

DONATION ACCEPTANCE AGREEMENT

THIS DONATION ACCEPTANCE AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and the Merced Tourism Improvement District, (“Donor”).

WHEREAS, the Donor has elected to donate \$20,800.00 to the City to be used in furtherance of the Donor’s purposes as set forth below:

WHEREAS, City has purposes that are consistent with the Donor’s purposes and has an interest in using the donation to advance the Donor’s purposes.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. The Donor shall pay the City the donation amount of \$20,800.
2. The City shall use the donation solely and exclusively for the construction of seventeen (17) blue light camera systems, the installation of eleven (11) City-mounted camera systems, and one (1) year of cellular service for eleven (11) City-mounted systems.
3. City-Mounted Camera Systems (11 units) will be installed on City-owned street poles, connected to power through City infrastructure and utilizing cellular connectivity for RTIC access.
 - a. The following hotel areas which actively contribute to TBID are designated for City-mounted camera placement:

Motel 6, San Joaquin Motel, Slumber Motel, Days, Inn, El Capitan, Courtyard Marriott, Travelodge, Merced Inn, Holiday Inn, Townplace Suites, Hilton
 - b. The City is responsible for maintenance and repairs for (11) City-mounted cameras.
 - c. Donor will fund year one cellular connectivity in the amount of \$5,280 (\$40 per month per unit) for (11) City-mounted cameras.

4. Private Property Camera Systems (6 units) will be installed by participating hotels on private property with no City-funded cellular service included.

a. The following locations will install privately mounted camera systems:

Gateway Motel, Rodeway Inn, Best Western, Fair Bridge Inn, Hampton Inn, Quality Inn.

b. The City will repair or replace cameras or components of (6) private property cameras for year one, after which the Donor assumes full responsibility for maintenance and repairs and ongoing costs.

c. The Donor is responsible for connectivity cellular service charges for (6) private property cameras with no ongoing costs to the City.

5. Final placement of camera systems may be adjusted based on field conditions, power availability, and operational needs.

6. Future ongoing costs for continued service will be evaluated during the 27/28 Fiscal Year Budget process allowing time for data analysis and evaluation of system effectiveness.

7. Camera systems will operate through the RTIC platform.

8. The Merced Police Department will connect all cameras to the RTIC and share access with the Donor for applicable cameras.

9. The term of the agreement will be for a period of one year corresponding to the prepaid service period funded by the Donor.

10. All (17) seventeen camera systems, including those funded by donation, remain the property of the City of Merced unless otherwise specified.

11. This Agreement constitutes the entire understanding between parties and supersedes all prior discussions or agreements related to this program.

12. The donation is conditioned upon the City expending the donation for the purposes set forth herein, and where appropriate, crediting the Donor as the source of funds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk


APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6-5-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Office

DONOR:
MERCED TOURISM
IMPROVEMENT DISTRICT

BY:  _____
(Signature)

Gloria Valdobino

(Typed Name)

Its: Executive Director

(Title)