 may only require minor updates depending on how many curb ramps have been altered or constructed since the last inventory. Szs looks forward to discussing other potential cost saving measures at the City's request.

- Should the City elect to have SZS complete a comprehensive assessment of all sidewalks, curb ramps, and pedestrian push buttons, a discount of 10% can be applied to the overall PROW Facility Assessments (3B).

For comprehensive PROW assessments, our field survey teams use state-of-the-art pathMet® and both the curbMet® tools within the pathVu® data collection system to record measurements quickly and accurately within the pedestrian facility. The collection device is engineered to meet ASTM standard E3028 with the output providing a route accessibility index. While staff pushes the cart through the City, this technology utilizes lasers, inertial measurement sensors, and HD cameras to collect data of all necessary measurements in sidewalks, curb ramps, crosswalks blended transitions, and splitter islands. This technology supports sidewalk, crosswalk, and public right-of-way data collection and collects data up to five times faster than standard methods while providing quantifiably better data.



All data is delivered through GIS, making it easy to visualize and analyze the collected data in software that our clients already use. Data is collected on a block-face system and split into connected ten-foot segments to match with the collected images. The pathVu accessibility index (pAI) is applied to each 10-foot segment and each block face, which allows for prioritization at both the micro (segment) and macro- (block) levels. The pAI calculation is configurable based on the weighted value assigned to each attribute. Unlike other tools and software used by consultants, pathMet's data delivers continuous data rather than individual points of only tripping hazards and obstructions on a map. Our experts collect additional data to what the scanning system identifies, such as the locations of guy wires and other similar barriers that no scanning device can record, which means that the City receives the most complete dataset from SZS that describes the infrastructure that pedestrians experience in the PROW without missing any part of the pedestrian network.

The pathVu device gathers many important pathway measurements for ADA access compliance and infrastructure management, including a) level changes (tripping hazards); b) running slope; c) cross slope; d) WPRI roughness; e) width (including pinch points); f) digital images every ten feet; g) low clearances; h) presence of obstructions; i) presence of vegetation; j) presence of other manually flagged attributes; and other qualitative attributes, as requested. The pathMet system measures the wheelchair pathway roughness index (WPRI) according to ASTM E3028, a standard written by pathVu, and which pathMet is

uniquely qualified to measure. WPRI is measured to ensure that a smooth and safe path is present for wheelchair users, limiting vibration exposure which causes pain to those with incomplete spinal cord injuries. **Roughness is likely to be introduced into the PROWAG in the next revision as an important attribute to measure for wheelchair users safety and comfort. We are un aware of any other company that has proven that they can measure according to this standard.**

With curbMet (see above), our team gathers all of the typical curb ramp/blended transition, pedestrian signal measurements for ADA access compliance, including but not limited to: a) running and cross slopes; b) lengths and widths; c) detectable warning surfaces; d) landing dimensions (length and width); e) landing slopes at curb ramps and accessible pedestrian signals (APS); f) heights; g) signal timing; h) flares; i) presence of ponding; j) presence of obstructions; k) photos; and other customizable measurements or qualitative attributes to be established. This device utilizes configurable styles of curb ramps as a guide to facilitate data collection of all necessary measurements. Unlike Lidar collection methods, which can have difficulty measuring slopes and may not be defensible in ADA cases brought by the Department of Justice, curbMet provides accurate slope and distance measurements. Its unique rating index, which is customizable, makes it easy to prioritize improvements, delivering data-driven results, and saving time and money.

Additional technology available from pathVu, for an additional fee, includes the following options:

### **pathVu Navigation Mobile App**

In 2019, pathVu completed a project with the U.S. Department of Transportation (Federal Highway Administration and Federal Transit Authority) to develop the pathVu Navigation mobile app (Project Name: AccessPath). The project was funded under the Department's Accessible Transportation Technology Research Initiative (ATTRI) ([https://www.its.dot.gov/research\\_archives/attri/index.htm](https://www.its.dot.gov/research_archives/attri/index.htm)). pathVu Navigation is a real-time pedestrian navigation mobile app that enables users of any ability or disability to find the most accessible route to their destination. Typical pedestrian navigation, such as Google Maps, uses the street network to provide directions and can direct users down a path that does not have a sidewalk or is inaccessible. pathVu Navigation considers the following data when suggesting a route: 1) Sidewalk/Crosswalk locations; 2) Condition of the paths, including major obstructions; and 3) User's customized settings and ability to navigate the environment.

pathVu Navigation includes the ability to submit reports (crowdsourced data) about pathway conditions, including: hazards, construction, a variety of obstructions (poles, e-scooters, signs, vegetation), and even identify accessible entrances. The data submitted by users can integrate with the City's 311 system via pathVu's application programming interface (API). pathVu envisions that this feature can be used during the winter to identify locations of snow/ice, including where curb ramps are blocked by snow. Additional pathVu options include:

- **Lidar data:** Lidar data can be provided for an additional fee. Extended timing required.
- **360 degree imagery:** pathMet and curbMet imagery is a standard 2D still photo. Continuous 360 degree imagery can be provided for an additional fee. Extended timing required.
- **pathCollect:** pathCollect is a mobile app that enables the users to gather pathway imagery during every second of travel. Simply mount your smartphone to your e-scooter, wheelchair, or other device and navigate down your desired path while the

phone gathers images and GPS data. Once uploaded to our Cloud server, the images are analyzed using machine learning algorithms to identify the locations of tripping hazards and broken sidewalks. Additional fees apply.

- **pathConnect:** pathConnect is pathVu's API for integration with custom developer applications. pathConnect can be used for a variety of applications, including custom navigation apps. Additional fees apply.

Temporary pedestrian access routes (TPAR) are also an important part of alterations in the PROW, which while considered the purview of the contractor or subcontractor, are seldom considered by designer professionals and ADA Title II entities that own roadways as temporary and therefore less pressing than other concerns, but TPAR has become a serious issue for the blind and for those with mobility disabilities, and public entities who have been subject to legal action when a perceived lack of accessible TPAR exists. Our team has specific expertise in the evaluation of these locations as subject matter experts, and we welcome the opportunity to discuss our expertise with you, with the goal of improving TPAR for the City.

It should be noted that there are other options available for producing a Transition Plan for the PROW that can drastically reduce the assessment cost while still producing GIS mapping of City assets. While field assessments of the entire PROW can capture a snapshot of the conditions at the time of the assessment, elements in the PROW will likely change over time, potentially resulting in additional barriers to access. These alternative methods developed in collaboration with experts at the Federal Highway Administration (FHWA) can provide the City with processes and procedures to ensure that the City is complying with ADA regulations within a more flexible framework that can enable the continued monitoring and improvements in sidewalk and curb ramp assets. We would be happy to discuss these options with you should the City.

#### **Task 4: Public Outreach and Stakeholder Engagement**

- Develop and implement a public participation plan
  - Public participation by interested persons is a requirement under the ADA for good reason. A public entity can gain important insight into how the public perceives their efforts to provide accessible programs, services and activities, for better or worse. This effort can help to fend off complaints and litigation, but also help the City to learn where pinch-points are and how to best schedule physical assessments to address existing issues. The public participation plan will target existing users of City programs by disseminating questionnaires to gain input.
- Conduct at least two public meetings or workshops (in-person and/or virtual)
  - Szs proposes to prepare and hold public outreach meetings at two points in time during this process – after the kickoff meeting and near the completion. These two time points have important implications. The first meeting gives us the opportunity to learn about pinch-points where issues exist now that can be addressed by adjusting the assessment schedule to visit facilities or buildings where complaints have been common or are ongoing. The second meeting should take place to present the final setp to the public for buy-in so that the public understands the effort that their tax dollars have supported, and how the plan will benefit them, their friends, neighbors, and loved ones.
  - Develop outreach materials in accessible formats

- Szs will solicit and document input from people with disabilities, advocacy groups, and other stakeholders
  - Online questionnaires will be made available during and after each of the public outreach events to allow individuals to provide feedback and information relevant to the plan.
- Szs will provide summary reports of community engagement efforts

The disabled community can often be some of the most informative stakeholders in this process through the public outreach process. Some may have had challenging experiences due to policies and practices, or architectural barriers to access that they keep to themselves, rather than share them and be a perceived nuisance to City staff. This is exactly the kind of information we need to help the City improve program access. Public outreach can be one of the most beneficial parts of this process. Not only does it allow our team to gather information for analysis, but it also allows the City to involve interested persons of all types in this process.

### **Task 5: Transition Plan Development**

- Prepare a legally compliant ADA Self-Evaluation and Transition Plan outlining:
  - Identified barriers
  - Recommended remediation measures
  - Timelines for implementation
  - Estimated costs
  - Assigned responsible parties
- Compile all findings into a comprehensive ADA Transition Plan, including in each report, an executive summary, legal overview, self-evaluation findings, barrier removal recommendations, schedule, and cost estimates.
- Szs shall assign responsible departments and provide a framework for monitoring the plan.
- Szs shall format the plan for digital and print publication, including accessible PDF.

Szs shall develop a Transition Plan that complies with ADA Title II requirements. The Transition Plan should include, but not limited to, the following:

- Detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier removal or remediation.
- Cost estimates or remediation measures to remove each identified barrier.
- Procedures for periodically reviewing and updating the Transition Plan.
- Procedures and forms for performing evaluations of additional barriers.
- Procedures and forms for filing Requests for Accommodation.
- List of references and contact information for ADA and accessibility related resources.
- Identification of the official(s) who will be responsible for implementation of the plan.
- Develop draft and final report incorporating comments from the City and Stakeholders.
- Perform any other tasks needed to comply with ADA requirements.

The SETP will also contain findings from the Toolkit, interviews with administrators and staff who work on-site making programs, services and activities happen for visitors. The report will provide guidance in assigning responsible departments and provide a monitoring framework for the remediation process. Each report will be formatted for digital and print publication, including an accessible PDF.

SZS SETP reporting will reflect our expertise in applying statutes such as the ADA and Rehab Act on the federal level, Government Code 4450-4461, the UnRuh Act (Civil Code 51), and Disabled Persons Act among others on the state level through enforceable requirements contained in regulations such as the California Building Code and the California edition of the Manual on Uniform Traffic Control Devices (CA MUTCD).

### **Task 6: Staff Training**

- SZS will provide training or consultation to City staff as necessary. Additional training modules are also available as described as optional services.

### **Project Deliverables:**

- SETP Facility and Park Assessment Reports (with GIS-compatible data, photos, cost estimates, and all items described under Task 3 for buildings and facilities. Reports for each facility or building shall be provided in draft and final formats.
- Draft and Final ADA Self-Evaluation and Transition Plan (editable format and accessible PDF) containing the Programmatic and Policy Evaluation Report.
- Public outreach summary report and documentation.
- Presentation to City Council or designated committee, as requested.

## **OPTIONAL SERVICES**

The ADA is a Civil Rights law with complex interaction between state statutes and existing building code requirements. That relationship is both highly interactive, and yet nuanced. We believe that no project is complete without an effort to share the knowledge base that our team has developed through decades of experience. Please see below for a list of optional services that can be completed as an additional service.

### **Additional Services: Training**

If the City chooses, SZS can provide additional training to City Staff on different topics to provide educational opportunities for City staff on how ADA regulations can be applied in the real world, among other training modules. Additional training modules can include but are not limited to the following, and can be provided at an additional cost:

- ADA Title II Statues and Regulations
- ADA Customer Service
- ADA Access Compliance Remediation (Maintenance Staff)
- ADA History & Disability Awareness/Etiquette
- ADA and Effective Communication
- ADA Title I
- ADA and Facility Accessibility

- Role of the ADA Coordinator
- Service Animal Training
- Industry Standard Practice for Inspections

### **Additional Services: Mentorship**

We also recommend a mentorship program that can provide a resource for all City staff to allow direct contact with Szs to discuss specific topics, potential complaints, project planning, etc.

Proposed mentoring under this submittal refers to consultations and discussions with CASp trainees, or other employees, of their access-related work for the jurisdiction with regard to the application of the aforementioned laws, standards, codes, and regulations related to accessibility for individuals with disabilities. It is important to note that while training and mentoring on statutes and regulations can be beneficial, it will not replace practical experience gained over decades of field inspections, development of hundreds of ADA Self-evaluation and Transition Plans, and resolution of complaints and legal defense. The typical knowledge level for CASp inspectors is limited to building code expertise, but that is only one part of the accessibility puzzle. We can bring the broad picture into focus for your staff.

Pertinent examples of similar projects can be demonstrated through the following example:

Enforcement of the ADA required under California's Disabled Persons Act (DPA) and enforcement of California Building Code (CBC) remain at odds, even though a wholesale update to the CBC was performed by DSA in 2013. Differences between civil rights law such as the ADA and guidance provided under it will always differ from the enforcement of building code.

A specific example is found in a conflict between the application of ADA and CBC parking requirements. Under the CBC, a well-used exception exists when an existing parking stall is being restriped. The CBC exception allows for restriping to take place without triggering any further upgrades to the stall identified as accessible. This exception is often taken advantage of to allow severely sloped stalls that are unsafe to remain in use, even though grading could result in safer conditions and full compliance. When a facility was constructed prior to January 26, 1992, full compliance is required in alterations unless structural elements prevent full compliance from being achieved. If a structural element is present that prevents full compliance, everything else still must be altered to new construction standards to the maximum extent feasible under the ADA Standards, where no such exception exists.

Barriers to access in parking are consistently the most common reason for litigation in California, and this exception is the main reason. Building owners are told that stalls identified as accessible decades ago only need to be restriped over time, sometimes many, many times, without required alterations to correct slope (grading), install compliant signs, markings or other upgrades that would make the stalls accessible to and usable by people with disabilities. These ADA requirements are typically ignored, and at great cost. Reliance on this single building code exception drives a billion-dollar litigation business in this state.

Training and mentoring services proposed for the City are outlined below:

- CASp incidental training and mentoring for CASp trainees from various departments, including but not limited to Planning and Development, Public Works, and Transportation Departments.

- SZS strongly recommends including department heads, administrators, maintenance staff and procurement/supply chain management staff for inclusion into the training process. Conversely, SZS can develop separate training sessions for these groups, as needed.
- CASp incidental training and mentoring sessions to be provided for a minimum of two (2) hours as requested by the City, based on a schedule negotiated with the City. If the City chooses, training session duration may be changed to meet the needs of the training curriculum. Additional hours may be scheduled to meet the needs of CASp trainees, with prior approval from the City. Training sessions may be scheduled as a large group or in smaller cohorts by department/division between the hours of 7:00 a.m. and 5:00 p.m., not including holidays.
  - All training shall be recorded by video (if desired), online meeting platforms, etc. so that additional City staff can participate in the training at a later date, and new hires can also take part over time.
- SZS will provide the City with any training materials, including presentation materials, along with the detailed curriculum one (1) month in advance of the scheduled trainings for pre-approval. All training and training materials shall be provided by SZS.
- SZS may provide training remotely via online video conferencing, in person, or in a hybrid manner. If training is to be provided in person, a training facility in the City will be provided for SZS to use during the scheduled training hours.
- SZS will provide a reasonable number of open hours each week for mentoring CASp trainees in their work. Work hours to be determined in conjunction with the City.

These mentoring sessions are anticipated to take place using multiple communication sources, including classroom training where needed (study groups), phone conversations or email correspondence, where required. Blocks of time can be set aside each month to ensure trainees have access to SZS Engineering.

## E. REFERENCES

Team members have served as disability compliance officers, ADA Coordinators, plan reviewers, CASp inspectors and licensed civil engineers. Our clients range from small businesses to universities, private entities, and state and local agencies. Our clients can attest to our consistent ability to remain on schedule and budget. Syroun, Daniel and Jing have worked on all of the following projects. Shannon assisted with projects for the County of Del Norte, the City of Concord, and the City of Fresno (FAX). Ed joined our team in 2024 and has assisted with projects for the County of Del Norte and the City of Concord.

SZS has developed over 100 ADA Transition Plans, thousands of CASp inspections for private entities, and master access plans for Universities. SZS was also selected by the County of Humboldt and the DOJ as an Independent Licensed Architect (ILA) who oversaw the barrier remediation efforts under a Project Civic Access Consent Decree. We possess the depth of experience to bring a fresh perspective to moving forward into the future with tools and methods that deliver tangible benefits to improve people's lives through efficient and cost-effective methods that also respect budgetary constraints.

Our team brings unique expertise to this process as subject matter experts. Our experience assisting clients involved in the complaint process or legal action has taught us where issues arise, why they happen, and how to best remediate.

**Notable and Relevant Projects:****ADA Self-evaluations and Transition Plans**

• City of Concord	2023 – present
• County of Del Norte	2024 – present
• City of Menlo Park	2020 – present
• City of Brisbane	2020 – 2021
• City of Sacramento CA, Public Works	2019 – 2025
• County of Lassen, CA	2017 – present
• City of Capitola CA	2017 – 2025
• City of Fresno Transit (FAX) CA	2016 – 2021
• City of Palo Alto CA	2016 – 2021
• Oregon Health Sciences University	2024 – present
• Fresno State University	2022 – present
• California State University, Stanislaus	2018 – 2019
• Oregon State University	2014 – 2019
• California State University, Sacramento	2013 – present

SZS is currently developing ADA Self-evaluations and Transition Plans along with ADA Assessments for multiple entities, including the City of Concord (CA), County of Del Norte (CA), Fresno State University (CSUF in CA), and Oregon Health Sciences University (OHSU). We anticipate finishing the projects in Concord and Del Norte County in the near term, as completion is at 90% for both projects. Ongoing phased work at CSUF and OHSU allows our team to take on additional projects such as this. Key staff will be available for the duration of this project, and SZS is committed to ensuring that key personnel will be available as needed to complete the project.

- Fresno State University (CA), and Oregon Health Sciences University (OR): Multi-year phased projects are ongoing for the next 3 -4years.
  - Key staff involvement: 10% - 20% when phased work is underway, lasting roughly 3-4 months annually
- City of Concord (CA), and County of Del Norte (CA): ADA Self-evaluations and Transition Plans.
  - Both projects are in the final stages of report production and are awaiting feedback from our clients.
  - Key Staff involvement 5% - 10% weekly, with estimated completion for both projects in 2026.

The following provides a brief description of California projects undertaken within the past five (5) years by key staff that will be assigned to this project.

## 1. CITY OF FRESNO, CA

- ADA Self-evaluation and Transition Plan for the Fresno Area Express (FAX transit department)
- Assessments of over 2000 bus stops, multiple public outreach efforts, policy and practice review, Self-evaluation process, plan review, construction monitoring and staff training
- Developed a **statement of public commitment** and materials for kick-off meetings
- Overall program management and oversight for Self-evaluation process



- Additional contract for CASp Mentoring and Training in December 2021

**Project cost:** Original project cost: \$241,000

Final project cost: \$250,5400 due to addition of bus stops

**Firm responsibility percentage:** 100%

**Time period:** 2016 - present

**Schedule and budget:** All adhered to 100%

**Reference:** Brian Barr, Deputy Director

Fleet, Maintenance, Technology; Fresno Area Express Transit Division, Fresno, CA. 93706

Tel: 559.621.1418 or Email: Brian.Barr@fresno.gov

**CASp Mentoring project reference:** Joe Hinojosa, ADA Coordinator, Administration Division, Public Works Department Tel: (559) 621-8716 or Email: Joe.Hinojosa@fresno.gov

## 2. CITY OF MENLO PARK, CA

- ADA Self-evaluation and Transition Plan
- **38 facilities and PROW assessments**
- Assessment of buildings, parks and parking facilities, trails, and outdoor amenities
- Overall program management for Self-evaluation report
- An innovative process for **ADA Transition Plan** development applied to the PROW
- Development of **questionnaires for public outreach** and tabulation of results including demographic data for inclusion into the Self-evaluation report



**Project cost:** \$108,990 (no changes)

**Firm responsibility percentage:** 100%

**Time period:** 2020 - present

**Schedule and budget:** All adhered to 100%

**Reference:** Michael Fu, Senior Civil Engineer, City of Menlo Park CA Tel: (650) 330-6706, Email: [MGFu@menlopark.org](mailto:MGFu@menlopark.org)

## 3. CITY OF PALO ALTO, CA

ADA Self-evaluation and Transition Plan

- **94 facilities**, with additional services focusing on the development of an implementation schedule for barrier remediation in the PROW
- Developed a **statement of public commitment** to the process as required by US DOJ
- Assisted the city with a response to a **complaint brought by the FHWA** and were successful in achieving resolution
- **A website audit** was completed in December 2021



**Project cost:** Original project budget was \$228,310. Final project budget with added services for website audit, reprioritizing implementation plan and addition of multiple facilities: \$337,021

**Firm responsibility percentage:** 100%

**Time period:** 2017 – 2021

**Schedule and budget:** All adhered to 100%

**Reference:** Matt Rashke, Senior Civil Engineer  
 Tel: (650)496-5937 or email at [Matt.Raschke@CityofPaloAlto.org](mailto:Matt.Raschke@CityofPaloAlto.org)

#### 4. CITY OF CAPITOLA, CA

ADA Self-evaluation and Transition Plan

- **20 facilities and 26 one-way miles** of PROW
- Assessment of buildings, parks and parking facilities, trails, and outdoor amenities such as a fishing pier, ocean beach and viewing areas
- **Complex topography** of the City and residential areas with sidewalk provided only consistently in the downtown area
- Overall program management for **Self-evaluation process**
- **Feasibility study** was provided to examine pedestrian access
- **Plan review and input** on multiple alterations projects in the PROW



**Project cost:** \$125,000 (no changes)

**Firm responsibility percentage:** 100%

**Time period:** 2018 - present

**Schedule and budget:** All adhered to 100%

**Reference:** Kailash Mozumder, Public Works PM

Tel: (831) 475-7300 or Email: [kmozumder@ci.capitola.ca.us](mailto:kmozumder@ci.capitola.ca.us)

#### 5. CITY OF SACRAMENTO, CA

SZS team members have worked with the City of Sacramento since 2003 to provide ADA Access Compliance consulting services to develop policy and practice including field evaluation forms, standard operating procedures and ADA project status and performance reporting for updates to their 1994 ADA Transition Plan, capital improvement projects and various alterations projects. In many instances, SZS has defended the city against complaints and litigation involving physical facilities, policies and practices and the provision of programs, services and activities.



- ADA Self-evaluation and Transition Plan update for the PROW using a novel approach developed in consultation with FHWA
- Developed **policies and procedures** to improve pedestrian access routes
- ADA Transition Plan with the department of public works for over **1,600 miles of roadway** owned by the City
- Overall program management for Self-evaluation report
- **GIS mapping** and customized geodatabase shape files produced for the overall inventory of physical elements used by pedestrians and patrons using on-street parking

**Project cost:** \$123,583

**Firm responsibility percentage:** 100%

**Time period:** 2018 - present

**Schedule and budget:** All adhered to 100%

**Reference:** Phil Vulliet, Senior Engineer, Department of Public Works Civil Design Division, Tel: (916)808-5092 or email: PVulliet@cityofsacramento.org

## F. TIMELINE

All of our projects start with a kick-off meeting that brings each of the City stakeholders together to inform them of what to expect and how the project is intended to run. These meetings often provide insight into the entity's inner workings, which helps us tailor the project schedule and prioritization. Each project requires some flexibility when it comes to completing the field assessments. We know very well how a schedule can be impacted by ongoing construction, planned city events, staff meetings, or other actions beyond our control. Overall, these occurrences do not have an adverse impact on the assessment process because our team can adapt and move on from any momentary setback.

After the completion of the kick-off meeting, the work for the City kicks off, starting with compiling the necessary documentation needed to conduct the review of City policies, programs, and practices, as well as compiling documents needed for Szs staff to perform field investigations within City Facilities. We have developed a kick-off meeting checklist to guide our clients around the hurdles that exist at the start of every project.

At this stage, we also deploy the ADA/CBC Tool Kit, which will require City staff to fill out questionnaires online to aid in information gathering for the Self-evaluation process. The questionnaires typically are live for 45 days to allow City staff flexibility in participation. Modules within the survey can take anywhere from 30 minutes to 3 hours to complete, depending on the area of specialty. The ICT and Website review also starts at this time to ensure that City IT staff have time to digest the reports, ask questions, and start their remediation process within the overall SETP process.

The first public engagement/outreach meeting is scheduled at the start of the project to inform the public of the project and request feedback on potential pinch-points that can also help prioritize the scheduling of facility assessments. A second engagement/outreach meeting is also scheduled at the end of the process to present the findings from the entire process and elicit additional feedback from the public in the form of questionnaires.

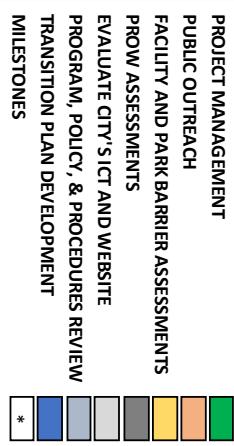
A communications plan including points of contact at each facility must be developed to inform key stakeholders at each facility of the process to ensure that the assessment schedule works for the programs they administer. The communications plan will allow Daniel to keep all key stakeholders apprised of our progress and the timing for arrival of field investigators at each facility. Floor plans or other drawings can be collected at this time for use in the inspections and as the basis for reference drawings contained in the ADA Access Compliance reporting (ACARs). Compiling documentation and establishing a communications plan for this process within a City can take some time to gather. For most projects, field investigations tend to start near the completion of the review of programs, policies, and procedures to allow our staff to ask additional questions once we are within the facilities, which can generate information that allows the efficient application of program access within the remediation plan. If community engagement identifies high priority facilities, the facilities or areas of the PROW identified can be prioritized early within the assessment schedule to allow for discussions with City staff to determine how best to alleviate any community-based concerns.

To ensure our firm meets the project timelines, Szs key staff are very hands-on early in the process to set the momentum of the project and establish effective means of communication to ensure City staff are aware of each of the moving parts. Weekly or bi-weekly meetings help keep the City informed of our progress, but most importantly, City staff need to be aware of the time commitment

on their part to enable the project to stay on schedule. The amount of documentation that is produced in the form of draft and final facility reports, recommendations to improve programmatic access, and draft and final Transition Plan Development documents will all take time out of the busy schedules of each key stakeholder tasked with the review process. Setting goals and tentative timelines early through communication with our stakeholders will be paramount to ensuring the success of the project.

A proposed schedule is provided on the following page:

CITY OF CERES - ADA SELF-EVALUATION AND TRANSITION PLAN		Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
<b>TASK 1: PROJECT MANAGEMENT</b>		1: Kick-off, Interim progress, and final completion meeting. Additional Misc. meetings to be held with City staff										*
2: Provide regular progress updates (e.g., weekly/monthly check-ins)												
3: Coordinate with various City departments as needed												
<b>TASK 2: SELF-EVALUATION AND EVALUATE POLICIES AND PRACTICES</b>		1: Conduct a review of all City PSA, policies, procedures, and practices involving people with disabilities.										
2: Prepare and distribute staff questionnaires (ADA/CBC Toolkit)												
3: Analyze and tabulate results from questionnaires (ADA/CBC Toolkit)												
4: Interview key City staff if necessary												
5: Identify modifications needed or recommended to City services, policies, and procedures												
<b>TASK 3A: FACILITY ASSESSMENTS: BUILDINGS AND PARKS</b>												
1: Compile necessary documentation and prepare for field investigations/surveys												
2: Conduct ADA accessibility surveys of City-owned facilities and parks (Field Surveys)												
3: Perform field survey data QA/QC												
4: Create and provide detailed reports with photos, findings, and recommendations for each facility												
<b>TASK 3B: FACILITY ASSESSMENTS: PUBLIC RIGHTS-OF-WAY (PROW)</b>												
1: Compile necessary documentation and prepare for field investigations/surveys												
2: Survey sidewalks, curb ramps, crosswalks, and pedestrian signals and document deficiencies (Field Surveys)												
3: Perform field survey data QA/QC												
4: Create and provide a detailed report and recommend corrective actions (GIS Data)												
<b>TASK 4: PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT</b>												
1: Engage with City staff and members of the public, including individuals with disabilities, to obtain input.												
<b>TASK 5: ADA SELF-EVALUATION AND TRANSITION PLAN DEVELOPMENT</b>												
1: Compile all findings and develop and provide the draft ADA Self-Evaluation and Transition Plan Update												
2: Update, finalize and provide the final ADA Self-Evaluation and Transition Plan												
<b>TASK 6: CITY STAFF TRAINING</b>												
1: Provide training or consultation to City staff as necessary												



## G.COST PROPOSAL

### SZS ENGINEERING - HOURLY RATES

Principal/Senior Project Manager	\$ 200.00
Policy & Practice Specialist	\$ 180.00
Project Manager	\$ 180.00
GIS Analyst	\$ 175.00
Project Coordinator	\$ 160.00
Field Investigators	\$ 130.00
Technical Staff	\$ 80.00

Fees indicated below shall be considered not to exceed amounts.

Hourly rate schedule will be for the entire duration of the contract.

TASK 1: PROJECT MANAGEMENT					
1: Kick-off, Interim progress, and final completion meeting. Additional Misc. meetings to be held with City staff	Principal/Senior Project Manager	10	\$ 200.00	\$ 2,000.00	
	Project Manager	10	\$ 180.00	\$ 1,800.00	
	Policy & Practice Specialist	4	\$ 180.00	\$ 720.00	
2: Provide regular progress updates (e.g., weekly/monthly check-ins)	Project Manager	6	\$ 180.00	\$ 1,080.00	
3: Coordinate with various City departments as needed	Project Manager	12	\$ 180.00	\$ 2,160.00	
<b>OTAL NOT TO EXCEED TASK 1</b>		<b>42</b>		<b>\$ 7,760.00</b>	
TASK 2: SELF-EVALUATION AND EVALUATE POLICIES AND PRACTICES					
1: Conduct a review of all City PSA, policies, procedures, and practices involving people with disabilities.	Policy & Practice Specialist	40	\$ 180.00	\$ 7,200.00	
2: Prepare and distribute staff questionnaires (ADA/CBC Toolkit)	Project Manager	4	\$ 180.00	\$ 720.00	
3: Analyze and tabulate results from questionnaires (ADA/CBC Toolkit)	Policy & Practice Specialist	10	\$ 180.00	\$ 1,800.00	
	Technical Staff	2	\$ 80.00	\$ 160.00	
4: Interview key City staff if necessary	Policy & Practice Specialist	6	\$ 180.00	\$ 1,080.00	
	Project Manager	6	\$ 180.00	\$ 1,080.00	
5: Identify modifications needed or recommended to City services, policies, and procedures to finalize the Self-Evaluation Report	Policy & Practice Specialist	8	\$ 180.00	\$ 1,440.00	
	Project Manager	2	\$ 180.00	\$ 360.00	
<b>OTAL NOT TO EXCEED TASK 2</b>		<b>78</b>		<b>\$ 13,840.00</b>	
TASK 3A: FACILITY ASSESSMENTS - BUILDINGS AND PARKS					
1: Compile necessary documentation and prepare for field investigations/surveys	Project Manager	6	\$ 180.00	\$ 1,080.00	
2: Conduct ADA accessibility surveys of City-owned facilities and parks (Field Surveys)	Field Investigators	480	\$ 130.00	\$ 62,400.00	
3: Perform field survey data QA/QC	Project Coordinator	140	\$ 160.00	\$ 22,400.00	
4: Create and provide detailed reports with photos, findings, and recommendations for each facility (with GIS-compatible data, photos, cost estimates)	Project Manager	36	\$ 180.00	\$ 6,480.00	
	GIS Analyst	10	\$ 175.00	\$ 1,750.00	
	Technical Staff	28	\$ 80.00	\$ 2,240.00	
<b>OTAL NOT TO EXCEED TASK 3A</b>		<b>700</b>		<b>\$ 96,350.00</b>	
TASK 3B: FACILITY ASSESSMENTS - PUBLIC RIGHT-OF-WAY (PROW)					
1: Compile necessary documentation and prepare for field investigations/surveys	Project Manager	4	\$ 180.00	\$ 720.00	
2A: Conduct ADA accessibility surveys of City-owned facilities and parks (Sidewalks)	Field Investigators	700	\$ 130.00	\$ 91,000.00	
2B: Conduct ADA accessibility surveys of City-owned facilities and parks (Curb Ramps)	Field Investigators	600	\$ 130.00	\$ 78,000.00	
2C: Conduct ADA accessibility surveys of City-owned facilities and parks (Pedestrian Signals)	Field Investigators	90	\$ 130.00	\$ 11,700.00	
3: Perform field survey data QA/QC	GIS Analyst	20	\$ 175.00	\$ 3,500.00	
4: Create and provide detailed reports with photos, findings, and recommendations for each facility (with GIS-compatible data, photos, cost estimates)	Project Manager	12	\$ 180.00	\$ 2,160.00	
	GIS Analyst	4	\$ 175.00	\$ 700.00	
	Technical Staff	3	\$ 80.00	\$ 240.00	
<b>OTAL NOT TO EXCEED TASK 3B</b>		<b>1433</b>		<b>\$ 188,020.00</b>	

<b>TASK 4: PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT</b>					
1: Engage with City staff and members of the public, including individuals with disabilities, to obtain input. (2 public outreach meetings)	Principal/Senior Project Manager	12	\$ 200.00	\$ 2,400.00	
	Project Manager	12	\$ 180.00	\$ 2,160.00	
	Technical Staff	6	\$ 80.00	\$ 480.00	
<b>OTAL NOT TO EXCEED TASK 4</b>		<b>30</b>		<b>\$ 5,040.00</b>	
<b>TASK 5: ADA SELF-EVALUATION AND TRANSITION PLAN DEVELOPMENT</b>					
1: Compile all findings and develop and provide the draft ADA Self-Evaluation and Transition Plan Update	Principal/Senior Project Manager	28	\$ 200.00	\$ 5,600.00	
	Project Manager	16	\$ 180.00	\$ 2,880.00	
	Technical Staff	8	\$ 80.00	\$ 640.00	
2: Update, finalize and provide the final ADA Self-Evaluation and Transition Plan	Project Manager	16	\$ 180.00	\$ 2,880.00	
	GIS Analyst	8	\$ 175.00	\$ 1,400.00	
	Technical Staff	30	\$ 80.00	\$ 2,400.00	
<b>OTAL NOT TO EXCEED TASK 5</b>		<b>106</b>		<b>\$ 15,800.00</b>	
<b>TASK 6: CITY STAFF TRAINING</b>					
1: Provide training or consultation to City staff as necessary	Principal/Senior Project Manager	24	\$ 200.00	\$ 4,800.00	
	Project Manager	12	\$ 180.00	\$ 2,160.00	
<b>OTAL NOT TO EXCEED TASK 6</b>		<b>36</b>		<b>\$ 6,960.00</b>	
<b>REIMBURSABLES</b>					
Reimbursables	Travel (Gas and Airfare)			\$ 1,500.00	
	Accommodations			\$ 10,000.00	
	Per Diem			\$ 6,500.00	
<b>OTAL NOT TO EXCEED REIMBURSABLES</b>				<b>\$ 18,000.00</b>	
<b>GRAND TOTAL</b>				<b>\$ 351,770.00</b>	



## Budget Amendment No.

Fiscal Year 2025/2026

Reference Resolution No . 2026- , dated January 12, 2026, authorizing appropriations for  
2026 ADA Self Evaluation and Transition Plan \$351,770

as follows:

## Appropriations:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
General Fund	10095	800500	New	\$ 125,000.00
Measure L - Local	27195	800500	New	75,590.00
Water Enterprise	52795	800500	New	75,590.00
Sewer Enterprise	56795	800500	New	75,590.00

Requested Appropriation	\$ 351,770.00
Current Appropriation	0.00
Total Appropriation	\$ 351,770.00

## Estimated Revenues:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount

Additional Estimated Revenue	\$ 0.00
Current Estimated Revenue	
Total Estimated Revenue	\$ 0.00

Fiscal Impact: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

Trenton Johnson, Police Chief

[trenton.johnson@ci.ceres.ca.us](mailto:trenton.johnson@ci.ceres.ca.us), (209) 538-5725

**CONTACT:**

Keith Griebel, Lieutenant

[keith.griebel@ci.ceres.ca.us](mailto:keith.griebel@ci.ceres.ca.us), (209) 538-5723

**SUBJECT:**

**Resolution No. 2026-XXX, Approving a Five-Year Service Agreement with Motorola Solutions for ScoutCare Dispatch Console Radio Software Maintenance for a Total Cost of \$39,953.25 and Authorizing the City Manager to Execute the Agreement**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council authorize the City Manager to enter into a Five-Year Service Agreement with Motorola Solutions for ScoutCare Dispatch console Radio Software Maintenance for a total cost of \$39,953.25 and authorizing the City Manager to execute the agreement.

#### **I. BACKGROUND:**

In 2016, the Police Department relocated the 911 Dispatch Center to the second floor of the police building. As part of the move, the center underwent a full upgrade, including new furniture and the installation of Motorola (formerly AVTEC) radios. Motorola provided proprietary software maintenance for these radios through 2021. However, since that time, the Dispatch Center has operated without a maintenance agreement. As a result, the Motorola radios have not received any software updates or support for the past five (5) years.

#### **II. REASONS FOR RECOMMENDATION:**

Entering into this five-year (5-year) agreement will reinstate essential software maintenance services for our Dispatch radios. The agreement includes critical support such as regular software upgrades, remote factory support via telephone, 24/7

emergency assistance, and recurring training for personnel responsible for radio hardware maintenance.

**III. FISCAL IMPACTS:**

The first year of this agreement was effective on November 1, 2025 and will need to be paid retroactively to this start day. Funding for the first year of this agreement, in the amount of \$7,990.65, was included in the current budget under account 26210.029900. Staff will continue to allocate funds for this expense in subsequent annual budgets.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

Council could choose not to approve this service agreement. Staff would then continue to function as they have since 2021, with no software maintenance and no potential to upgrade our Dispatch radios with Motorola in the future.

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Following Council approval, the Service Agreement will be routed through the City Clerk's office for the appropriate signatures.

Approved by:



\_\_\_\_\_  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Service Agreement
3. Attachment C – Service Agreement Quote

**RESOLUTION NO. 2026-XXX**

**APPROVING A FIVE-YEAR SERVICE AGREEMENT WITH MOTOROLA  
SOLUTIONS FOR SCOUTCARE DISPATCH CONSOLE RADIO SOFTWARE  
MAINTENANCE FOR A TOTAL COST OF \$39,953.25 AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AGREEMENT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the Police 911 Dispatch Center has been using Motorola Solutions (formerly AVTEC) radios since 2016; and

**WHEREAS**, Motorola Solutions provided software maintenance from 2016 through 2021; and

**WHEREAS**, the Department's Dispatch radios have not received any proprietary software maintenance for five (5) years; and

**WHEREAS**, entering into this five-year agreement will once again provide the needed maintenance for our Dispatch radios.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres hereby approves a five-year service agreement with Motorola Solutions for ScoutCare Dispatch Console Radio Software Maintenance for a total cost of \$39,953.25 and authorizes the City Manager to execute the agreement.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on 12<sup>th</sup> day of January 2026 by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk





## SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Date: 17-NOV-2025

Company Name: Ceres, City Of
Attn.: Keith Griebel
Billing Address: 2720 Second St
City, State, Zip Code: Ceres, CA 95307
Customer Contact: Keith Griebel
Phone: 209-538-5723

Contract Number: USC001321111  
Contract Modifier:

P.O.#: N/A  
Customer #: 1035330406  
Bill to Tag#: 0001  
Contract Start Date: 11-NOV-2025  
Contract End Date: 10-NOV-2030  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	EXTENDED AMT
		***** Recurring Services *****	
	SCOUTCARE-T1	Year 1: SCOUTCARE,SOFTWARE EXTENDED MAINT. OPTION,TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 2: SCOUTCARE,SOFTWARE EXTENDED MAINT. OPTION,TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 3: SCOUTCARE,SOFTWARE EXTENDED MAINT. OPTION,TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 4: SCOUTCARE,SOFTWARE EXTENDED MAINT. OPTION,TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 5: SCOUTCARE,SOFTWARE EXTENDED MAINT. OPTION,TIER 1	\$7,990.65
			Sub Total for Years 1-5
			\$39,953.25
			Taxes
			\$0.00
			Grand Total for Years 1-5
			\$39,953.25
<p><b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b></p> <p>Invoiced Annually, If one-time ("up front") billing is preferred, please advise. Please include all lines on PO.</p> <p>Scout Care on additional licenses purchased, during the term of this contract, will be prorated and added to the following year's invoice.</p>			
<p>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS</p>			

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<hr/> CUSTOMER (PRINT NAME)		
<u>Scott Suyak</u>	MSSSI Vice President	November 26, 2025
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
<u>SCOTT SUYAK</u>	8475146593	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Ceres, City Of  
Contract Number : USC001321111  
Contract Modifier :  
Contract Start Date : 11-NOV-2025  
Contract End Date : 10-NOV-2030

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement or applicable Statement of Work.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

## **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES**

All software, SUA, video, and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at:

[https://www.motorolasolutions.com/en\\_us/about/legal/communications\\_terms.html](https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html).

**Section 18. GENERAL TERMS**

18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the state in which the Services are performed.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement

shall be treated as and shall have the same effect as an original signed copy of this document

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay

Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential

information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

#### **Cybersecurity Online Terms Acknowledgement**

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

# ScoutCare™ Maintenance & Support Statement of Work

## DEFINITIONS

**“Controlled Deployment”** means a confidential and limited release of Software to particular Customer(s) for testing and evaluation purposes.

**“Defect”** means a failure of Software to operate substantially in accordance with Motorola’s written Specifications for such Software; provided, that (a) any such failure is reproducible by Motorola under Motorola’s customary testing procedures; (b) the failure results in substantial degradation of Customer’s system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Motorola in writing within the applicable warranty period. Motorola does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

**“General Commercial Availability (“GCA”)**” means the release date that the Software is made available for commercial sale to the public following Motorola’s determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Motorola.

**“Maintenance”** means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where Customer opts to purchase ScoutCare coverage.

**“Maintenance Availability”** means that Maintenance shall be available for all periods when Customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

**“Major Release”** means a Software distribution by Motorola that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Motorola distributes 2 Major Releases per calendar year. Motorola shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

**“Minor Release”** means a Software distribution by Motorola that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.

**“Patch”** means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Motorola will include the term “Patch” in the GCA release documentation.

**“Product(s)”** means any ScoutCare hardware (and related parts and supplies) or computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Motorola during the term of each Maintenance and Support period.

**“ScoutCare”** means Motorola’s Software Maintenance and Support for licensed Software as described in Appendix A.

**“Software”** means all Motorola owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

**“Specifications”** means the Specifications for a Product or Service set forth in Motorola’s most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

**“Support”** means that Motorola will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer’s use of the Software. Support services shall be provided to Customer’s Tier 1 support personnel (“**Support Representatives**”), who have completed Scout system administrative training class, and shall be reasonably competent in the use and operation of Motorola’s products. Only Support Representatives will contact Motorola for Support purposes. Motorola will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

**“Warranty” as to Products.** The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Motorola to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Motorola at Customer’s site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Motorola shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Motorola technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

**“Version”** means the distribution of licensed Software by Motorola such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.

## SCOUTCARE™ MAINTENANCE & SUPPORT

### Software Maintenance and Support Services.

1. In consideration of fees, Motorola shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the "Services").
  - a. Major Releases, Minor Releases, and Patches.
  - b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Motorola holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
  - c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
  - d. Secure access to an online Customer portal to access information resources for Motorola Products.
  - e. Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
  - f. Scout Administrative Training Class (online or at Motorola Headquarters) for two (2) individuals, per location, identified by Customer Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses.
2. **Cancellation of Current Contracts** By signing this agreement, Motorola agrees to cancel all current ScoutCare maintenance contracts with Customer. Payment of any outstanding invoices will be required.
3. **ScoutCare Software Maintenance Fee.** Customer shall pay Motorola an annual fee based on a percentage of price of software licenses. The annual coverage will begin 90 days after the equipment ships, or upon Customer acceptance, whichever occurs first. Renewal coverage will start on contract renewal.. Motorola shall submit single line Invoice(s) to Customer annually. Payment for Invoices are due Net 30 from Invoice delivery.
  - a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
  - b. Motorola will provide an audit of the software licenses on an annual basis.
  - c. With a 5 year contract, Motorola will not increase the rate payable on an annual basis.
4. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance Customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
  - a. Hardware Maintenance fees shall be quoted based on hardware purchased.
  - b. Motorola will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the Customer exclusive of shipping to Motorola's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
  - c. Due to product changes, component obsolescence, and parts availability, Motorola cannot always guarantee an exact form, fit, and function replacement component for the defective item. Motorola will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Motorola.
  - d. Equipment must be returned via Motorola's Return Merchandise Authorization

(“RMA”) program and identified as covered under ScoutCare hardware maintenance. Motorola will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.

- e. Firmware and hardware update modifications will be applied to returned items as needed, at Motorola’s discretion.

## 5. Term and Termination

- a. For a (5) year ScoutCare Contract - The term of the Agreement shall be five (5) years and will be eligible for renewal at then current rates. Customer may terminate this agreement, in writing, for any reason, however, doing so will require a payment to Motorola of 25% of the total remaining value of the agreement within 45 days of the termination notice period. Upon termination, Motorola will no longer provide any ScoutCare services. In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Motorola breaches the agreement, a pro-rated refund will be provided for the remaining period.

## 6. ScoutCare Lapse and Reinstatement Fee.

Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.

## 7. Exclusions

- a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Motorola, unless explicitly quoted by Motorola.
- b. ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes Customer’s network infrastructure, Customer supplied computers, software applications, radio/telephony systems and accessories not provided by Motorola.
- c. Hardware Maintenance includes only items supplied by Motorola and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

## 8. Third Party Device Support.

Motorola does not provide support for third party hardware and software that is not supplied by Motorola as a part of the console system.

## 9. Eligibility for New Releases.

In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.

- 10. Warranty Disclaimer.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MOTOROLA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. MOTOROLA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. Limitation of Liability and Remedies.** THE LIABILITY OF MOTOROLA ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY MOTOROLA UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO MOTOROLA FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST MOTOROLA SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH MOTOROLA SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## Appendix A

### ScoutCare™ Maintenance and Support Services

#### Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.
4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Motorola console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Motorola Products are included.

#### Remote Support

Motorola maintains a team of Support engineers for telephone and remote support of Motorola systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Motorola systems are mission/business critical to our Customers and integrate into complex IP environments, so Motorola takes support seriously. Motorola's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and Customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Motorola continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

#### Technical Training Classes

ScoutCare provides training online or at Motorola's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons (or 1 person in the Advanced Class). Additional personnel may attend at Motorola's normal rates. (Travel and daily expenses are not included.)

## Option for Hardware Maintenance

Motorola offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at Customer expense to Motorola's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance Customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The Customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Motorola manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

## Customer Responsibilities

- Customer will be responsible to designate an on-site technical support person (Customer employee or Motorola) with current (within three years) training certification on the Motorola system. That person(s) will be responsible to communicate and work toward problem resolution with the Motorola Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Motorola.
- It is recommended when practical that Customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Motorola, Customer will provide Motorola with remote access into the system in order for Motorola to troubleshoot issues.
- Upon notice from Motorola of a new version release, Customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

## **Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers**

Tier-1 trained technical resources at Customer site locations are critical to properly evaluate communication system issues, to complete “first look” maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Motorola provides dispatcher and system administrator training for all dispatch console end-user Customers and/or their Tier-1 local support providers. Motorola Customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC facility.

Motorola is available 7x24x365 to provide support for systems under warranty, and for Customers on ScoutCare™. Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the Customer locations.

In the event a Customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Motorola can provide pricing for Tier-1 local/on-site support via Motorola employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Motorola enables local support resources to perform the following functions:

1. Attend system administrator training.
  - a. Access the Motorola Customer Portal for technical documentation.
2. Act as the primary liaison with Motorola Customer Support (CS) for all Motorola dispatch console technical matters.
3. Perform “first look” maintenance for any suspected dispatch console related issues. First look, or Tier- 1 maintenance expectations include:
  - a. Respond to initial dispatcher requests for technical support.
    - i. Perform preliminary fault isolation. Eliminate the Customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
    - ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
    - iii. Verify unicast and multicast traffic flow.
  - b. Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Motorola CS engineers.
  - c. Open and track Tier-2 tickets with Motorola CS.
  - d. Coordinate all Motorola Tier-2 maintenance activity with local site end-users.
  - e. Complete any locally required maintenance tasks under the direction of Motorola CS Tier-2 engineering.
  - f. Perform all local moves, additions, and changes (basic system administrator actions).
  - g. Perform console, VPGate, Frontier resets.
  - h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
  - i. Record fault data.
    - i. Indications (i.e., no PTT, no TX or RX, console locked up).
    - ii. Date and Time.
    - iii. Impact/Severity of Outage.
    - iv. Collect and upload Log files as needed to the Motorola FTP server.
    - v. Network packet capture (PCAPS) from consoles and VPGate.

- j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
- k. Physical HW replacement in the event of failure.
- l. Training of new end-users after preliminary training by Motorola has been provided.
- m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Motorola as needed for Tier-2 support.
- n. Utilize the “Scout Issue Resolution Checklist” (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Motorola engineering resources are available to support our Customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Abe Gibson, Director of Customer Success at +1.803.358.3312.

## **Motorola Responsibilities**

Services to be provided for Customer under the ScoutCare program:

- 1. Motorola will provide remote Technical Support (described below) for Customer during Motorola’s normal Operating hours (defined below).
- 2. Motorola will provide remote Technical Support for Customer for Critical Priority issues (defined below), at any time.
- 3. Motorola will provide hardware replacement service (RMA Support) for Customer during Motorola’s normal Operating hours (defined below).
- 4. RMA repair request is made from Customer; RMA is processed within 4 business hours of form submission.
- 5. RMA advance replacement request is made from Customer; form complete and RMA is processed within 2 hours.
- 6. 90% of the calls will be responded to within 60 seconds during Motorola business hours.
- 7. 90% of calls will be responded to within 180 seconds after business hours and on weekends.
- 8. Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

## Motorola Responses by Priority Status

<b>Priority:</b>	<b>Critical</b>
<b>Definition</b>	Customer's system is substantially degraded and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue will be worked continuously until resolution
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to Customer will be made every 2 hours until resolution.
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and Customer is satisfied with resolution.

<b>Priority:</b>	<b>Urgent</b>
<b>Definition</b>	Limited operational impact, able to work but with limitations
<b>Response Time</b>	60 Minutes
<b>Resolution</b>	Issue will be worked on a priority basis

<b>Priority:</b>	<b>Normal</b>
<b>Definition</b>	No impact to business, questions or informational
<b>Response Time</b>	1 Business Day
<b>Resolution Commitment</b>	Issue will be queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.

<b>Call Closure Requirement</b>	Call will be closed when Customer accepts resolution.
---------------------------------	---

## Contacts & Operating Hours

### Contact Phone Numbers & Email

- +1.803.358.3601 (Toll-free for US and Canada)
- +1.800.545.3034
- [avtec.customer.support@motorolasolutions.com](mailto:avtec.customer.support@motorolasolutions.com)
- [avtecrmrequest@motorolasolutions.com](mailto:avtecrmrequest@motorolasolutions.com)

### Location of Service Delivery

- 100 Innovation Place, Lexington, SC 29072 USA

### Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

### Motorola Holiday List

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	July 4th Christmas Eve
Labor Day	Christmas Day

### Escalation Contacts

Additional assistance is available to ScoutCare Customers via Motorola's escalation process. In the event a ScoutCare Customer is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Mike Ridge, Customer Support Manager Direct Dial:  
+1.803.358.3415  
Email: [Mike.Ridge@motorolasolutions.com](mailto:Mike.Ridge@motorolasolutions.com)

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any Customer matter that cannot be resolved by the Customer Support team or by Customer Support Managers please contact:

Abe Gibson, Director of Customer Success Phone:  
+1.803.358.3412  
Email: [abe.gibson@motorolasolutions.com](mailto:abe.gibson@motorolasolutions.com)





# SERVICES QUOTATION

Quote Creator: Jennifer Fiengo

Email: Jennifer.Fiengo@motorolasolutions.com

Phone:

Quote Number: QUOTE-3334905

Quote Expiration Date: 12-08-2025

Net Total: \$39,953.25

Date: 10/09/2025

Company Name: CERES, CITY OF	Customer Number: 1035330406
Billing Address: 2720 SECOND ST	Service Start Date: 11-11-2025
City, State, Zip: CERES, CA, 95307	Service End Date: 11-10-2030
Customer Contact:	
Phone:	

Qty	Service Name	Service Description	Extended Amt
	SCOUTCARE-T1	Year 1: SCOUTCARE, SOFTWARE EXTENDED MAINT. OPTION, TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 2: SCOUTCARE, SOFTWARE EXTENDED MAINT. OPTION, TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 3: SCOUTCARE, SOFTWARE EXTENDED MAINT. OPTION, TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 4: SCOUTCARE, SOFTWARE EXTENDED MAINT. OPTION, TIER 1	\$7,990.65
	SCOUTCARE-T1	Year 5: SCOUTCARE, SOFTWARE EXTENDED MAINT. OPTION, TIER 1	\$7,990.65
		Subtotal - Recurring Services - Years 1-5	\$39,953.25
		Subtotal - One-Time Event Services	\$0.00
		Total - Years 1-5	\$39,953.25
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

## SPECIAL INSTRUCTIONS:

Invoiced Annually, If one-time ("up front") billing is preferred, please advise. Please include all lines on PO.

ScoutCare on additional licenses purchased, during the term of this contract, will be prorated and added to the following year's invoice.

We will be happy to supply any further information you may need and trust that you will call on us to fill your order, which will receive our prompt and careful attention. This quote is provided for informational (or budgetary) purposes only and does not constitute an offer to sell.

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay

Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential

information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

#### **Cybersecurity Online Terms Acknowledgement**

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

# ScoutCare™ Maintenance & Support Statement of Work

## DEFINITIONS

**“Controlled Deployment”** means a confidential and limited release of Software to particular Customer(s) for testing and evaluation purposes.

**“Defect”** means a failure of Software to operate substantially in accordance with Motorola’s written Specifications for such Software; provided, that (a) any such failure is reproducible by Motorola under Motorola’s customary testing procedures; (b) the failure results in substantial degradation of Customer’s system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Motorola in writing within the applicable warranty period. Motorola does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

**“General Commercial Availability (“GCA”)**” means the release date that the Software is made available for commercial sale to the public following Motorola’s determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Motorola.

**“Maintenance”** means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where Customer opts to purchase ScoutCare coverage.

**“Maintenance Availability”** means that Maintenance shall be available for all periods when Customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

**“Major Release”** means a Software distribution by Motorola that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Motorola distributes 2 Major Releases per calendar year. Motorola shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

**“Minor Release”** means a Software distribution by Motorola that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.

**“Patch”** means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Motorola will include the term “Patch” in the GCA release documentation.

**“Product(s)”** means any ScoutCare hardware (and related parts and supplies) or computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Motorola during the term of each Maintenance and Support period.

**“ScoutCare”** means Motorola’s Software Maintenance and Support for licensed Software as described in Appendix A.

**“Software”** means all Motorola owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

**“Specifications”** means the Specifications for a Product or Service set forth in Motorola’s most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

**“Support”** means that Motorola will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer’s use of the Software. Support services shall be provided to Customer’s Tier 1 support personnel (“**Support Representatives**”), who have completed Scout system administrative training class, and shall be reasonably competent in the use and operation of Motorola’s products. Only Support Representatives will contact Motorola for Support purposes. Motorola will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

**“Warranty” as to Products.** The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Motorola to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Motorola at Customer’s site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Motorola shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Motorola technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

**“Version”** means the distribution of licensed Software by Motorola such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.

## SCOUTCARE™ MAINTENANCE & SUPPORT

### Software Maintenance and Support Services.

1. In consideration of fees, Motorola shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the “Services”).
  - a. Major Releases, Minor Releases, and Patches.
  - b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Motorola holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
  - c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
  - d. Secure access to an online Customer portal to access information resources for Motorola Products.
  - e. Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
  - f. Scout Administrative Training Class (online or at Motorola Headquarters) for two (2) individuals, per location, identified by Customer Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses.
2. **Cancellation of Current Contracts** By signing this agreement, Motorola agrees to cancel all current ScoutCare maintenance contracts with Customer. Payment of any outstanding invoices will be required.
3. **ScoutCare Software Maintenance Fee.** Customer shall pay Motorola an annual fee based on a percentage of price of software licenses. The annual coverage will begin 90 days after the equipment ships, or upon Customer acceptance, whichever occurs first. Renewal coverage will start on contract renewal.. Motorola shall submit single line Invoice(s) to Customer annually. Payment for Invoices are due Net 30 from Invoice delivery.
  - a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
  - b. Motorola will provide an audit of the software licenses on an annual basis.
  - c. With a 5 year contract, Motorola will not increase the rate payable on an annual basis.
4. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance Customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
  - a. Hardware Maintenance fees shall be quoted based on hardware purchased.
  - b. Motorola will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the Customer exclusive of shipping to Motorola’s headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
  - c. Due to product changes, component obsolescence, and parts availability, Motorola cannot always guarantee an exact form, fit, and function replacement component for the defective item. Motorola will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Motorola.
  - d. Equipment must be returned via Motorola’s Return Merchandise Authorization

(“RMA”) program and identified as covered under ScoutCare hardware maintenance. Motorola will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.

- e. Firmware and hardware update modifications will be applied to returned items as needed, at Motorola’s discretion.

## 5. Term and Termination

- a. For a (5) year ScoutCare Contract - The term of the Agreement shall be five (5) years and will be eligible for renewal at then current rates. Customer may terminate this agreement, in writing, for any reason, however, doing so will require a payment to Motorola of 25% of the total remaining value of the agreement within 45 days of the termination notice period. Upon termination, Motorola will no longer provide any ScoutCare services. In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Motorola breaches the agreement, a pro-rated refund will be provided for the remaining period.

## 6. ScoutCare Lapse and Reinstatement Fee.

Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.

## 7. Exclusions

- a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Motorola, unless explicitly quoted by Motorola.
- b. ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes Customer’s network infrastructure, Customer supplied computers, software applications, radio/telephony systems and accessories not provided by Motorola.
- c. Hardware Maintenance includes only items supplied by Motorola and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

## 8. Third Party Device Support.

Motorola does not provide support for third party hardware and software that is not supplied by Motorola as a part of the console system.

## 9. Eligibility for New Releases.

In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.

- 10. Warranty Disclaimer.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MOTOROLA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. MOTOROLA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. Limitation of Liability and Remedies.** THE LIABILITY OF MOTOROLA ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY MOTOROLA UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO MOTOROLA FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST MOTOROLA SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH MOTOROLA SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## Appendix A

### ScoutCare™ Maintenance and Support Services

#### Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.
4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Motorola console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Motorola Products are included.

#### Remote Support

Motorola maintains a team of Support engineers for telephone and remote support of Motorola systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Motorola systems are mission/business critical to our Customers and integrate into complex IP environments, so Motorola takes support seriously. Motorola's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and Customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Motorola continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

#### Technical Training Classes

ScoutCare provides training online or at Motorola's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons (or 1 person in the Advanced Class). Additional personnel may attend at Motorola's normal rates. (Travel and daily expenses are not included.)

## Option for Hardware Maintenance

Motorola offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at Customer expense to Motorola's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance Customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The Customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Motorola manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

## Customer Responsibilities

- Customer will be responsible to designate an on-site technical support person (Customer employee or Motorola) with current (within three years) training certification on the Motorola system. That person(s) will be responsible to communicate and work toward problem resolution with the Motorola Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Motorola.
- It is recommended when practical that Customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Motorola, Customer will provide Motorola with remote access into the system in order for Motorola to troubleshoot issues.
- Upon notice from Motorola of a new version release, Customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

## **Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers**

Tier-1 trained technical resources at Customer site locations are critical to properly evaluate communication system issues, to complete “first look” maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Motorola provides dispatcher and system administrator training for all dispatch console end-user Customers and/or their Tier-1 local support providers. Motorola Customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC facility.

Motorola is available 7x24x365 to provide support for systems under warranty, and for Customers on ScoutCare™. Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the Customer locations.

In the event a Customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Motorola can provide pricing for Tier-1 local/on-site support via Motorola employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Motorola enables local support resources to perform the following functions:

1. Attend system administrator training.
  - a. Access the Motorola Customer Portal for technical documentation.
2. Act as the primary liaison with Motorola Customer Support (CS) for all Motorola dispatch console technical matters.
3. Perform “first look” maintenance for any suspected dispatch console related issues. First look, or Tier- 1 maintenance expectations include:
  - a. Respond to initial dispatcher requests for technical support.
    - i. Perform preliminary fault isolation. Eliminate the Customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
    - ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
    - iii. Verify unicast and multicast traffic flow.
  - b. Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Motorola CS engineers.
  - c. Open and track Tier-2 tickets with Motorola CS.
  - d. Coordinate all Motorola Tier-2 maintenance activity with local site end-users.
  - e. Complete any locally required maintenance tasks under the direction of Motorola CS Tier-2 engineering.
  - f. Perform all local moves, additions, and changes (basic system administrator actions).
  - g. Perform console, VPGate, Frontier resets.
  - h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
  - i. Record fault data.
    - i. Indications (i.e., no PTT, no TX or RX, console locked up).
    - ii. Date and Time.
    - iii. Impact/Severity of Outage.
    - iv. Collect and upload Log files as needed to the Motorola FTP server.
    - v. Network packet capture (PCAPS) from consoles and VPGate.

- j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
- k. Physical HW replacement in the event of failure.
- l. Training of new end-users after preliminary training by Motorola has been provided.
- m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Motorola as needed for Tier-2 support.
- n. Utilize the “Scout Issue Resolution Checklist” (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Motorola engineering resources are available to support our Customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Abe Gibson, Director of Customer Success at +1.803.358.3312.

## **Motorola Responsibilities**

Services to be provided for Customer under the ScoutCare program:

- 1. Motorola will provide remote Technical Support (described below) for Customer during Motorola’s normal Operating hours (defined below).
- 2. Motorola will provide remote Technical Support for Customer for Critical Priority issues (defined below), at any time.
- 3. Motorola will provide hardware replacement service (RMA Support) for Customer during Motorola’s normal Operating hours (defined below).
- 4. RMA repair request is made from Customer; RMA is processed within 4 business hours of form submission.
- 5. RMA advance replacement request is made from Customer; form complete and RMA is processed within 2 hours.
- 6. 90% of the calls will be responded to within 60 seconds during Motorola business hours.
- 7. 90% of calls will be responded to within 180 seconds after business hours and on weekends.
- 8. Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

## Motorola Responses by Priority Status

<b>Priority:</b>	<b>Critical</b>
<b>Definition</b>	Customer's system is substantially degraded and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue will be worked continuously until resolution
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to Customer will be made every 2 hours until resolution.
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and Customer is satisfied with resolution.

<b>Priority:</b>	<b>Urgent</b>
<b>Definition</b>	Limited operational impact, able to work but with limitations
<b>Response Time</b>	60 Minutes
<b>Resolution</b>	Issue will be worked on a priority basis

<b>Priority:</b>	<b>Normal</b>
<b>Definition</b>	No impact to business, questions or informational
<b>Response Time</b>	1 Business Day
<b>Resolution Commitment</b>	Issue will be queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.

<b>Call Closure Requirement</b>	Call will be closed when Customer accepts resolution.
---------------------------------	---

## Contacts & Operating Hours

### Contact Phone Numbers & Email

- +1.803.358.3601 (Toll-free for US and Canada)
- +1.800.545.3034
- [avtec.customer.support@motorolasolutions.com](mailto:avtec.customer.support@motorolasolutions.com)
- [avtecrmrequest@motorolasolutions.com](mailto:avtecrmrequest@motorolasolutions.com)

### Location of Service Delivery

- 100 Innovation Place, Lexington, SC 29072 USA

### Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

### Motorola Holiday List

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	July 4th Christmas Eve
Labor Day	Christmas Day

### Escalation Contacts

Additional assistance is available to ScoutCare Customers via Motorola's escalation process. In the event a ScoutCare Customer is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Mike Ridge, Customer Support Manager Direct Dial:  
+1.803.358.3415  
Email: [Mike.Ridge@motorolasolutions.com](mailto:Mike.Ridge@motorolasolutions.com)

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any Customer matter that cannot be resolved by the Customer Support team or by Customer Support Managers please contact:

Abe Gibson, Director of Customer Success Phone:  
+1.803.358.3412  
Email: [abe.gibson@motorolasolutions.com](mailto:abe.gibson@motorolasolutions.com)





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Sam Royal, Public Works Director  
[samir.royal@ci.ceres.ca.us](mailto:samir.royal@ci.ceres.ca.us), (209) 538-5717

**SUBJECT:** Public Works Monthly Report for November 2025

---

### **RECOMMENDED COUNCIL ACTION:**

Information only, no action required.

#### **I. BACKGROUND:**

Outlined below are the significant actions performed by the Public Works Department for the month of November 2025.

#### **FACILITY SERVICES:**

- Completed 87 Facilities Maintenance work orders including: 65 service requests for electrical/lighting, plumbing repairs, HVAC issues, locksmith tasks, general repairs, and 22 preventive maintenance services.
- Assisted First Security with the cleaning of the older duct detectors to prevent any further false alarms at City Hall/Annex. First Security will also upgrade the fire alarm panel for better performance.
- Assisted Dynamic Security with the installation of security cameras at the WWTP. Project is estimated to take a month for completion. The project also required the installation of a mini split to reduce the heat in the server room.
- Assisted Parks & Rec with event set-up and support for the annual Day of the Dead and the Music Festival events held at fourth Street and River Bluff Reginal Park. Events were well attended by the public.
- Continued clean-up of homeless camps/debris at Independence Park and Roeding Park with the assistance of Code Enforcement.

Maintenance activities performed by one (1) Supervisor, one (1) Senior Facilities Maintenance Worker, one (1) Facility Maintenance Workers, and four (4) Custodians. Two vacant positions, one vacant position in Custodial and one in Facilities Maintenance.

### **FLEET SERVICES:**

Completed 47 work orders.

#### **Fleet, Department 20**

- 5 Services

#### **Fire, Department 15**

- N/A

#### **Police, Department 10**

- Performed 16 Vehicle repairs
- 3 Code Enforcement Vehicle Repair
- Perform 3 SMOG Checks

#### **Streets, Department 30**

- Performed 8 Vehicle repairs
- Perform 2 SMOG Checks
- Replace 4 tiers on the Vacon 30-266-20

#### **Water, Department 35**

- Performed 1 Vehicle Repairs
- Perform 3 SMOG Checks

#### **Parks, Department 40**

- Perform 2 vehicle repairs
- Perform 2 SMOG Checks

#### **Wastewater, Department 25**

- Perform 8 vehicle repairs

#### **Facilities, Department 41**

- 2 vehicle repairs

Emergency and non-emergency City vehicles and equipment is maintained and repaired by one (1) Supervisor, two (2) Maintenance Mechanics, one (1) Vacant Senior Fleet mechanic position.

### **LANDSCAPE MAINTENANCE:**

Completed a total of 205 service requests in the following categories:

- Bike Path Repairs: 1
- City Grounds Maintenance: 4
- Park Landscape and Maintenance: 156

- Parks Landscape chemical usage: 0 gallons at parks
- Playground and Equipment Repairs; Several playground parts that were ordered with 120-day lead time for delivery, repair work will follow pending delivery.
- Playground and Equipment Inspections: 13 plus 1 repair
- Right of Way (ROW) Irrigation Repairs: 10 sprinklers
- Park Trees: 12 Trimmed, 1 removal by parks crews
- Customer Requests Tree or Limb Down: 8

Parks sprinklers repaired or replaced:

- Barry Grove – 0 maintenances.
- Costa Fields – 2 maintenances.
- Don Pedro – 4 vandalisms.
- Independence – 3 vandalisms.
- Ochoa Park – 2 Sprinkler System upgrades.
- Dog Park – 0 maintenances.
- Neel Park – 1 maintenance.
- Persephone – 1 maintenance.
- Redwood – 0 maintenance.
- River Bluff – 6 vandalisms.
- Riverview – 3 vandalism and 2 valves.
- Roeding Heights – 2 maintenances.
- Sam Ryno – 3 maintenances.
- Smyrna – 3 vandalisms.
- Strawberry – 1 maintenance.
- Whitmore – 1 vandalism.

Parks General Maintenance/Repairs:

- Graffiti removal at Sam Ryno (1), Strawberry (1), River Bluff (2), Roeding (1), Ochoa (1) Persephone (1), Smyrna (6), Don Pedro (2) Riverview (1) and Independence Park (1) By Parks crew
- WCA Currently handling emergency tree requests.
- Grid Prune Program is on hold due to FY 25-26 budget

## **Grounds**

Rights of Way (ROWS):

- River Road and Central repaired irrigation (2) existing. Valves missing common wires, valves need control puck to replace existing. Parts ordered.
- Started to turn off ROW irrigation for winter months.

## **Parks**

City Parks:

- Reduced days of watering in parks, due to cooler weather.
- Reset all SCADA in park. Still experiencing comms issue.

Sam Ryno:

- Sidecar motorcycle damaged.

Smyrna Park:

- Installing large slide 5/12 playground
- Repaired 7 trees stakes.
- Playground 2/5 damaged ABC wheel vandalism, Ordered replacement unit.

Costa Fields:

- No updates

Neel Park:

- Playground 5-12 walkway platforms repaired handrails.

Roeding Park:

- Flushed Well due to sand sediment.
- Changed 3 sprinkler heads due to sand.

Persephone:

- Replaced playground 5-12 steps to platform.

Independence Park:

- Playground closed due to Fire. Pending insurance claims for reimbursement.
- Fixed fence due to vandalism.

Riverview Park:

- Damaged 5/12 slide entrance area. Replaced with temporary fence.
- Waiting on Playground parts for repairs due to vandalism.

River Bluff Park:

- Repaired gate at entrance to lower area, due to vandalism.
- Trimmed 3 trees.
- Closed drive through areas and installed 3 bollards for access Lower Terrace.
- Repaired bridge south crossing, lower terrace.
- Prep work for Ceres Rush Tournament on 11/22 and 23
- Removed/ replaced Irrigation well VFD unit. Repaired

Guillermo Ochoa Park:

- In the process of installing 25- 6504 more sprinklers for better coverage.

City Parks Landscaping and Maintenance is performed by one (1) Supervisor, one (1) Sr. Parks Maintenance Worker, and Four (5) Park Maintenance Workers.

**SOLID WASTE & RECYCLING:**

- Highlights of solid waste and recycling collection by Bertolotti for **November** 2025:

▪ Residential.....	1,133.68 tons
▪ Commercial.....	1,641.05 tons
▪ Illegal dump/litter abate ( <i>code enforcement</i> )	6.60 tons
▪ Illegal dump/litter abate ( <i>Public Works staff</i> )	3.25 tons 16 locations
▪ Illegal dump (Bertolotti) .....	.19 tons, 2 locations
▪ Bulky items.....	33.28 tons, 135 locations
▪ Bulky recycling.....	1.44 tons
▪ Leaf/limb .....	216.38 tons
▪ Street Sweep.....	15.25 tons
▪ Residential Organics.....	454.27 tons
▪ Commercial Organics.....	141.08 tons
▪ Residential Recycle.....	277.08 tons
▪ Commercial Recycle .....	3.55 tons
▪ C&D (Construction/Demolition Debris)	9.97 tons
▪ Used oil.....	295 gallons
▪ Used oil filter.....	49

- There were 43 residential and commercial cart violations issued in November.
- There were 10 Leaf & Limb Program violations issued in November.
- The seasonal Leaf & Limb collection program started on October 1<sup>st</sup> and will end on January 9<sup>th</sup>, 2026. Collection of leaf & limb debris occurs on the day after the residence's scheduled recycling pick-up day. **This service is not provided for apartment complexes or businesses.** Piles will not be collected unless the following program rules are met:
  - o Limbs must be cut in lengths of four feet (4') or less and no larger than six inches (6") in diameter.
  - o Place loose leaves and limbs in piles at least one foot (1') away from the curb in front of your residence.
  - o Leaf and limb piles must not contain garbage, dirt, plastic bags, tree stumps, palm fronds, or grass clippings.
- The annual Community Free Disposal Day will be held on Saturday, February 7<sup>th</sup>, 2026, at the River Bluff Regional Sports Complex from 8am to 11:45am. The event is for large appliances/furniture disposal only (no household trash or organics) and will also have e-waste and mattress disposal services available. A maximum of 7 waste tires per load, and no loads larger than a pick-up truck will be allowed (NO TRAILERS). Participants must show their ID and City of Ceres utility bill at the gate. This year's event is not funded through the CalTrans Clean California grant (no longer available) but the waste tire disposal costs are covered through the CalRecycle Waste Tire Disposal grant.
- The 2026 City of Ceres Solid Waste Disposal Guide (Recycling Schedule) will be available on the city website on January 1<sup>st</sup>. This year the guide will only be available electronically; however, a hard copy can be requested by contacting the Public Works Department or Customer Service.

Solid Waste Division work is performed by one (1) Administrative Analyst.

## **STREETS SERVICES:**

- Staff responded to a total of 110 customer service requests.
- Staff responded to 194 USA's
- Patched 60 potholes
- Eliminated 45 sidewalk offsets
- Responded to 5 locations for graffiti removal
- Responded to 10 locations for blight removal
- Repaired 7 streetlights
- Deployed message boards for active shooter training
- Installed veteran's banners
- Conducted traffic control for Day of the Dead event
- Installed street light pole on Roeding, e/o Mitchell due to accident
- Cleaned 5 storm drain lift stations
- Cleaned 9 storm drain D1's
- Cleaned 3 storm drain ponds
- Performed 1 excavations for the Water Division

Streets Division maintenance is performed by one (1) Supervisor, two (2) Sr. Maintenance Workers, (6) Streets Maintenance Operators, one (1) Street Sweeper Operator (2) part time Streets/Code Enforcement Maintenance workers.

## **WASTEWATER (WRRF):**

- Responded to 8 customer service requests and 47 sewer problems, during working hours and after hours.
- Staff responded to 4 Smart Cover alerts & alarms that prevented Sanitary Sewer Overflows (SSO's).
- Serviced or Repaired:
  - Lift Stations – 13
  - WWTP Equipment – 31
  - Main line sewer plugs – 3
  - Aerators – 4
- Staff inspected the forced main to Turlock.
- Staff cleaned 20,133 feet of sewer main line.
- Staff CCTV inspected 3,720 feet of sewer main line.
- Staff continues the process of updating the Wastewater Discharge Report (WDR), and Sewer Master Plan (SMP). Staff collected data, attended meetings & tours regarding the Ceres Water Resource Recovery Facility upgrades.
- SCADA Integrator, Jeff Burrows, and Wastewater Staff continued integrating treatment plant controls to the new SCADA system.
- SCADA communications are intermittently suffering due to an unknown outside signal, which is inhibiting the ability for SCADA to communicate with remote sites.
- Public Works staff and Jeff Burrows are working on a viable long-term solution to these communication issues. Loss of alarms at the lift stations could result in Sanitary Sewer Overflows and fines.

- WRRF treatment lagoons continue to be upset due to excessive grease and other illegal discharges coming into the treatment plant.
- Staff repaired a broken sewer lateral uncovered during a Water Department water leak repair.
- Staff assisted Mid-Cal Dredging with a sludge study of our treatment lagoons.
- Staff conducted a tour with of Treatment plant facilities for Schneider's construction team.
- Staff set up facilities to host annual audiometric screening of employees.
- Cal-Air installed a mini-split air conditioning system on the server room in the WRRF.
- Staff removed and replaced aerator 1-1 with a new motor, replaced aerator power cable on aerator 2-1, removed and sent in for warranty diagnostic aerator 1-5, and is in the process of troubleshooting aerator 3-2.
- Staff assisted Don Pedro Pump with installing a replacement irrigation motor and pump.
- Staff checked & marked 203 USA tickets, which took 29 hours; preventing contractors from damaging City sewer lines.
- City of Turlock sewer usage charge for the month of October \$68,635.12
- City of Modesto sewer usage charge for the month of October \$146,007.58
- Effluent Biochemical Oxygen Demand (BOD) 109 mg/L.
- The Wastewater Treatment Plant treated and disposed of 74.25 MG (Million Gallons) of wastewater with an average of 2.48 MGD (Million Gallons per Day).

Ceres Wastewater Treatment Plant and Collections System operations and maintenance are performed by one (1) Supervisor, two (2) Sr. Wastewater Operators, two (2) Operator II, three (3) Operator-in-Training. Two (2) unfilled Wastewater Operator positions.

#### **WATER SYSTEM MAINTENANCE:**

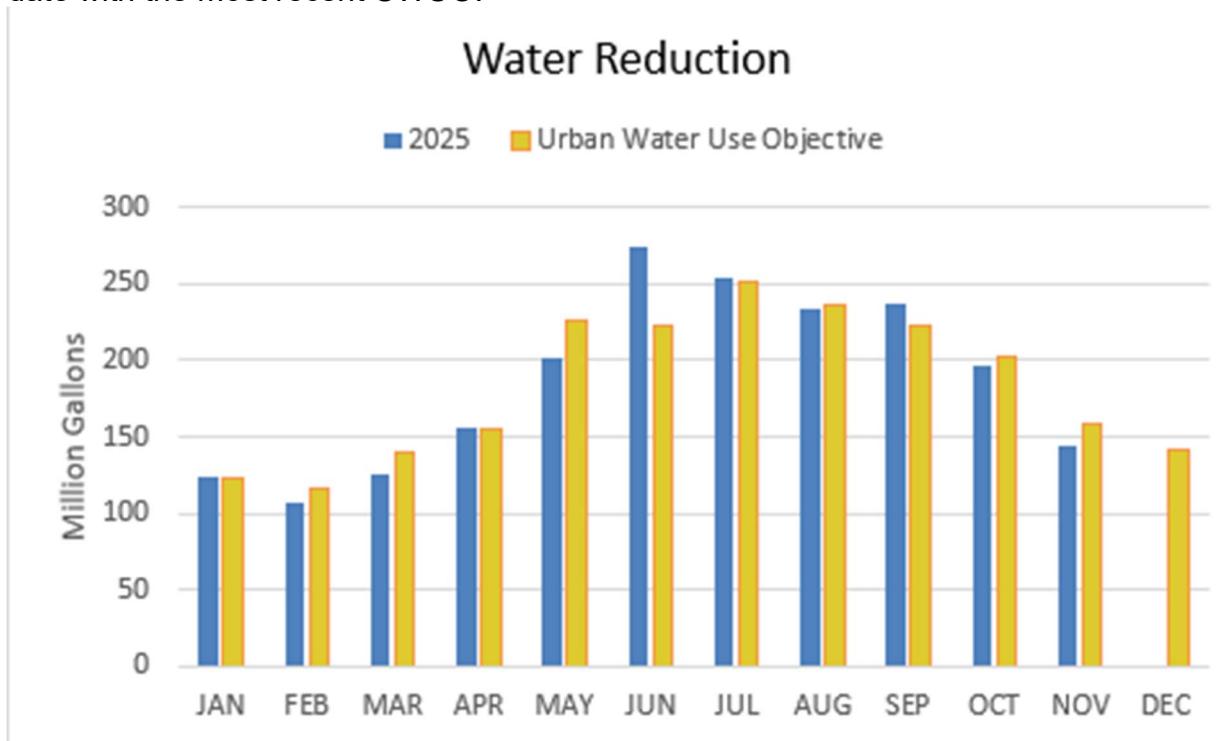
#### **Water, Department 35**

- November 2025 well production was 54.765 million gallons.
- Treated Water delivered from SRWA was 89.94 million gallons.
- Average water use for November was 1.82 million gallons per day.
- Water staff responded to 20 customer service requests.
- Water staff responded to 132 Underground Service Alerts (USA) markings.
- Meter statistics and repairs:
  - Meters in water distribution system: 11,912
  - Meters/radios serviced: 93
  - Meters replaced: 58
  - Meters upgraded from  $\frac{3}{4}$ ",  $\frac{5}{8}$ " to 1": 4
- Total valves in water distribution system: 4,402
- Blow-offs and hydrants flushed: 45
- Service line leaks: 3
- Service lines have been replaced: 2
- Hydrants replaced or reset: 3
- Water quality samples taken: 52

## Water Conservation, Department 36

- November 2025 calculated residential gallons used per person per day: 56.28 gallons
- Annual average is 72.14 gallons per person per day.
- Responded to 17 water conservation service requests.
- Water portal has 468 residents registered, which is 8 more than the previous month.
- Issued courtesy notifications: 32
- Performed 1 water audit
- Delivered 33 water waste warnings and issued 1 water waste fines.
- Rebates Issued: Dishwasher: 0, Smart Irrigation: 1, ULF Toilets: 0, Washing Machine: 0, and Turf Replacements: 1
- Total Rebates YTD: 18

In previous reports, staff has reported water production data compared to a target-use capped total objective of 3,591 million gallons. The state has shifted away from target-based use and moved to what is called objective-based use. Under the “Making Water Conservation a California Way of Life” regulations, urban water suppliers are now mandated to calculate an Urban Water Use Objective (UWUO). The UWUO is a water efficiency target set by the state to help cities and water suppliers use water more wisely. It tells each agency how much water they should be using based on local conditions like population, climate, and land use. The chart below compares 2025 production data to date with the most recent UWUO.

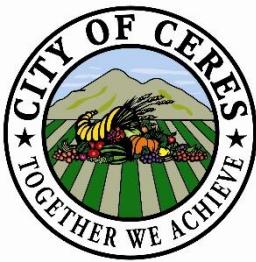


Water system maintenance is performed by one (1) Superintendent, one (1) Supervisor, one (1) Administrative Analyst, two (2) Senior Water Operators, nine (9) Water

Distribution Operators, two (2) Field Service Technicians, and one (1) Water Conservation Officer. There is currently one vacancy for Water Distribution Operator.

Approved by:

  
\_\_\_\_\_  
Douglas D. Dunford,  
City Manager



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Bret Silveira, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** January 12, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael Beltran, PE., Director of Engineering Services/City Engineer  
[Michael.Beltran@ci.ceres.ca.us](mailto:Michael.Beltran@ci.ceres.ca.us), (209) 538-5775

**SUBJECT:** **Resolution No. 2025-XXX, Approving a Reimbursement Agreement with Union Pacific Railroad for Preliminary Engineering Services for the Whitmore Avenue Reconstruction Project, Authorizing the City Manager to Execute the Agreement, and Authorizing an Overall Project Allocation for Additional Railroad Coordination and Costs**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council approve the Union Pacific Railroad (UPRR) Preliminary Engineering Reimbursement Agreement in the amount of \$24,000, authorize an overall project allocation request of \$150,000 to cover additional railroad coordination, railroad consultant costs, and contingencies necessary for the Whitmore Avenue Reconstruction Project. Funding is available in SB1 Fund – Account 27795.800500(ENG2204).

#### **I. BACKGROUND:**

The City is currently advancing the Whitmore Avenue Reconstruction Project, which will rehabilitate and reconstruct Whitmore Avenue from Morgan Road to Crows Landing Road. The project includes:

- Full roadway rehabilitation
- Safety and accessibility improvements
- Installation of a new storm drain trunk line, which must be routed beneath the Union Pacific Railroad (UPRR) tracks at DOT Crossing 865295J
- Drainage improvements to correct chronic flooding and ensure positive outflow

Any work that crosses or affects railroad right-of-way requires UPRR review, coordination, and approval.

Union Pacific requires agencies to enter a Reimbursement Agreement for Preliminary Engineering (PE) before beginning any design work that may affect railroad property. This includes railroad staff time, their third-party consultant review, inspection, and preparation of force-account estimates.

The attached PE Agreement allows UPRR to begin this work.

Under the UPRR Reimbursement Agreement:

- UPRR will review plans, perform field diagnostics, participate in meetings, and evaluate the proposed storm drain crossing.
- The City must reimburse UPRR for 100% of actual costs for their time and their consultants.
- The estimated cost for this phase is \$24,000, but UPRR costs frequently exceed initial estimates, depending on the level of review and required redesigns.

The PE phase is mandatory before UPRR will issue a future Construction & Maintenance Agreement needed to allow tunnel installation beneath the tracks.

## **II. REASONS FOR RECOMMENDATION:**

Although the agreement estimate is \$24,000, staff is requesting \$150,000 in project authority to cover:

1. UPRR preliminary engineering costs (agreement amount)
2. Potential additional UPRR invoices, which historically exceed early estimates
3. City design consultant coordination for the storm drain crossing
4. Contingency for railroad-required plan revisions

This amount ensures the City has adequate authority to complete all railroad-related coordination without returning for multiple amendments.

Funds are fully available in the project's SB1 allocation, Account 27795.800500(ENG2204).

## **III. FISCAL IMPACTS:**

Funds in SB1 Fund 27795.800500(ENG2204) are available and sufficient to cover the requested \$150,000 appropriation. The UPRR PE agreement itself is \$24,000, with the remaining authority used for additional UPRR Invoicing, coordination, railroad-directed revisions, and project support.

## **IV. EXISTING POLICY/RELATIONSHIP TO THE STRATEGIC PLAN:**

This project is in conformance with the first goal of the Strategic Plan:

1) **Infrastructure:** Ensure that the community has adequate, well-maintained infrastructure that fosters a quality community and supports a strong economy.

**V. POLICY ALTERNATIVES:**

The City Council may choose to:

- Reject the agreement, which would delay the Whitmore Avenue Reconstruction Project indefinitely, as no work can proceed near the railroad without UPRR approval; or
- Request modifications and return at a future date.

**VI. INTERDEPARTMENTAL COORDINATION:**

This project has been coordinated with the Public Works Department.

**VII. PUBLIC PARTICIPATION:**

None Required.

**VIII. ENVIRONMENTAL REVIEW:**

The project is CEQA Categorically Exempt per Section 15301 Class 1 (b) (c) Existing Facilities and (d) Restoration of Facilities.

**IX. STEPS FOLLOWING APPROVAL:**

If approved:

1. The City Manager will execute the UPRR Reimbursement Agreement.
2. UPRR will begin preliminary engineering review.
3. Staff will continue advancing the Whitmore Avenue Reconstruction plans and storm drain design beneath the railroad tracks.
4. Upon PE completion, UPRR will issue a Construction and Maintenance Agreement for future Council consideration

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Agreement



**RESOLUTION NO. 2026-XXX**

**APPROVING A REIMBURSEMENT AGREEMENT WITH UNION PACIFIC  
RAILROAD FOR PRELIMINARY ENGINEERING SERVICES FOR THE  
WHITMORE AVENUE RECONSTRUCTION PROJECT, AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AGREEMENT, AND AUTHORIZING AN  
OVERALL PROJECT ALLOCATION FOR ADDITIONAL RAILROAD  
COORDINATION AND COSTS**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the City of Ceres is advancing the Whitmore Avenue Reconstruction Project, which will reconstruct Whitmore Avenue from Morgan Road to Crows Landing Road, including pavement rehabilitation, safety improvements, and the installation of a new storm drain trunk line; and

**WHEREAS**, the new storm drain alignment must cross beneath the Union Pacific Railroad (UPRR) tracks and the roadway striping at DOT Crossing No. 865295J, requires UPRR review and approval; and

**WHEREAS**, UPRR requires a Preliminary Engineering Reimbursement Agreement before commencing its engineering review, inspections, plan review, diagnostic meetings, and preparation of railroad force-account estimates; and

**WHEREAS**, UPRR has provided a Preliminary Engineering cost estimate of \$24,000, but actual railroad costs must be reimbursed at 100%, and railroad-related expenses often exceed initial estimates; and

**WHEREAS**, staff recommends a total project allocation of \$150,000 to cover the UPRR PE costs, potential additional charges, consultant coordination, design revisions, and other railroad-related expenses necessary to complete the storm drain crossing design; and

**WHEREAS**, staff recommends a total allocation of \$150,000 to the UPRR contract allocation to cover the UPRR PE costs, potential additional charges, consultant coordination, design revisions, and other railroad-related expenses necessary to complete the storm drain crossing design and roadway design; and

**WHEREAS**, funding is available and included in account 27795.800500(ENG2204).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve a reimbursement agreement with Union Pacific Railroad for preliminary engineering services for the Whitmore Avenue Reconstruction Project, authorizes the City Manager to execute the agreement, and authorizes an overall project allocation for additional railroad coordination and costs.

**ATTACHMENT A**

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 12<sup>th</sup> day of January 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk

UPRR REMS  
Project 111429

REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES

**Effective Date:**

**Estimate: \$24,000.00**

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

RECITALS

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

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

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

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

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

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

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

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

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

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

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

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

**CITY OF CERES, CALIFORNIA**

---

Signature

---

Printed Name

---

Title

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware Corporation

---

Signature

Amber Stoffels  
Printed Name

Manager I, Industry & Public Projects  
Title

## **Exhibit A**

### **Project Description and Location**

#### **Project Description**

The City of Ceres, California proposes crossing modification at the location referenced below.

#### **Location**

Tidewater Industrial Lead

<b>DOT</b>	<b>Crossing Type</b>	<b>Milepost</b>	<b>Street Name</b>
865295J	Public	34.174	Whitmore Avenue

## **Exhibit B**

### **Scope of Project Services**

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

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

## Exhibit C

### Billing Contact Information

<b>Name</b>	Michael Beltran
<b>Title</b>	City Engineer
<b>Address</b>	2220 Magnolia Street, Ceres, CA 95307
<b>Work Phone</b>	<a href="tel:(209)971-4353">(209) 971-4353</a>
<b>Cell Phone</b>	
<b>Email</b>	<a href="mailto:Michael.Beltran@ci.ceres.ca.us">Michael.Beltran@ci.ceres.ca.us</a>
<b>Agency Project No.</b>	

